



AGENDA • MARCH 16, 2026

REGULAR MEETING

110 State Street Commerce GA

6:00 PM

1. CALL TO ORDER

2. OPENING PRAYER --Â Councilman Andre Rollins

3. PLEDGE TO THE AMERICAN FLAG

4. 2026 STATE OF THE CITY ADDRESS -- Mayor Clark Hill

5. SPECIAL RECOGNITION

- Proclamation recognizing March 16-20, 2026 as Government Finance Professionals Week.
- Proclamation recognizing April 2026 as Safe Digging Month

6. APPROVAL OF MINUTES

Minutes from February 16, 2026
Minutes from March 2, 2026

7. NEW BUSINESS

1. Purchase of Real Property - Alley and drive adjacent to 1642 S Broad St and deed to DDA.
2. Moratorium of the Acceptance of Applications for the Demolition of Buildings and Structures - extend additional 180 days & extension applicable to structures built prior to 1960.
3. Consideration of Resolutions to acquire easements necessary for the Grove Creek WPCP Project

8. ACTION ITEMS

1. Street Closures & Parking Lot Closure - Art-Tique Festival
2. Agreement with Buckhead Capital Management (BCM) for investment advisory services.
3. Adoption of City Investment Policy
4. Consider approval RFP26-010 Ridling Field Renovations Phase 2 - recommendation to award bid and contract to WL Griffin LLC for the amount of \$676,808.30 upon review by City Attorney and authorize Mayor to sign.

5. Jackson County Elections Polling Place Agreement moving local municipal elections to Commerce Administrative Complex
6. Jackson County Sheriff's Housing and Booking Contract
7. Application for retail sale of beer and wine at 3243 Maysville Road (Texaco)
8. PR25-0013: Rezoning - Commercial: Brittany Purcell, applicant, seek rezoning on approximately +/- 0.83 acres located at 170 Cardiology Place, further identified as Map/Parcel C09 018, from R-1 (Single Family Residential Low-Density District) to C-1 (Neighborhood Commercial District).
9. Adoption Of Official Zoning Map

9. REPORT FROM FINANCE DIRECTOR

February 2026 Financial Report

10. REPORT FROM CITY MANAGER

11. EXECUTIVE SESSION -- Real Estate

12. ADJOURN

EVENTS & REMINDERS

- March 20 - 4:00pm Grand Opening & Ribbon Cutting: *The Pavillon* at Chaney Park
- March 21 - 10:00am Recreation Baseball/Softball Opening Day @ Veteran's Park
- March 23 - 4:00pm DDA Meeting
- March 27 - 2:00pm Ribbon Cutting: Double C Boot Ranch @ 1610 S. Broad Street
- March 28 - 10:00am Easter Parade & Egg Hunt
- April 6 - 6:00pm City Council Work Session
- April 17 - 1:00pm Ribbon Cutting: Julia Bryson Rollin Park & Little Library @ Homer Rd/MLK Jr. Drive
- April 20 - 6:00pm City Council Meeting
- April 21 - 5:00-7:00pm Touch-a-Truck/Georgia Cities Week, State Street Parking Lot

To see a complete calendar of events, public notices, and announcements, please visit our website at www.commercega.gov

GENERAL INFORMATION

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City Council Agenda

- Subject:**
- Proclamation recognizing March 16-20, 2026 as Government Finance Professionals Week.
 - Proclamation recognizing April 2026 as Safe Digging Month

Date: March 16, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Department: Finance

Staff recommends Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager



City Council Agenda

Subject: Minutes from February 16, 2026
Minutes from March 2, 2026

Date: March 16, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Department: Administration

Staff recommends

Matthew Hailey

Matthew Hailey, Assistant City Manager

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MINUTES • FEBRUARY 16, 2026

REGULAR MEETING

**Commerce Administration Complex 110
State Street**

6:00 PM

1. CALL TO ORDER- Mayor Clark Hill

Mayor Clark Hill welcomed all to the February 16, 2026 city council meeting. Attending the meeting were eight residents, one member of the press representing *The Jackson Herald*, and five staff members.

Attendee Name	Title	Status
J Clark Hill III	Mayor	Present
Keith Burchett	Mayor Pro Tem	Present
Andre Rollins	Ward 1	Present
Darren Owensby	Ward 2	Present
Mark Fitzpatrick	Ward 3	Present
Roshuanda Merritt	Ward 5	Present
Bobby Redmon	Ward 4	Absent

2. OPENING PRAYER -- Mayor Pro Tem Keith Burchett

3. PLEDGE TO THE AMERICAN FLAG

SPECIAL RECOGNITION - Commerce Police Department Awards

4. APPROVAL OF MINUTES

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve .

RESULT:	APPROVE
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Mark Fitzpatrick, Ward 3
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

1. Minutes of the following months:

January 20, 2026
February 2, 2026

5. NEW BUSINESS

1. Consider approval of Addendum to the Grove Creek CMAR contract

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said Staff requests approval of an addendum to the existing CMAR contract to add language required for projects funded with state or federal dollars, for the Grove Creek WPCP project. .

RESULT:	APPROVE
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

2. Consideration of Resolutions to acquire easements necessary for the Grove Creek WPCP Project

- Tax Map/Parcel # 019 004A - 606 Beck Road
- Tax Map/Parcel # 032 020 - 1746 Ridgeway Church Road
- Tax Map/Parcel # 019 001B - 554 Haggard Road
- Tax Map/Parcel # B54 D021- 30747 Hwy 441
- Tax Map/Parcel # B54 D024 - Hampton Court

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said he would like the city manager to explain the easement resolutions.

Matthew Hailey, City Manager said the easement resolutions were necessary for the construction of the Grove Creek WPCP, the following are the parcels:

- Tax Map/Parcel # 019 004A - 606 Beck Road
- Tax Map/Parcel # 032 020 - 1746 Ridgeway Church Road
- Tax Map/Parcel # 019 001B - 554 Haggard Road
- Tax Map/Parcel # B54 D021- 30747 Hwy 441
- Tax Map/Parcel # B54 D024 - Hampton Court

Staff or city representative have spoken with each property owner.

RESULT:	APPROVE
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

6. ACTION ITEMS

1. Electric Power Service Contract - Walmart (10725 Old Federal Road, Carnesville, GA)

A motion made by Councilman Roshuanda Merritt, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said the contract for electric power service at 10725 Old Federal Road, Carnesville, Georgia would be a 60-month

agreement for sales of electric services. Commerce will serve the project on a market-based rate and then move towards a cost-based agreement, per contract. .

RESULT: **APPROVE**
MOVER: Roshuanda Merritt, Ward 5
SECONDER: Mark Fitzpatrick, Ward 3
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

2. Consider approval RFP26-008 Hotel Feasibility Analysis - recommendation to award bid and contract to Core Distinction for the amount of \$17,500 upon review by City Attorney and authorize Mayor to sign.

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said staff recommends Core Distinction in the amount of \$17,500 for the study. Contract to be reviewed by city attorney, and Mayor Hill to sign. .

RESULT: **APPROVE**
MOVER: Keith Burchett, Mayor Pro Tem
SECONDER: Mark Fitzpatrick, Ward 3
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

3. Civic Center Rental Rates - consider approval of new rental rates for Commerce and Wrangler Rooms

A motion made by Councilman Mark Fitzpatrick, a second was made by Councilman Roshuanda Merritt, the vote was approve Mayor Clark Hill said the staff of the Civic Center has completed a period of reduced rates with success.

The new rates will be Commerce Room = \$45 per hour/ 4-hr minimum Wrangler Room = \$60 per hour/ 4-hr minimum, rates to be effective 02/17/2026

RESULT: **APPROVE**
MOVER: Mark Fitzpatrick, Ward 3
SECONDER: Roshuanda Merritt, Ward 5
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

4. Consider approval of an amendment to Section 18-68 of Chapter 18, Article III of the City of Code of Ordinances governing Games and Game Rooms

A motion made by Councilman Mark Fitzpatrick, a second was made by Councilman Roshuanda Merritt, the vote was approve Mayor Clark Hill stated the staff has made a recommendation for an amendment to the ordinance for games and game machines. Mayor Hill said staff would so the following:

- Contact the business owner and meet with them on site or at City Hall
- Provide the business owner with a copy of the updated ordinance and ensure proprietor understanding o new requirements including permitting requirements
- Complete a site inspection and discuss non-compliance issues with the owner; documenting the inspection findings

-Issue a verbal notice of violation and provide up to 6-months to gain compliance
Mayor Hill read the fines for violation:

First offense. Fine not to exceed \$250.00 for each violation.

(b) Second offense. Fine not to exceed \$500.00 for each violation.

(c) Third and subsequent offenses. Fine not to exceed \$1,000.00 for each violation.

Councilman Andre Rollins asked about being in compliance during the six month period.

Matthew Hailey, City Manager said all would be handled the same during the six months, if not in compliance at the end of the six months notice; a violation would be issued.

Mayor Clark Hill said the city council needed to lift the moratorium on game machines and game rooms.

A motion was made to end the moratorium on games and game machines by Councilwoman Roshaunda Merritt, a second was made by Councilman Andre Rollins.

The vote was unanimous to lift the moratorium on games and game rooms.

RESULT: **APPROVE**
MOVER: Mark Fitzpatrick, Ward 3
SECONDER: Roshuanda Merritt, Ward 5
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

5. Street Closure for the City Easter Parade & Activities- requesting closures of portions of Little St, Oak St, Church St, and College Ave as needed on March 28th between 9am-1pm (same for makeup date if needed).

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said the DDA has requested street closures on March 28, between 9:00am and 1:00pm as needed for the event. The streets are Little, Oak, Church Streets and College Avenue. .

RESULT: **APPROVE**
MOVER: Keith Burchett, Mayor Pro Tem
SECONDER: Mark Fitzpatrick, Ward 3
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

6. Closure of State Street Parking Lot for Touch-a-Truck on April 21, 2026 as needed from 4-8pm and for Mayor to approve a rain date if needed.

A motion made by Councilman Mark Fitzpatrick, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said staff has requested the closure of State Street Parking Lot on April 21, 4:00 until 8:00pm for the annual Touch a Truck event. .

RESULT: **APPROVE**
MOVER: Mark Fitzpatrick, Ward 3
SECONDER: Darren Owensby, Ward 2
ABSENT: Bobby Redmon

7. REPORT FROM FINANCE DIRECTOR

Christy Case, Finance Director presented the report for the month of January 2026.

1. Financial Report for January 2026

8. REPORT FROM CITY MANAGER

Matthew Hailey, City Manager said the city would have the following events:

March 20, Ribbon Cutting at The Pavilion at Chaney Park

March 21, Opening Day for Commerce Recreation Department Baseball Season, and Judge Emeritus Billy Chandler would be throwing out the first pitch.

9. ADJOURN

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Andre Rollins, the vote was approve Mayor Clark Hill asked if anyone had anything to discuss with the council; hearing none Mayor Hill asked for a motion to adjourn the meeting. .

RESULT: **APPROVE**
MOVER: Keith Burchett, Mayor Pro Tem
SECONDER: Andre Rollins, Ward 1
AYES: Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT: Bobby Redmon

EVENTS & REMINDERS

- March 02 - City Council Work Session @ 6pm
- March 17 - City Council Regular Meeting @ 6pm
- March 20 - Ribbon Cutting @ Chaney Park Pavilion @ 4pm
- March 23 - DDA Meeting @ 4pm / Planning Commission Meeting @ 6pm unless cancelled
- March 27 - Ribbon Cutting @ Double C Boot Ranch
- March 28 - Easter Parade & Egg Hunt

To see a complete calendar of events, public notices, and announcements, please visit our website at www.commercega.gov

GENERAL INFORMATION

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on the Thursday prior to the City Council Work Session by contacting the City Clerk, Sandra Haggard, via email at shaggard@commercega.gov or by calling 706-336-3288. You will need to provide your name, address, topic you will be speaking on, and contact information.***



MINUTES • MARCH 2, 2026

WORK SESSION

**Commerce Administration Complex 110
State Street**

6:00 PM

1. CALL TO ORDER

Mayor Clark Hill called the meeting to order at 6:00pm. Mayor Hill welcomed all to the meeting, several citizens, employees, and one member of the press representing *The Jackson Herald*.

Attendee Name	Title	Status
J Clark Hill III	Mayor	Present
Keith Burchett	Mayor Pro Tem	Present
Andre Rollins	Ward 1	Present
Darren Owensby	Ward 2	Present
Mark Fitzpatrick	Ward 3	Present
Bobby Redmon	Ward 4	Present
Roshuanda Merritt	Ward 5	Present

2. PUBLIC COMMENT

- A.J. Purcell, Purcell Realty: Rezoning of 170 Cardiology Place

Mayor Clark Hill asked for anyone that is registered for Public Comment to step to the front.

A.J. Purcell, Brittney Purcell Realty spoke on the rezoning of 170 Cardiology Place, he asked council to approve the rezoning to C-1 for this property.

3. NEW BUSINESS

1. Street Closures & Parking Lot Closure - Art-Tique Festival
Natalie Thomas, Mainstreet Director introduced the Art-Tique Festival to city council members. The Art-Tique Festival would be in April 2026 with more than 300 artist/vendors for the event. Donna Cannella, owner of the Braselton Antique Festival is requesting to host the festival in Commerce. The DDA is requesting to close Cherry Street, State Street, State Street parking lot, and Central Avenue to accommodate the event and the visitors to the city. The event would be a two-day event with street closures requested for both days of the event.
2. Agreement with Buckhead Capital Management (BCM) for investment advisory services.
Christy Case, Finance Director introduced the members from the firm of Buckhead Capital Management for investment advisory services for the city. Matt Boden and

Kathy Stratton were present at the meeting representing Buckhead Capital Management and explained the use of the company and the advisors.

3. Adoption of City Investment Policy
Matthew Hailey, City Manager explained to Mayor and Council the Investment Policy. City Manager said the policy has been reviewed and approved by John Stell, City Attorney.
4. Consider approval RFP26-010 Ridling Field Renovations Phase 2 - recommendation to award bid and contract to WL Griffin LLC for the amount of \$676,808.30 upon review by City Attorney and authorize Mayor to sign.
5. Jackson County Elections Polling Place Agreement moving local municipal elections to Commerce Administrative Complex
Sandra Haggard, City Clerk said the city election have in the past been held at First Baptist Church Commerce. The Jackson County Elections Board has approved the municipal elections to be moved to the Commerce Administration Complex, including early voting for state and federal elections. The first municipal election to be held in the Admin Complex will be 2027.
6. Jackson County Sheriff's Housing and Booking Contract
Matthew Hailey, City Manager said the Jackson County Housing and Booking Agreement has been presented for approval. The agreement is a one-year agreement; one change is the cost increase from \$45.00 to \$60.00 per person per day.
7. Application for retail sale of beer and wine at 3243 Maysville Road (Texaco)
Sandra Haggard, City Clerk said an application for sells of beer and wine at 3243 Maysville Road has been requested. The applicant has completed the application, advertising, and background is in works and will be completed before the voting session.
8. PR25-0013: Rezoning - Commercial: Brittany Purcell, applicant, seek rezoning on approximately +/- 0.83 acres located at 170 Cardiology Place, further identified as Map/Parcel C09 018, from R-1 (Single Family Residential Low-Density District) to C-1 (Neighborhood Commercial District).
Dillion Anthony, Planning and Development presented the application for rezoning of 170 Cardiology Place from R-1 to C-1. Mr. Anthony said the Planning Commission unanimously approved the request.
9. Adoption Of Official Zoning Map
Dillon Anthony, Planning and Development said the planning map has been updated with the newly annexed properties on the map. Planning Commission approved the map to send to city council for approval.

4. ADJOURN

~~See Reverse Side for Events and Information

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill asked the city council if they had any further items for discussion, hearing none Mayor Hill asked for a motion to adjourn the meeting. .

RESULT:	APPROVE
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Mark Fitzpatrick, Ward 3
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Bobby Redmon, Roshuanda Merritt

EVENTS & REMINDERS

- March 06 - 2:00pm Akins Chevrolet Ribbon Cutting
- March 16 - 6:00pm Mayor Hill's State of the City Address & City Council Regular Meeting
- March 20 - 4:00pm *The Pavillon* at Chaney Park Ribbon Cutting
- March 21 - 10:00am Recreation Baseball/Softball Opening Day @ Veteran's Park
- March 23 - 4:00pm DDA Meeting
- March 27 - 2:00pm Ribbon Cutting: Double C Boot Ranch, 1610 S. Broad Street
- March 28 - 10:00am Easter Parade & Egg Hunt

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City Council Agenda

Subject: Purchase of Real Property - Alley and drive adjacent to 1642 S Broad St and deed to DDA.

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

The property owner has sold the building and has entered into an agreement to sell the alley and part of the drive behind the building to the city for \$15,000. This price is equivalent to the FMV of price per sq foot given assessment the city obtained for easements in 2025 when completing the parking lot project. Acquisition of this property would be key in completing needed improvements which cannot currently take place by the City itself due to private ownership. If approved, the City budget for drainage and ADA compliance improvements in the upcoming FY26/27 budget.

Additionally, staff is requesting that once purchased the property would be transferred to the DDA as the DDA is the owner of record for the lower parking lot. The DDA would then combine all parcels into one larger parcel for all spaces owned.

Department: Administration

Staff recommends approval.

Matthew Hailey

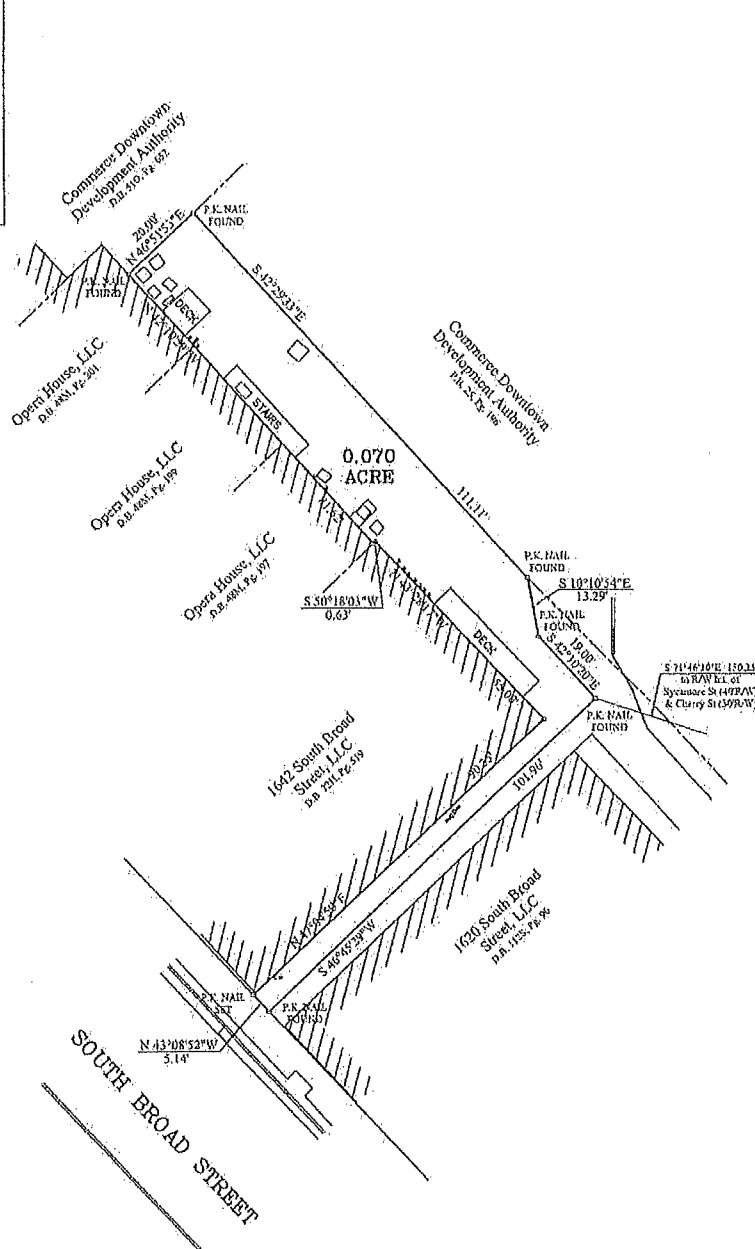
Matthew Hailey, Assistant City Manager

[Exhibit A - 1642 S Broad St \(Alley\) recorded.pdf](#)
[Purchase Agreement - 1642 S Broad.pdf](#)

Plat Doc: PLAT
 Recorded 02/11/2026 08:10AM
 Camie W. Thomas
 Clerk Superior Court, JACKSON County,
 Ga.
 Bk 00091 Pg 0108

Penalty: \$0.00
 Interest: \$0.00

THIS BLOCK RESERVED FOR THE CLERK
 OF THE SUPERIOR COURT.



SURVEYORS 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, certification, signature, stamp, or statement thereon. 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 uniform 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.

Christopher J. Carlan
 Christopher J. Carlan, G.S. #3003

Certificate of Final Plat Approval

Pursuant to the Unified Development Code of the City of Commerce and all requirements of approval having been fulfilled, this final plat was given final approval by the Zoning Administrator and it is entitled to be recorded in the Clerk's Office, Jackson County Superior Court.

[Signature]
 Zoning Administrator
 11/6/2026
 Date

Notes:

1. This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 15-6-67.
2. This survey was prepared without the benefit of this record. This property is subject to any encumbrances of which a title search would reveal.
3. This property is subject to any easements, easements, right-of-way, or any other encumbrances, both public and private.
4. This plat represents a portion of that tract of land designated as Map & Parcel C-12, according to Jackson County Tax Assessor.
5. Reference for subject tract is Deed Book 1125, Page 96.

BOUNDARY SURVEY
 FOR
CITY OF COMMERCE
 LOCATED WITHIN
 City of Commerce,
 G.M.D. 255
 Jackson County, Georgia
 Scale: 1" = 20' December 30, 2025

1. The field data upon which this plat is based has a closure precision of one foot in 20,311 feet and an angular error of .01 per angle point and was adjusted using the Compass Rule.
 2. The plat has been calculated for closure and is found to be accurate within one foot in 131,925 feet.
 3. The field equipment used in this survey was a Leica TS12-P Robotic Total Station.
 4. The Field Work was completed 11/13/21.
- 20 0 20 40 60
 GRAPHIC SCALE - FEET

CARLAN
 LAND SURVEYORS
 970 SOUTH BROAD STREET
 COMMERCE, GA 30529
 (706) 336-5959



JOB NO. 24-316 P.R. B-1345

LOT PURCHASE AGREEMENT

This Lot Purchase Agreement ("Agreement") is entered into as of the "Acceptance Date", by and between **Wilma Rena Cantrell Daniel**, Seller and **the City of Commerce, Georgia**, as Purchaser.

1. **PURCHASE AND SALE.** The undersigned purchaser ("Purchaser") agrees to buy, and the undersigned Seller ("Seller") agrees to sell that portion of Tax Map Parcel C14-122 located outside the building on the northeast side of the building, more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference (referred to herein as the "Property").
2. **PURCHASE PRICE.** The purchase price ("Purchase Price") of the Property shall be \$15,000.00. The Purchase Price shall be paid in cash or equivalent at Closing.
3. **EARNEST MONEY.** Purchaser shall pay to Seller \$100.00 within 3 days of the Acceptance Date as "Earnest Money", which Earnest Money is nonrefundable to the Purchaser, and which shall be applied as part payment of the purchase price of the Property at Closing.
4. **TITLE.** Seller represents and warrants that Seller presently has good and marketable fee simple title to the Property, and at the time the sale is consummated ("Closing"), Seller agrees to convey marketable and insurable fee simple title to the Property to Purchaser by a warranty deed. Good and marketable fee simple title is hereby defined as title which a title insurance company licensed to do business in the State of Georgia (the "Title Company") will insure at its standard rates on an ALTA Owner Policy, without exception other than the following "Permitted Title Exceptions": (1) zoning ordinances affecting the Property, (2) general utility, sewer and drainage easements as shown on the final plat of the Property, and (3) other easements, and encumbrances specified in this Agreement. It is understood and agreed that said marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. Purchaser shall have until the Closing dates in which to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title, other than the Permitted Title Exceptions ("Title Objections"). Seller shall then have until the earlier of the Closing Date (as hereinafter defined) or ten (10) days after receipt of such objections to exercise Seller's best efforts to satisfy all such objections (except those objections of a monetary nature, which shall be satisfied by Seller by the payment of money at or prior to Closing) and, if Seller fails to satisfy such objections, then, at the option of Purchaser evidenced by written notice to Seller: (A) the Closing Date shall be extended by the additional time (not to exceed sixty [60] days) required for Seller to satisfy such objections; (B) Purchaser may accept title subject to such objections; (C) Purchaser may pursue any and all remedies available to it at law or equity including an action for specific performance of this Agreement; or, (D) Purchaser may terminate this Agreement.
5. **CLOSING.** The Closing shall be at a specific place and time on a date designated by Purchaser to Seller at least three (3) days prior to the Closing Date. If Purchaser fails to designate said place, time and date, the Closing shall be held on April 1, 2026, at 10:00 a.m. in the Commerce City Hall,

110 State Street Commerce, Georgia. Purchaser shall take possession of the Property purchased upon closing the purchase. Purchaser shall pay the State of Georgia property transfer tax, if applicable. Real Estate taxes (based upon the most recent assessment for the Property) shall be prorated as of the Closing Date for the calendar year in which the Closing occurs, and Purchaser and Seller agree that if such proration is not based on actual tax bills for such calendar year, then there shall be a subsequent adjustment and accounting between Purchaser and Seller as to such proration when the actual tax bills are rendered. The obligations of Purchaser and Seller to make an adjustment and accounting as to said tax proration as between themselves shall survive the Closing. At Closing the Purchaser will pay all Closing costs except that Seller shall pay its own attorney fees, if any.

6. FINAL PLAT. Purchaser shall, at Purchaser's expense, cause a Final Plat to be made of the Property by a Georgia Registered Land Surveyor of Purchaser's choice substantially in conformity with Exhibit "A" attached hereto and shall cause the Final Plat to be recorded at or before Closing. The legal description of the Property, contained in the warranty deed from Seller, shall be based upon and conform to the Final Plat.

7. DISCLOSURE. Purchaser and Seller each hereby represent and warrant to the other, that no Broker is entitled as a result of the actions of Seller or Purchaser, as the case may be, to a commission or other fee resulting from the execution of this Agreement or the transaction contemplated hereby, and Seller and Purchaser hereby agree to indemnify, defend and hold each other harmless from and against any and all costs, damages and expenses, including attorneys' fees, resulting directly or indirectly, from any such claim arising out of the actions of or contact with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

8. DAMAGE TO PROPERTY. Seller warrants that at the Closing the Property will be in the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will permit to be done anything which will affect the use of the Property, except as otherwise provided in this Agreement. However, should the Property be destroyed or substantially damaged either physically or through condemnation (or threat thereof) before the Closing, then at the election of Purchaser: Purchaser may terminate this Agreement; or, Purchaser may consummate this Agreement, in which event Purchaser shall have the right to receive such insurance proceeds or condemnation awards (if any) which have been paid, or, if not yet paid, to receive an assignment of such insurance proceeds or condemnation awards.

9. ASSIGNMENT. This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser without the prior written consent of Seller.

10. SELLER'S WARRANTIES. Seller agrees, represents and warrants that, to Seller's best knowledge and belief (A) Seller has the full right and authority to enter into this Agreement and to consummate the sale of the Property as set forth herein; (B) Seller has not received any notice

and has no knowledge that the Property is or will be affected by any special assessments, condemnation, eminent domain, change in grade of public streets or similar proceedings; (C) Seller has entered into no unperformed agreement, oral or written, not referred to herein, with reference to the Property, and neither the Seller nor the Property is subject to any judgment or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely affect the Property or which would in any way be binding upon Purchaser or its successors or assigns, or which would limit or restrict in any way Seller's rights and ability to enter into this Agreement and consummate the transactions contemplated hereby; (D) the Property has never been utilized for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse, dump, stump pit, or other similar purposes; and (E) the Property is free of any petroleum product contamination, hazardous substance, asbestos, radon, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state, or federal agency, authority, or government unit. Seller covenants and agrees that in the event Seller receives any written or verbal notice regarding the matters described in this paragraph, Seller will promptly give notice to Purchaser of the pertinent facts regarding same.

11. **DEFAULT.** In the event Purchaser defaults under this Agreement, Seller agrees to provide Purchaser with written notice of such default specifying the nature of such default. Purchaser shall have a five (5) business day period after the date said notice is given in which to cure said default. In the event that Purchaser does not cure said default within said five (5) business day period and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder) then this Agreement shall be null and void, and none of the parties hereto shall have any further rights or obligations hereunder. In the event Seller defaults under this Agreement, Purchaser being ready, willing, and able to perform all obligations imposed upon Purchaser hereby, Purchaser may pursue any and all remedies available to it at law and in equity, including, without limitation, an action for specific performance of this Agreement.

12. **NOTICES.** Any notices or deliveries which may be permitted or required hereunder shall be in writing, shall include a copy to all parties hereto, and shall be deemed to have been duly given as of the date and time that same are hand delivered, delivered by courier, or deposited with the United States Postal Service, Certified Mail, return receipt requested, postage prepaid, and addressed to the parties hereto at the addresses contained herein, or such other addresses as the parties hereto shall from time to time designate to the others by notice in writing as herein provided. In the event that any notice or obligation shall be required to be given or performed on a weekend or legal holiday then such date shall automatically be extended to the close of business of the next regular business day. Any such notices or deliveries required or permitted hereunder may be delivered to the fax number or email address set forth herein (with delivery of an original by acceptable means, as set forth above, promptly to follow) and such fax or electronic mail delivery shall constitute an acceptable notice or delivery.

13. **GENERAL.**

- A. Entire Agreement. This Agreement constitutes the sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
- B. Captions. The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the context of this Agreement.
- C. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- D. Time of the Essence. Time is of the essence of this Agreement.
- E. Governing Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- F. No Waiver. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
- H. Conditions Precedent. Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.
- I. Responsibility to Cooperate. Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.
- J. Survival of Agreement. Any condition or stipulation not fulfilled at the time of the Closing shall survive the Closing, execution and delivery of the warranty deed until such time as said conditions or stipulations are fulfilled.
- K. Closing Certifications. Seller shall deliver to Purchaser at the Closing an affidavit: (i) certifying that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; (ii) certifying the information required for Internal Revenue Service Form 1099; and (iii) certifying as to such other matters as may be reasonably required by the title insurance company for issuance of a title insurance policy on the Property.
- Purchaser and Seller acknowledge that they have read and understand the terms of this Agreement and have each received copy of same.

The "Acceptance Date" of this Agreement shall be the date upon which this Agreement is signed by the last party to sign as indicated below.

IN WITNESS WHEREOF, Purchaser and Seller have caused their duly authorized representatives to set their hands and seals effective as of the Acceptance Date.

SELLER:

By: *Rena Cantrell Daniel* Dated: 3/11/26
Name: Wilma Rena Cantrell Daniel
Address: 2144 Anderson Hwy
Elberton GA 30635
Telephone: 706 355 1235
Email: CantrelloutSourcing@gmail.com

PURCHASER:

City of Commerce, Georgia



By: *Matthew J. Haley* Dated: 3/10/26
Name: Matt Haley, City Manager
Address: P O Box 348
110 State Street
Commerce, GA 30529
Telephone: 706-33-3164
Email: mhailey@commercega.gov

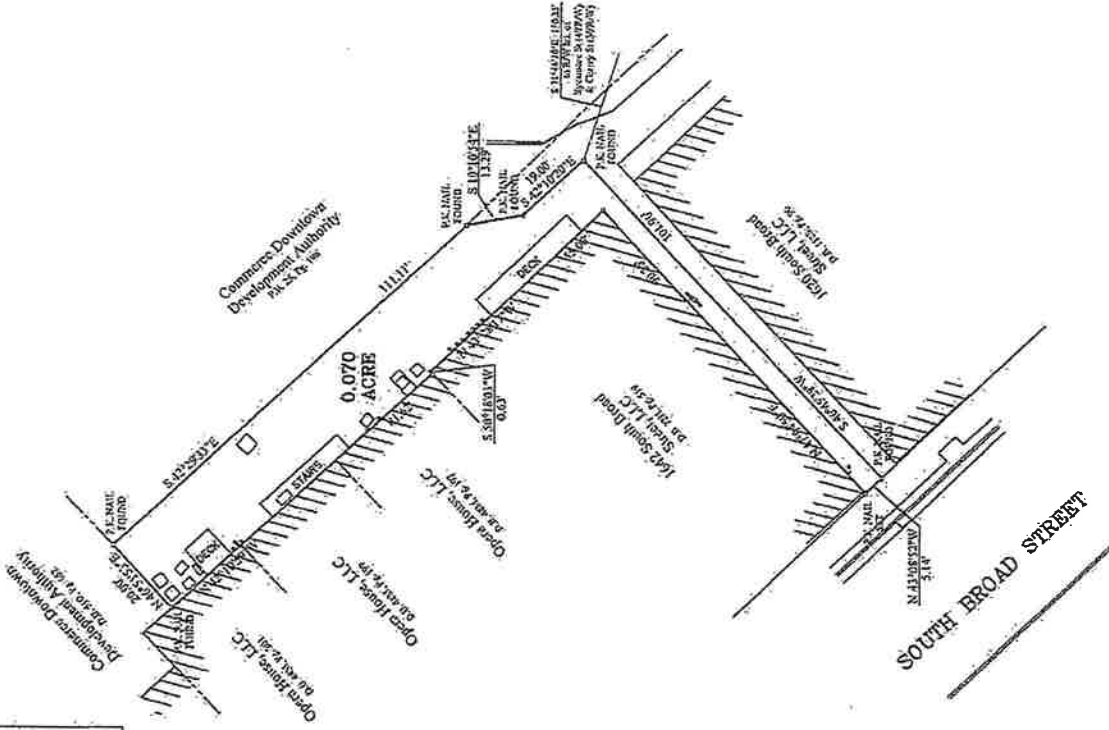
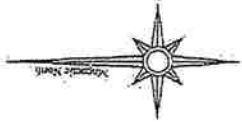
Dawn Ferry
3/11/26
wp. 5/20/24

Plat Doc: PLAT
 Recorded 02/11/2026 08:10AM
 Camle W. Thomas
 Clerk Superior Court, JACKSON County,
 Ga.

Bk 00091 Pg 0108

Penalty: \$0.00
 Interest: \$0.00

THIS BLOCK RESERVED FOR THE CLERK
 OF THE SUPERIOR COURT.



SURVEYOR'S CERTIFICATION

As required by subsection (b) of O.C.G.A. Section 44-6-40, this plat has been prepared by a land surveyor and is approved by all appropriate local jurisdictions for recording as a deed or other instrument. The surveyor certifies that the survey was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping. The surveyor further certifies that the plat is a true and correct representation of the survey conducted and that the plat is a true and correct representation of the survey conducted and that the plat is a true and correct representation of the survey conducted.

[Signature]
 Cadogan A. Miller, Surveyor
 Cadogan A. Miller, Surveyor

Cartilicote of Final Plat Approval

Pursuant to the Unified Development Code of the City of Commerce and all requirements of approval having been fulfilled, this final plat was given final approval by the Zoning Administrator and it is entitled to be recorded in the Clerk's Office, Jackson County Superior Court.

[Signature]
 Zoning Administrator
 11/6/2026

Date

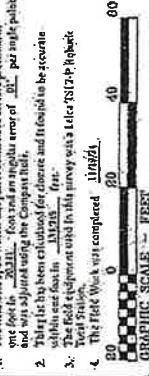
Notes

1. This survey was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
2. This survey was prepared in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
3. This survey was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
4. This survey was prepared in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
5. This survey was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.

BOUNDARY SURVEY FOR CITY OF COMMERCE LOCATED WITHIN City of Commerce G.M.D. 255 Jackson County, Georgia

Scale: 1" = 20' December 30, 2025

1. The field was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
2. This plat has been prepared in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
3. The field was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.
4. The field was prepared in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Surveying and Mapping.



CARLAN
 LAND SURVEYORS
 870 SOUTH DROAD STREET
 COMMERCE, GA 30529
 (706) 336-9559



Page 1 of 1
 11/6/2026



City Council Agenda

Subject: Moratorium of the Acceptance of Applications for the Demolition of Buildings and Structures - extend additional 180 days & extension applicable to structures built prior to 1960.

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

The Historic Preservation Working Group is continuing work on the elements to create a draft Historic Preservation Ordinance, identifying areas of the city to preserve, and working to ensure all requirements per DCA are followed. This work will continue in conjunction with the DDA, Planning Commission, and Council.

The extension of the moratorium is for an additional 6 months. Additionally, under the extension property owners could apply for a demo permit for any structures built after 12/31/1959. The working group identified this year as a starting point for discussion of structures to potentially save that are older than 1960. The moratorium would remain in place for any structures built prior to that date thereby further protecting structures that would be otherwise protected under the yet-to-be proposed ordinance.

This would also allow newer structures to be demolished per the normal permit process through the Building Department.

The extension would end at midnight on 10/20/2026 if not otherwise extended or terminated early by Council.

Department: Administration

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

[Moratorium 2026 Demolition - 3.10.26.docx](#)



Resolution

Whereas the Mayor and Council of the City of Commerce hereby declare it to be the purpose and intent of the City to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation, and use of places, districts, sites, buildings, structures, and works of art having a special historical, cultural, or aesthetic interest or value to the City of Commerce; and

Whereas the City of Commerce is in the process of establishing regulations and procedures to accomplish such purposes, including, but not limited to, the establishment of a Historic Preservation Commission, and

Whereas the City is also in the process of reviewing and revising regulations and procedures for the demolition or relocation of structures within a historic district or historic landmarks in the City; and

Whereas the process of developing regulations and procedures and identifying historic districts and landmarks in the City may take as much as 180 days; and

Whereas it is in the best interest of the public to maintain the current status quo and condition of certain potentially historic buildings and structures to prevent loss of same before a new Historic Preservation Ordinance is fully adopted by the Council;

Now and therefore, the City of Commerce City Council hereby declares a moratorium of the acceptance of applications for the demolition of buildings and structures which were built before December 31, 1959 within the City of Commerce. Any person or entity applying for a demolition permit shall present proof of the age of the structure(s) to be demolished. A permit may be granted if the Building Director determines that the structure(s) were built after December 31, 1959. The Council may grant an exception to this moratorium in the case of an emergency which requires demolition in order to protect against imminent danger to persons or property. This moratorium shall terminate at midnight on October 20, 2026, unless sooner terminated by the City Council.

This ____ day of _____ 2026.

Clark Hill, Mayor City of Commerce



City Council Agenda

Subject: Consideration of Resolutions to acquire easements necessary for the Grove Creek WPCP Project

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

In February, Council voted on this measure for 5 of the parcels needed for the WPCP project leaving 4 remaining parcels owned by 3 property owners. Staff has continued negotiations with those 3 property owners and still expects to come to an agreement. However, due to construction time constraints, staff is asking for Council to vote on the resolutions for the remaining parcels in the event that negotiations break down to allow staff to move forward with easement acquisition prior to April's voting session if need be.

The remaining parcels are Tax Map/Parcel #s as shown in yellow (West to East) on the current easement map:

002 001A - 1596 Ridgeway Church Rd (Jackson County)

019 003A - 100 Pottery Road (Jackson County)

B55 006 - 100 Pottery Road (Banks County)

B54 D017 - 30732 Hwy 441 (Banks County)

Department:

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

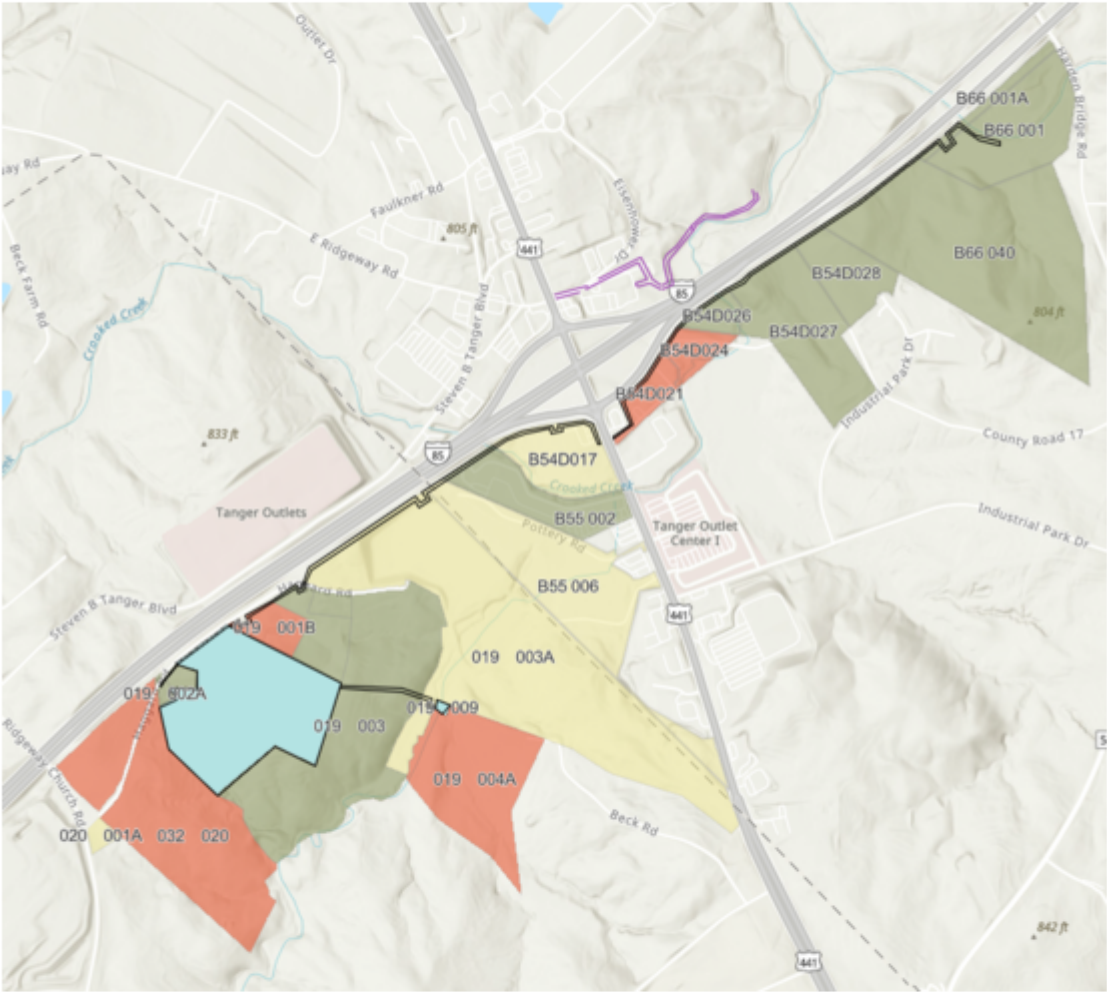
[Easement Map 03.10.26](#)

[Resolution 137 Acres Banks County.pdf](#)

[Resolution 137 Acres Jackson County.pdf](#)

[Resolution SVC ZB.pdf](#)

[Resolution Troy.pdf](#)



APPENDIX A TO EXHIBIT A

RESOLUTION AND ORDER OF THE CITY COUNCIL OF COMMERCE, GEORGIA

WHEREAS, the City of Commerce has laid out and determined to acquire, construct and install and equip certain facilities located in Banks County, Georgia for the purpose of constructing and installing and maintaining wastewater lines, gas lines, electric lines and/or fiber optic lines and related facilities and equipment for a new wastewater treatment plant project as part of its waste water system (hereinafter “Project”), and being more fully shown on plans and drawings on file in the office of the City of Commerce, 110 State Street, Commerce, Georgia 30529; and

WHEREAS, in order to complete the Project expeditiously, it is necessary that the land for the construction of said Project be acquired without delay; and

WHEREAS, the parcel of land as herein described and as listed below, shown of record as owned by the person(s) named herein, all as described in the Appendix B to this Order hereinafter enumerated, said Appendix, being by reference made a part of this Order, are essential for the construction of said Project.

Required land: a permanent easement interest in 0.03 acres of land and a temporary easement interest twenty-four months in duration from the commencement of construction in 0.01 acres of land, said lands being more particularly described in the Appendix B to this Exhibit A.

APPENDIX “A”

Owners: 137 Acres, LLC

NOW, THEREFORE, it is found by the City Council of the City of Commerce, Georgia, that the circumstances are such that it is necessary that the land as described in Appendix B to this Resolution and Order be acquired by condemnation under the provisions of O.C.G.A. §§32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140; and

IT IS ORDERED that the City of Commerce proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B to this Resolution and Order by condemnation under the provisions of said Code, and the Attorney for the City of Commerce, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 16th day of March, 2026.

CITY OF COMMERCE, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk, City of Commerce, Georgia

APPENDIX "A"

GEORGIA, BANKS COUNTY

I, Sandra Haggard, do hereby certify that I am City Clerk of the City of Commerce, Georgia.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution and Order of the City Council of the City of Commerce, Georgia, dated March 16, 2026, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution and Order is on file at the office of the City Clerk at the Commerce City Hall, 110 State Street, Commerce, Georgia.

Given under my hand and the seal of the City of Commerce, this 16th day of March, 2026.

CITY CLERK
CITY OF COMMERCE, GEORGIA

[SEAL]

APPENDIX "A"

APPENDIX B TO EXHIBIT A

LEGAL DESCRIPTION AND PLAT

A PERMANENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF
BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE
SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY)
AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE
30' RIGHT OF WAY);

THENCE LEAVING SAID INTERSECTION ALONG THE NORTHEASTERLY RIGHT OF
WAY OF HAGGARD ROAD SOUTH 71 DEGREES 18 MINUTES 04 SECONDS EAST AND
DISTANCE OF 19.19 FEET TO A POINT;

THENCE NORTH 21 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 26.84
FEET TO A 1" OPEN TOP PIPE FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF
INTERSTATE 85;

THENCE ALONG SAID RIGHT OF WAY NORTH 21 DEGREES 04 MINUTES 56
SECONDS EAST A DISTANCE OF 121.87 FEET TO A CONCRETE MONUMENT FOUND;

THENCE NORTH 56 DEGREES 03 MINUTES 55 SECONDS EAST A DISTANCE OF
401.49 FEET TO A CONCRETE MONUMENT FOUND;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF
876.42 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 33 DEGREES 57 MINUTES 29
SECONDS EAST A DISTANCE OF 77.30 FEET TO A POINT;

THENCE NORTH 56 DEGREES 02 MINUTES 31 SECONDS EAST A DISTANCE OF 80.00
FEET TO A POINT;

THENCE NORTH 33 DEGREES 57 MINUTES 29 SECONDS WEST A DISTANCE OF 77.40
FEET TO A POINT FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF
INTERSTATE 85;

THENCE ALONG SAID RIGHT OF WAY NORTH 55 DEGREES 58 MINUTES 28
SECONDS EAST A DISTANCE OF 121.70 FEET TO A POINT, SAID POINT BEING THE
POINT OF BEGINNING;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 38.41
FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 69 DEGREES 38 MINUTES 00
SECONDS EAST A DISTANCE OF 36.90 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 57.03
FEET TO A POINT;

THENCE ALONG THE SHARED LINE OF BANKS AND JACKSON COUNTIES NORTH
39 DEGREES 29 MINUTES 32 SECONDS WEST A DISTANCE OF 30.14 FEET TO A
POINT FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85, SAID
POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.03 ACRES 1,427 SQUARE FEET, MORE OR
LESS.

A TEMPORARY CONSTRUCTION EASEMENT TWENTY-FOUR (24) MONTHS IN DURATION FROM THE COMMENCEMENT OF CONSTRUCTION OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE 30' RIGHT OF WAY);

THENCE LEAVING SAID INTERSECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 NORTH 55 DEGREES 49 MINUTES 56 SECONDS EAST AND DISTANCE OF 33.64 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 21 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 121.87 FEET TO A CONCRETE MONUMENT FOUND;

THENCE NORTH 56 DEGREES 03 MINUTES 55 SECONDS EAST A DISTANCE OF 401.49 FEET TO A CONCRETE MONUMENT FOUND;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST 1078.12 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 39 DEGREES 29 MINUTES 32 SECONDS EAST 30.14 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST 57.03 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 38 MINUTES 00 SECONDS EAST 12.30 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST 63.23 FEET TO A POINT;

THENCE NORTH 39 DEGREES 29 MINUTES 32 SECONDS WEST 10.05 FEET TO A POINT;

SAID TRACT OR PARCEL CONTAINS 0.01 ACRES 611 SQUARE FEET, MORE OR LESS.

APPENDIX "B"

CLERK OF THE SUPERIOR COURT RECORDING
INFORMATION

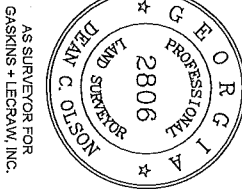
LINE	LENGTH	BEARING
L1	33.64	N55°49'56"E
L2	38.41	N55°58'28"E
L3	36.90	S69°38'00"E
L4	57.03	S55°58'28"W
L5	30.14	N39°29'32"W
L6	12.30	S69°38'00"E
L7	63.23	S55°58'28"W
L8	10.05	N39°29'32"W

SURVEY NOTES

- A. THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER. REDUNDANT LINEAR MEASUREMENTS WERE USED TO VERIFY ACCURACY AND THE POSITIONAL TOLERANCE IS 0.07'. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN N/A FEET.
- B. THE VERTICAL DATUM IS BASED ON NAVD 88. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, NAD 83. GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING eGPS GNSS REAL TIME NETWORK.

SURVEYOR'S CERTIFICATION

(I/WE) THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECONCILIATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN THE 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.

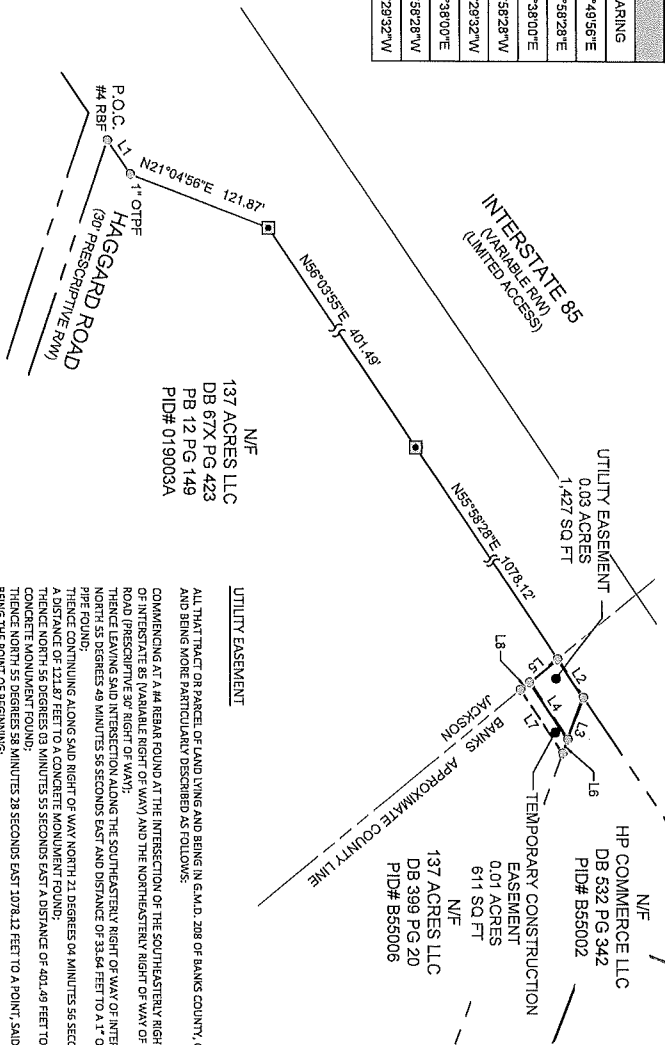


AS SURVEYOR FOR
GASKINS + LECRAW, INC.

DEAN C. OLSON

GEORGIA PLS No. 2806

DATE: 1/27/2028



UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/4 REAR RIGHT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE 30' RIGHT OF WAY); THENCE LEAVING SAID INTERSECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) SOUTH 55 DEGREES 49 MINUTES 58 SECONDS EAST AND DISTANCE OF 33.64 FEET TO A 1\"/>

SAID TRACT OR PARCEL CONTAINS 0.03 ACRES 1,427 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/4 REAR RIGHT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE 30' RIGHT OF WAY); THENCE LEAVING SAID INTERSECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) SOUTH 55 DEGREES 49 MINUTES 58 SECONDS EAST AND DISTANCE OF 33.64 FEET TO A 1\"/>

PROCESSED BY: GASKINS + LECRAW, INC.
GASKINS + LECRAW
1265 POWDER SPRINGS RD SW
MARLETTA, GA 30054
PHONE - 770.424.7158
www.gaskinslecray.com
LSF001371

REVISIONS:

REV. #	DESCRIPTION	DATE

UTILITY EASEMENT PREPARED FOR
137 ACRES LLC

PROJECT LOCATION

PID# B55006
G.M.D. 208, BANKS COUNTY, GEORGIA

CALL BEFORE YOU DIG



Key: North Arrow
Call before you dig.

SCALE & ARROW:



GRID NORTH, GEORGIA WEST ZONE

SCALE: 1\"/>

SURVEY INFO:

DRAWN BY: CAM

REVIEWED BY: DCO

JOB #: 01810002.000

DATE: 1/27/2028

SHEET NUMBER

1 OF 1

APPENDIX C TO EXHIBIT A

APPRAISER'S AFFIDAVIT

GEORGIA, BANKS COUNTY

Personally comes Christopher W. McDuffie, who on oath says:

1. Affiant was employed by the City of Commerce, Georgia to appraise a permanent easement interest in 0.03 acres of land and a temporary easement interest twenty-four months in duration from the commencement of construction in 0.01 acres of land, required for construction of facilities related to a new wastewater project in the Banks County, Georgia for said City and makes this sworn statement to be used in connection with condemnation proceedings under the O.C.G.A. §§ 32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140, for the acquisition of said parcels.

2. Affiant is familiar with real estate in said County and in the vicinity where said parcels are located. Affiant has personally inspected the property or right condemned and in appraising said parcels affiant took into consideration the Fair Market Value of said parcels, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcels and other rights for the construction of said Project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcels, and any consequential damages or benefits considered, is in the amount of \$1,620.00

Christopher W. McDuffie

Sworn to and subscribed before me,
this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX "C"

APPENDIX A TO EXHIBIT A

RESOLUTION AND ORDER OF THE CITY COUNCIL OF COMMERCE, GEORGIA

WHEREAS, the City of Commerce has laid out and determined to acquire, construct and install and equip certain facilities located in Jackson County, Georgia for the purpose of constructing and installing and maintaining wastewater lines, gas lines, electric lines and/or fiber optic lines and related facilities and equipment for a new wastewater treatment plant project as part of its waste water system (hereinafter “Project”), and being more fully shown on plans and drawings on file in the office of the City of Commerce, 110 State Street, Commerce, Georgia 30529; and

WHEREAS, in order to complete the Project expeditiously, it is necessary that the land for the construction of said Project be acquired without delay; and

WHEREAS, the parcel of land as herein described and as listed below, shown of record as owned by the person(s) named herein, all as described in the Appendix B to this Order hereinafter enumerated, said Appendix, being by reference made a part of this Order, are essential for the construction of said Project.

Required land: permanent easement interests in 0.12 acres of land and 1.22 acres of land and temporary easement interests, twenty-four months in duration from the commencement of construction, in 0.04 acres of land, 0.04 acres of land and 0.40 acres of land, said lands being more particularly described in the Appendix B to this Exhibit A.

Owner: 137 Acres, LLC

NOW, THEREFORE, it is found by the City Council of the City of Commerce, Georgia, that the circumstances are such that it is necessary that the land as described in Appendix B to this Resolution and Order be acquired by condemnation under the provisions of O.C.G.A. §§32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140; and

IT IS ORDERED that the City of Commerce proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B to this Resolution and Order by condemnation under the provisions of said Code, and the Attorney for the City of Commerce, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 16th day of March, 2026.

CITY OF COMMERCE, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk, City of Commerce, Georgia

APPENDIX "A"

GEORGIA, JACKSON COUNTY

I, Sandra Haggard, do hereby certify that I am City Clerk of the City of Commerce, Georgia.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution and Order of the City Council of the City of Commerce, Georgia, dated March 16, 2026, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution and Order is on file at the office of the City Clerk at the Commerce City Hall, 110 State Street, Commerce, Georgia.

Given under my hand and the seal of the City of Commerce, this 16th day of March, 2026.

CITY CLERK
CITY OF COMMERCE, GEORGIA

[SEAL]

APPENDIX "A"

APPENDIX B TO EXHIBIT A

LEGAL DESCRIPTION AND PLAT

A PERMANENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255, OF JACKSON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE INTERSECTION OF THE CENTER OF GROVE CREEK AND AN UNNAMED CREEK, WITH GEORGIA WEST STATE PLANE COORDINATES NORTHING: 1,545,160.46, EASTING: 2,507,782.15, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE CENTER OF GROVE CREEK SOUTH 18 DEGREES 10 MINUTES 23 SECONDS WEST A DISTANCE OF 9.42 FEET TO A POINT,

THENCE SOUTH 25 DEGREES 05 MINUTES 14 SECONDS WEST A DISTANCE OF 7.10 FEET TO A POINT;

THENCE LEAVING SAID CREEK NORTH 71 DEGREES 23 MINUTES 01 SECONDS WEST A DISTANCE OF 68.31 FEET TO A POINT;

THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 70.27 FEET TO A POINT;

THENCE NORTH 72 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 70.48 FEET TO A POINT;

THENCE NORTH 22 DEGREES 45 MINUTES 24 SECONDS EAST A DISTANCE OF 30.11 FEET TO A POINT;

THENCE SOUTH 72 DEGREES 13 MINUTES 58 SECONDS EAST A DISTANCE OF 80.95 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 81.85 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 23 MINUTES 45 SECONDS EAST A DISTANCE OF 52.75 FEET TO A POINT FOUND IN THE CENTER OF GROVE CREEK;

THENCE ALONG SAID CREEK SOUTH 18 DEGREES 10 MINUTES 23 SECONDS WEST A DISTANCE OF 2.74 FEET TO A POINT FOUND AT THE INTERSECTION GROVE CREEK AND AN UNNAMED CREEK, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.12 ACRES, 5076 SQUARE FEET, MORE OR LESS.

ALSO, A PERMANENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255 OF JACKSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE 30' RIGHT OF WAY);

THENCE LEAVING SAID INTERSECTION ALONG THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD SOUTH 71 DEGREES 18 MINUTES 04 SECONDS EAST AND DISTANCE OF 19.19 FEET TO A POINT, SAID POINT BEING THE POINT OF

BEGINNING;
THENCE NORTH 21 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 26.84 FEET TO A 1" OPEN TOP PIPE FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85;
THENCE ALONG SAID RIGHT OF WAY NORTH 21 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 121.87 FEET TO A CONCRETE MONUMENT FOUND;
THENCE NORTH 56 DEGREES 03 MINUTES 55 SECONDS EAST A DISTANCE OF 401.49 FEET TO A CONCRETE MONUMENT FOUND;
THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 876.42 FEET TO A POINT;
THENCE LEAVING SAID RIGHT OF WAY SOUTH 33 DEGREES 57 MINUTES 29 SECONDS EAST A DISTANCE OF 77.30 FEET TO A POINT;
THENCE NORTH 56 DEGREES 02 MINUTES 31 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT;
THENCE NORTH 33 DEGREES 57 MINUTES 29 SECONDS WEST A DISTANCE OF 77.40 FEET TO A POINT FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85;
THENCE ALONG SAID RIGHT OF WAY NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 121.70 FEET TO A POINT;
THENCE LEAVING SAID RIGHT OF WAY ALONG THE SHARED LINE OF BANKS AND JACKSON COUNTIES SOUTH 39 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 30.14 FEET TO A POINT;
THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 94.60 FEET TO A POINT;
THENCE SOUTH 33 DEGREES 57 MINUTES 29 SECONDS EAST A DISTANCE OF 77.43 FEET TO A POINT;
THENCE SOUTH 56 DEGREES 02 MINUTES 31 SECONDS WEST A DISTANCE OF 140.00 FEET TO A POINT;
THENCE NORTH 33 DEGREES 57 MINUTES 29 SECONDS WEST A DISTANCE OF 77.27 FEET TO A POINT;
THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 846.41 FEET TO A POINT;
THENCE SOUTH 56 DEGREES 03 MINUTES 55 SECONDS WEST A DISTANCE OF 392.06 FEET TO A POINT;
THENCE SOUTH 21 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 138.01 FEET TO A POINT FOUND ON HAGGARD ROAD;
THENCE ALONG SAID RIGHT OF WAY NORTH 71 DEGREES 18 MINUTES 04 SECONDS WEST A DISTANCE OF 30.03 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.
SAID TRACT OR PARCEL CONTAINS 1.22 ACRES, 53,222 SQUARE FEET, MORE OR LESS.

A TEMPORARY CONSTRUCTION EASEMENT TWENTY-FOUR (24) MONTHS IN DURATION FROM THE COMMENCEMENT OF CONSTRUCTION OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255, OF JACKSON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE INTERSECTION OF THE CENTER OF GROVE CREEK AND AN UNNAMED CREEK, WITH GEORGIA WEST STATE PLANE COORDINATES NORTHING: 1,545,160.46, EASTING: 2,507,782.15;
THENCE ALONG THE CENTER OF GROVE CREEK SOUTH 18 DEGREES 10 MINUTES 23 SECONDS WEST A DISTANCE OF 9.42 FEET TO A POINT;
THENCE SOUTH 25 DEGREES 05 MINUTES 14 SECONDS WEST A DISTANCE OF 7.10 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;
THENCE SOUTH 25 DEGREES 05 MINUTES 14 SECONDS WEST A DISTANCE OF 8.01 FEET TO A POINT;
THENCE LEAVING SAID CREEK NORTH 71 DEGREES 23 MINUTES 01 SECONDS WEST A DISTANCE OF 75.29 FEET TO A POINT;
THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 73.25 FEET TO A POINT;
THENCE NORTH 72 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 62.02 FEET TO A POINT,
THENCE NORTH 22 DEGREES 45 MINUTES 24 SECONDS EAST A DISTANCE OF 5.02 FEET TO A POINT;
THENCE SOUTH 72 DEGREES 13 MINUTES 58 SECONDS EAST A DISTANCE OF 70.48 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST A DISTANCE OF 70.27 FEET TO A POINT;
THENCE SOUTH 71 DEGREES 23 MINUTES 01 SECONDS EAST A DISTANCE OF 68.31 FEET TO A POINT FOUND ON THE CENTERLINE OF GROVE CREEK, SAID POINT BEING THE POINT OF BEGINNING
SAID TRACT OR PARCEL CONTAINS 0.04 ACRES, 1619 SQUARE FEET, MORE OR LESS.

ALSO, A TEMPORARY CONSTRUCTION EASEMENT TWENTY-FOUR (24) MONTHS IN DURATION FROM THE COMMENCEMENT OF CONSTRUCTION OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255, OF JACKSON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOUND AT THE INTERSECTION OF THE CENTER OF GROVE CREEK AND AN UNNAMED CREEK, WITH GEORGIA WEST STATE PLANE COORDINATES NORTHING: 1,545,160.46, EASTING: 2,507,782.15;
THENCE ALONG GROVE CREEK NORTH 18 DEGREES 10 MINUTES 23 SECONDS EAST A DISTANCE OF 2.74 FEET TO A POINT;
THENCE LEAVING SAID CREEK NORTH 71 DEGREES 23 MINUTES 45 SECONDS WEST A DISTANCE OF 52.75 FEET TO A POINT;
THENCE NORTH 00 DEGREES 09 MINUTES 25 SECONDS EAST A DISTANCE OF 81.85 FEET TO A POINT;
THENCE NORTH 72 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 80.95 FEET TO A POINT;

THENCE NORTH 22 DEGREES 45 MINUTES 24 SECONDS EAST A DISTANCE OF 5.02 FEET TO A POINT;
THENCE SOUTH 72 DEGREES 13 MINUTES 58 SECONDS EAST A DISTANCE OF 87.78 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST A DISTANCE OF 75.86 FEET TO A POINT;
THENCE SOUTH 71 DEGREES 23 MINUTES 01 SECONDS EAST A DISTANCE OF 47.33 FEET TO A POINT FOUND IN THE CENTER OF GROVE CREEK;
THENCE ALONG SAID CREEK SOUTH 18 DEGREES 04 MINUTES 23 SECONDS WEST A DISTANCE OF 0.63 FEET TO A POINT;
THENCE SOUTH 18 DEGREES 10 MINUTES 23 SECONDS WEST A DISTANCE OF 10.16 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.
SAID TRACT OR PARCEL CONTAINS 0.04 ACRES 1629 SQUARE FEET, MORE OR LESS.

ALSO, A TEMPORARY CONSTRUCTION EASEMENT TWENTY-FOUR (24) MONTHS IN DURATION FROM THE COMMENCEMENT OF CONSTRUCTION OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255 OF JACKSON COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD (PRESCRIPTIVE 30' RIGHT OF WAY);

THENCE LEAVING SAID INTERSECTION ALONG THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD SOUTH 71 DEGREES 18 MINUTES 04 SECONDS EAST AND DISTANCE OF 19.19 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 71 DEGREES 18 MINUTES 04 SECONDS EAST A DISTANCE OF 30.33 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY NORTH 21 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 138.01 FEET TO A POINT;

THENCE NORTH 56 DEGREES 03 MINUTES 55 SECONDS EAST A DISTANCE OF 392.06 FEET TO A POINT;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 846.41 FEET TO A POINT;

THENCE SOUTH 33 DEGREES 57 MINUTES 29 SECONDS EAST A DISTANCE OF 77.27 FEET TO A POINT;

THENCE NORTH 56 DEGREES 02 MINUTES 31 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT;

THENCE NORTH 33 DEGREES 57 MINUTES 29 SECONDS WEST A DISTANCE OF 77.43 FEET TO A POINT;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 94.60 FEET TO A POINT;

THENCE ALONG THE SHARED LINE OF BANKS AND JACKSON COUNTIES SOUTH 39 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 10.05 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 85.57 FEET TO A POINT;
THENCE SOUTH 33 DEGREES 57 MINUTES 29 SECONDS EAST A DISTANCE OF 77.45 FEET TO A POINT;
THENCE SOUTH 56 DEGREES 02 MINUTES 31 SECONDS WEST A DISTANCE OF 160.00 FEET TO A POINT;
THENCE NORTH 33 DEGREES 57 MINUTES 29 SECONDS WEST A DISTANCE OF 77.26 FEET TO A POINT;
THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 836.41 FEET TO A POINT;
THENCE SOUTH 56 DEGREES 03 MINUTES 55 SECONDS WEST A DISTANCE OF 388.92 FEET TO A POINT;
THENCE SOUTH 21 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 134.44 FEET TO A POINT FOUND ON THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD;
THENCE ALONG SAID RIGHT OF WAY NORTH 71 DEGREES 18 MINUTES 04 SECONDS WEST A DISTANCE OF 10.01 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.
SAID TRACT OR PARCEL CONTAINS 0.40 ACRES 17,629 SQUARE FEET, MORE OR LESS.

APPENDIX "B"

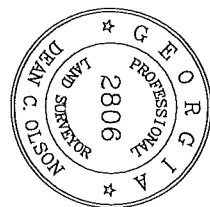
SURVEY NOTES

- A. THIS LAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER. REBOUNDANT LINEAR MEASUREMENTS WERE USED TO VERIFY ACCURACY AND THE POSITIONAL TOLERANCE IS 0.01". THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN N/A FEET.
- B. THE VERTICAL DATUM IS BASED ON NAVD 88. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, AND '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY CERROGANT REBOUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING AGPS GNSS REAL TIME NETWORK.

SURVEYOR'S CERTIFICATION

(W) THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECOGNITION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

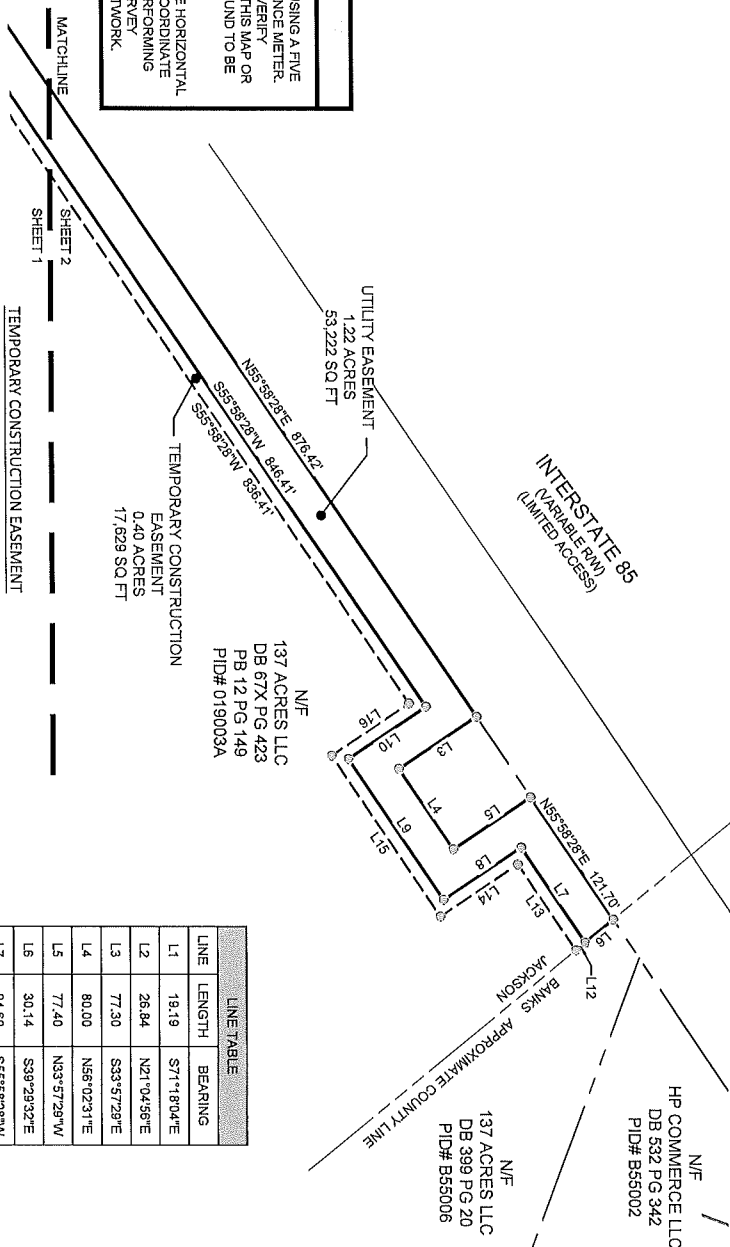
AS SURVEYOR FOR
GASKINS + LECRAW, INC.



DEAN C. OLSON

GEORGIA PL

DATE: 1/27/2026



LINE TABLE			
LINE	LENGTH	BEARING	
L1	19.19	S71°18'04"E	
L2	26.84	N21°04'56"E	
L3	77.30	S33°57'29"E	
L4	80.00	S56°02'31"E	
L5	77.40	N33°57'29"W	
L6	30.14	S39°29'52"E	
L7	94.60	S56°58'28"W	
L8	77.43	S33°57'29"E	
L9	140.00	S56°02'31"W	
L10	77.27	N33°57'29"W	
L11	30.03	N71°18'04"W	
L12	10.05	S39°29'52"E	
L13	85.57	S56°58'28"W	
L14	77.45	S33°57'29"E	
L15	160.00	S56°02'31"W	
L16	77.26	N33°57'29"W	
L17	10.01	N71°18'04"W	

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LIVING AND BEING IN G.M.D., 255 OF JACKSON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 44 BEER AROUND AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERESTER 16 TO THE RIGHT OF WAY;

THENCE LEAVING SAID INTERSECTION ALONG THE NORTHEASTERLY RIGHT OF WAY OF HAGGARD ROAD SOUTH 17 DEGREES 18 MINUTES 04 SECONDS EAST AND DISTANCE OF 19.19 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 17 DEGREES 18 MINUTES 04 SECONDS EAST A DISTANCE OF 30.33 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY NORTH 17 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 19.01 FEET TO A POINT;

THENCE NORTH 56 DEGREES 09 MINUTES 55 SECONDS EAST A DISTANCE OF 92.08 FEET TO A POINT;

THENCE NORTH 56 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 77.77 FEET TO A POINT;

THENCE NORTH 56 DEGREES 02 MINUTES 11 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT;

THENCE NORTH 33 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 77.73 FEET TO A POINT;

THENCE NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 94.60 FEET TO A POINT;

THENCE ALONG THE SHARED USE OF PEAKS AND JACKSON COUNTIES SOUTH 90 DEGREES 28 MINUTES 32 SECONDS EAST A DISTANCE OF 1.05 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 95.57 FEET TO A POINT;

THENCE SOUTH 33 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 77.60 FEET TO A POINT;

THENCE SOUTH 56 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 160.00 FEET TO A POINT;

THENCE NORTH 56 DEGREES 09 MINUTES 28 SECONDS WEST A DISTANCE OF 160.00 FEET TO A POINT;

THENCE SOUTH 56 DEGREES 09 MINUTES 55 SECONDS WEST A DISTANCE OF 388.92 FEET TO A POINT;

THENCE SOUTH 21 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 134.44 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 01 MINUTES RIGHT OF WAY OF HAGGARD ROAD;

THENCE ALONG SAID RIGHT OF WAY NORTH 17 DEGREES 18 MINUTES 04 SECONDS WEST A DISTANCE OF 10.01 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAD TRACT OR PARCEL CONTAINS 0.40 ACRES 17,629 SQUARE FEET, MORE OR LESS.

[illegible]

LSF001371

© 2026 GASKINS + LECRAW, INC
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
www.gaskinslecraw.com

GASKINS
+LECRAW

PREPARED IN THE OFFICE OF

CALL BEFORE YOU DIG

UTILITY EASEMENT PREPARED FOR
137 ACRES LLC

PROJECT LOCATION
COMMERCE 2.0 MGD GROVE CRE
PID# 019003A
G.M.D. 255, JACKSON COUNTY, GEORGIA

Know what's below.
Call before you dig.
SCALE & ARROW:

SCALE & ARROW:

GRID NORTH, GEORGIA WEST ZONE

SCALE: 1" = 100'

DRAWN BY:

RECEIVED BY: 040

DATE: _____

2052

APPENDIX C TO EXHIBIT A

APPRAISER'S AFFIDAVIT

GEORGIA, JACKSON COUNTY

Personally comes Christopher W. McDuffie, who on oath says:

1. Affiant was employed by the City of Commerce, Georgia to appraise permanent easement interests in 0.12 acres of land and 1.22 acres of land and temporary easement interests, twenty-four months in duration from the commencement of construction, in 0.04 acres of land, 0.04 acres of land and 0.40 acres of land required for construction of facilities related to a new wastewater project in the Jackson County, Georgia for said City and makes this sworn statement to be used in connection with condemnation proceedings under the O.C.G.A. §§ 32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140, for the acquisition of said parcels.

2. Affiant is familiar with real estate in said County and in the vicinity where said parcels are located. Affiant has personally inspected the property or right condemned and in appraising said parcels affiant took into consideration the Fair Market Value of said parcels, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcels and other rights for the construction of said Project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcels, and any consequential damages or benefits considered, is in the amount of \$72,780.00

Christopher W. McDuffie

Sworn to and subscribed before me,
this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX "C"

APPENDIX A TO EXHIBIT A

RESOLUTION AND ORDER OF THE CITY COUNCIL OF COMMERCE, GEORGIA

WHEREAS, the City of Commerce has laid out and determined to acquire, construct and install and equip certain facilities located in Banks County, Georgia for the purpose of constructing and installing and maintaining wastewater lines, gas lines, electric lines and/or fiber optic lines and related facilities and equipment for a new wastewater treatment plant project as part of its waste water system (hereinafter "Project"), and being more fully shown on plans and drawings on file in the office of the City of Commerce, 110 State Street, Commerce, Georgia 30529; and

WHEREAS, in order to complete the Project expeditiously, it is necessary that the land for the construction of said Project be acquired without delay; and

WHEREAS, the parcel of land as herein described and as listed below, shown of record as owned by the person(s) named herein, all as described in the Appendix B to this Order hereinafter enumerated, said Appendix, being by reference made a part of this Order, are essential for the construction of said Project.

Required land: a permanent easement interest in 0.95 acres of land and a temporary easement interest twenty-four months in duration from the commencement of construction in 0.34 acres of land, said lands being more particularly described in the Appendix B to this Exhibit A.

Owners: SVC ZB Properties, LLC

NOW, THEREFORE, it is found by the City Council of the City of Commerce, Georgia, that the circumstances are such that it is necessary that the land as described in Appendix B to this Resolution and Order be acquired by condemnation under the provisions of O.C.G.A. §§32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140; and

IT IS ORDERED that the City of Commerce proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B to this Resolution and Order by condemnation under the provisions of said Code, and the Attorney for the City of Commerce, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 16th day of March, 2026.

CITY OF COMMERCE, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk, City of Commerce, Georgia

APPENDIX "A"

GEORGIA, BANKS COUNTY

I, Sandra Haggard, do hereby certify that I am City Clerk of the City of Commerce, Georgia.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution and Order of the City Council of the City of Commerce, Georgia, dated March 16, 2026, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution and Order is on file at the office of the City Clerk at the Commerce City Hall, 110 State Street, Commerce, Georgia.

Given under my hand and the seal of the City of Commerce, this 16th day of March, 2026.

CITY CLERK
CITY OF COMMERCE, GEORGIA

[SEAL]

APPENDIX B TO EXHIBIT A

LEGAL DESCRIPTION AND PLAT

A PERMANENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF
BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE MITERED
INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85
(VARIABLE RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF
HIGHWAY 441 (VARIABLE RIGHT OF WAY), SAID POINT BEING THE POINT OF
BEGINNING;

THENCE ALONG SAID MITERED INTERSECTION SOUTH 68 DEGREES 52 MINUTES
10 SECONDS EAST A DISTANCE OF 87.43 FEET TO A CONCRETE MONUMENT
FOUND;

THENCE LEAVING SAID INTERSECTION ALONG THE SOUTHWESTERLY RIGHT OF
WAY OF HIGHWAY 441 SOUTH 22 DEGREES 37 MINUTES 46 SECONDS EAST A
DISTANCE OF 217.47 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 68 DEGREES 27 MINUTES 49
SECONDS WEST A DISTANCE OF 30.01 FEET TO A POINT;

THENCE NORTH 22 DEGREES 37 MINUTES 46 SECONDS WEST A DISTANCE OF
204.09 FEET TO A POINT;

THENCE NORTH 68 DEGREES 52 MINUTES 10 SECONDS WEST A DISTANCE OF 66.25
FEET TO A POINT;

THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF
228.05 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 04 MINUTES 16 SECONDS EAST A DISTANCE OF 44.21
FEET TO A POINT;

THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF
112.98 FEET TO A POINT;

THENCE NORTH 10 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 44.21
FEET TO A POINT;

THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF
168.90 FEET TO A POINT

THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF
443.33 FEET, WITH A RADIUS OF 1060.37 FEET, SUBTENDED BY A CHORD OF 440.11
FEET, WITH A CHORD BEARING OF SOUTH 67 DEGREES 57 MINUTES 06 SECONDS
WEST TO A POINT;

THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 25.73
FEET TO A POINT FOUND IN A THE CENTER OF AN UNNAMED CREEK;

THENCE ALONG SAID CREEK CENTERLINE NORTH 51 DEGREES 49 MINUTES 08
SECONDS WEST A DISTANCE OF 4.02 FEET TO A POINT;

THENCE CONTINUING ALONG SAID CREEK CENTERLINE NORTH 62 DEGREES 22
MINUTES 39 SECONDS WEST A DISTANCE OF 29.74 FEET TO A POINT FOUND AT
THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85
AND THE CENTER OF SAID CREEK;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 NORTH

55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 41.08 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 455.87 FEET, WITH A RADIUS OF 1090.37 FEET, SUBTENDED BY A CHORD OF 452.56 FEET, WITH A CHORD BEARING OF NORTH 67 DEGREES 57 MINUTES 06 SECONDS EAST TO A POINT;
THENCE NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 198.90 FEET TO A POINT;
THENCE LEAVING SAID RIGHT OF WAY SOUTH 10 DEGREES 04 MINUTES 16 SECONDS EAST A DISTANCE OF 44.21 FEET TO A POINT;
THENCE NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 52.98 FEET TO A POINT;
THENCE NORTH 10 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 44.21 FEET TO A POINT FOUND ON THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85;
THENCE ALONG SAID RIGHT OF WAY NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 266.43 FEET TO A CONCRETE MONUMENT FOUND, SAID POINT BEING THE POINT OF BEGINNING.
SAID TRACT OR PARCEL CONTAINS 0.95 ACRES, 41185 SQUARE FEET, MORE OR LESS.

A TEMPORARY CONSTRUCTION EASEMENT TWENTY-FOUR (24) MONTHS IN DURATION FROM THE COMMENCEMENT OF CONSTRUCTION OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 208 OF BANKS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE MITERED INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 85 (VARIABLE RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF HIGHWAY 441 (VARIABLE RIGHT OF WAY);

THENCE ALONG SAID MITERED INTERSECTION SOUTH 68 DEGREES 52 MINUTES 10 SECONDS EAST A DISTANCE OF 87.43 FEET TO A POINT;

THENCE LEAVING SAID INTERSECTION ALONG THE SOUTHWESTERLY RIGHT OF WAY OF HIGHWAY 441 SOUTH 22 DEGREES 37 MINUTES 46 SECONDS EAST A DISTANCE OF 217.47 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 22 DEGREES 37 MINUTES 46 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 67 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT;

THENCE NORTH 22 DEGREES 37 MINUTES 46 SECONDS WEST A DISTANCE OF 240.39 FEET TO A POINT;

THENCE NORTH 68 DEGREES 52 MINUTES 10 SECONDS WEST A DISTANCE OF 59.19 FEET TO A POINT;

THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF 215.26 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 04 MINUTES 16 SECONDS EAST A DISTANCE OF 44.21 FEET TO A POINT;
 THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF 132.98 FEET TO A POINT;
 THENCE NORTH 10 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 44.21 FEET TO A POINT;
 THENCE SOUTH 79 DEGREES 55 MINUTES 44 SECONDS WEST A DISTANCE OF 158.90 FEET TO A POINT;
 THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 439.15 FEET, WITH A RADIUS OF 1050.37 FEET, SUBTENDED BY A CHORD OF 435.96 FEET, WITH A CHORD BEARING OF SOUTH 67 DEGREES 57 MINUTES 06 SECONDS WEST TO A POINT;
 THENCE SOUTH 55 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 22.52 FEET TO A POINT FOUND IN THE CENTER OF AN UNNAMED CREEK;
 THENCE ALONG CENTERLINE OF SAID CREEK NORTH 51 DEGREES 49 MINUTES 08 SECONDS WEST A DISTANCE OF 10.50 FEET TO A POINT;
 THENCE LEAVING SAID CREEK NORTH 55 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 25.73 FEET TO A POINT;
 THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 443.33 FEET, WITH A RADIUS OF 1060.37 FEET, SUBTENDED BY A CHORD OF 440.11 FEET, WITH A CHORD BEARING OF NORTH 67 DEGREES 57 MINUTES 06 SECONDS EAST TO A POINT;
 THENCE NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 168.90 FEET TO A POINT;
 THENCE SOUTH 10 DEGREES 04 MINUTES 16 SECONDS EAST A DISTANCE OF 44.21 FEET TO A POINT;
 THENCE NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 112.98 FEET TO A POINT;
 THENCE NORTH 10 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 44.21 FEET TO A POINT;
 THENCE NORTH 79 DEGREES 55 MINUTES 44 SECONDS EAST A DISTANCE OF 228.05 FEET TO A POINT;
 THENCE SOUTH 68 DEGREES 52 MINUTES 10 SECONDS EAST A DISTANCE OF 66.25 FEET TO A POINT;
 THENCE SOUTH 22 DEGREES 37 MINUTES 46 SECONDS EAST A DISTANCE OF 204.09 FEET TO A POINT;
 THENCE NORTH 68 DEGREES 27 MINUTES 49 SECONDS EAST A DISTANCE OF 30.01 FEET TO A POINT FOUND ON THE SOUTHWESTERLY RIGHT OF WAY OF HIGHWAY 441, SAID POINT BEING THE POINT OF BEGINNING;
 SAID TRACT OR PARCEL CONTAINS 0.34 ACRES, 14882 SQUARE FEET, MORE OR LESS.

INTERSTATE 85
(VARIABLE RM)
(LIMITED ACCESS)

~~C2~~ 60D NAIL
ON LINE

N/F
SVC ZB PROPERTIES, LLC
DB 587 PG 257
PID# B54D017

0.34 ACRES
14882 SQ FT

N79°55'44"E 198.90

© 2026 GASKINS + LECRAW, INC
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
www.gaskinsleecraw.com

ASKINS
-ECRAW

REVISIONS

3	REVISED OWNER	2/9/26
2	REVISED FOR NEW AUGMENT	5/7/25
1	ADDRESSED COMMENTS	10/18/24
REV. #	DESCRIPTION	DATE

UTILITY EASEMENT PREPARED FOR
SVC ZB PROPERTIES, LLC

PROJECT LOCATION
COMMERCE 2.0 MGD GROVE CREEK WPCP
PID# B54D017
G.M.D. 208
BANKS COUNTY, GEORGIA

CALL BEFORE YOU DIG



**Know what's below.
Call before you dig.**

SCALE & ARROW

GRID NORTH, GEORGIA WEST ZONE

0' 25' 50'

SCALE: 1" = 50'

SURVEY INFO:

DRAWN BY:	CAM
REVIEWED BY:	DCO

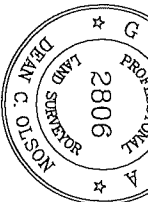
JOB #: 01810002.000
DATE: 10/02/2024

SHEET NUMBER

SURVEYOR'S CERTIFICATION

(W)THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECOGNITION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-5-67.

AS SURVEYOR FOR
GASKINS + LECRAW, INC.



SURVEY NOTES

A. THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER. REDUNDANT LINEAR MEASUREMENTS WERE USED TO VERIFY ACCURACY AND THE POSITIONAL TOLERANCE IS 0.07". THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN N/A FEET.

B. THE VERTICAL DATUM IS BASED ON NAVD 88. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, NAD '83. GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE. AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING eGPS GNSS REAL TIME NETWORK.

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1060.37'	443.33'	S67°57'06"W	440.11'
C2	1090.37'	455.87'	N67°57'06"E	452.56'
C3	1060.37'	433.15'	S67°57'06"W	435.96'

LINE TABLE			
LINE	LENGTH	BEARING	
L1	30.01	S68°27.49'W	
L2	44.21	S10°04.16'E	
L3	44.21	N10°04.16'W	
L4	25.73	S55°56.28'W	
L5	4.02	N51°49.08'E	
L6	29.74	N62°22.39'W	
L7	41.08	N55°58.28'E	
L8	44.21	S10°04.16'E	
L9	52.98	N79°55.44'E	
L10	44.21	N10°04.16'W	
L11	40.00	S22°37.46'E	
L12	40.00	S67°22.14'W	
L13	44.21	S10°04.16'E	
L14	44.21	N10°04.16'W	
L15	22.52	S55°56.28'W	
L16	10.50	N51°49.08'W	

This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and shall be used for which it was prepared. Return of and implicit reliance on this document without written authorization and adaptation by Quanta - LDCraw, Inc. shall be without liability to Quanta - LDCraw, Inc. Copyright © 2004 Quanta - LDCraw, Inc.

APPENDIX C TO EXHIBIT A

APPRAISER'S AFFIDAVIT

GEORGIA, BANKS COUNTY

Personally comes Christopher W. McDuffie, who on oath says:

1. Affiant was employed by the City of Commerce, Georgia to appraise a permanent easement interest in 0.95 acres of land and a temporary easement interest twenty-four months in duration from the commencement of construction in 0.34 acres of land, required for construction of facilities related to a new wastewater project in the Banks County, Georgia for said City and makes this sworn statement to be used in connection with condemnation proceedings under the O.C.G.A. §§ 32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140, for the acquisition of said parcels.

2. Affiant is familiar with real estate in said County and in the vicinity where said parcels are located. Affiant has personally inspected the property or right condemned and in appraising said parcels affiant took into consideration the Fair Market Value of said parcels, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcels and other rights for the construction of said Project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcels, and any consequential damages or benefits considered, is in the amount of \$197,900.00

Christopher W. McDuffie

Sworn to and subscribed before me,
this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX "C"

APPENDIX A TO EXHIBIT A

RESOLUTION AND ORDER OF THE CITY COUNCIL OF COMMERCE, GEORGIA

WHEREAS, the City of Commerce has laid out and determined to acquire, construct and install and equip certain facilities located in Jackson County, Georgia for the purpose of constructing and installing and maintaining wastewater lines, gas lines, electric lines and/or fiber optic lines and related facilities and equipment for a new wastewater treatment plant project as part of its waste water system (hereinafter “Project”), and being more fully shown on plans and drawings on file in the office of the City of Commerce, 110 State Street, Commerce, Georgia 30529; and

WHEREAS, in order to complete the Project expeditiously, it is necessary that the land for the construction of said Project be acquired without delay; and

WHEREAS, the parcel of land as herein described and as listed below, shown of record as owned by the person(s) named herein, all as described in the Appendix B to this Order hereinafter enumerated, said Appendix, being by reference made a part of this Order, are essential for the construction of said Project.

Required land: a permanent easement interest in 0.13 acres of land, said lands being more particularly described in the Appendix B to this Exhibit A.

APPENDIX “A”

Owners: Daniel Troy

NOW, THEREFORE, it is found by the City Council of the City of Commerce, Georgia, that the circumstances are such that it is necessary that the land as described in Appendix B to this Resolution and Order be acquired by condemnation under the provisions of O.C.G.A. §§32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140; and

IT IS ORDERED that the City of Commerce proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B to this Resolution and Order by condemnation under the provisions of said Code, and the Attorney for the City of Commerce, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 16th day of March, 2026.

CITY OF COMMERCE, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk, City of Commerce, Georgia

APPENDIX "A"

GEORGIA, JACKSON COUNTY

I, Sandra Haggard, do hereby certify that I am City Clerk of the City of Commerce, Georgia.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution and Order of the City Council of the City of Commerce, Georgia, dated March 16, 2026, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution and Order is on file at the office of the City Clerk at the Commerce City Hall, 110 State Street, Commerce, Georgia.

Given under my hand and the seal of the City of Commerce, this 16th day of March, 2026.

CITY CLERK
CITY OF COMMERCE, GEORGIA

[SEAL]

APPENDIX B TO EXHIBIT A

LEGAL DESCRIPTION AND PLAT

A PERMANENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 255, OF
JACKSON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT AN AXLE FOUND ON THE EASTERLY RIGHT-OF-WAY OF
RIDGEWAY CHURCH ROAD (VARIABLE RIGHT-OF-WAY) WITH GEORGIA WEST
STATE PLANE COORDINATES NORTHING: 1,543,966.23 EASTING: 2,504,318.07;
THENCE ALONG SAID RIGHT-OF-WAY SOUTH 15 DEGREES 43 MINUTES 09
SECONDS EAST A DISTANCE OF 6.27 FEET TO A POINT FOUND AT THE
INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF RIDGEWAY CHURCH ROAD
AND THE NORTHWESTERLY PRESCRIPTIVE RIGHT-OF-WAY OF HAGGARD ROAD
(30' PRESCRIPTIVE RIGHT-OF-WAY), SAID POINT BEING THE POINT OF
BEGINNING;

THENCE LEAVING SAID INTERSECTION ALONG THE NORTHWESTERLY
PRESCRIPTIVE RIGHT-OF-WAY OF HAGGARD ROAD NORTH 42 DEGREES 26
MINUTES 59 SECONDS EAST A DISTANCE OF 142.98 FEET TO A POINT;
THENCE CONTINUING ALONG SAID PRESCRIPTIVE RIGHT-OF-WAY NORTH 41
DEGREES 43 MINUTES 02 SECONDS EAST A DISTANCE OF 38.84 FEET TO A POINT;
THENCE LEAVING SAID PRESCRIPTIVE RIGHT-OF-WAY SOUTH 47 DEGREES 15
MINUTES 25 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT FOUND ON
THE SOUTHEASTERLY PRESCRIPTIVE RIGHT-OF-WAY OF HAGGARD ROAD;
THENCE ALONG SAID PRESCRIPTIVE RIGHT-OF-WAY SOUTH 41 DEGREES 43
MINUTES 02 SECONDS WEST A DISTANCE OF 38.49 FEET TO A POINT;
THENCE CONTINUING ALONG PRESCRIPTIVE RIGHT-OF-WAY SOUTH 42 DEGREES
26 MINUTES 59 SECONDS WEST A DISTANCE OF 161.79 FEET TO A POINT FOUND
AT THE INTERSECTION OF PRESCRIPTIVE RIGHT-OF-WAY AND THE EASTERLY
RIGHT-OF-WAY OF RIDGEWAY CHURCH ROAD;
THENCE LEAVING SAID INTERSECTION ALONG THE EASTERLY RIGHT OF WAY OF
RIDGEWAY CHURCH ROAD NORTH 15 DEGREES 43 MINUTES 09 SECONDS WEST A
DISTANCE OF 35.31 FEET TO A POINT, SAID POINT BEING THE POINT OF
BEGINNING.

SAID TRACT OR PARCEL HAVING AND AREA OF 0.13 ACRES (5732 SQUARE FEET),
MORE OR LESS.

APPENDIX C TO EXHIBIT A

APPRAISER'S AFFIDAVIT

GEORGIA, JACKSON COUNTY

Personally comes Christopher W. McDuffie, who on oath says:

1. Affiant was employed by the City of Commerce, Georgia to appraise a permanent easement interest in 0.13 acres of land required for construction of facilities related to a new wastewater project in the Jackson County, Georgia for said City and makes this sworn statement to be used in connection with condemnation proceedings under the O.C.G.A. §§ 32-3-4 through 32-3-19 and O.C.G.A. § 22-3-140, for the acquisition of said parcels.

2. Affiant is familiar with real estate in said County and in the vicinity where said parcels are located. Affiant has personally inspected the property or right condemned and in appraising said parcels affiant took into consideration the Fair Market Value of said parcels, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcels and other rights for the construction of said Project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcels, and any consequential damages or benefits considered, is in the amount of \$7,500.00.

Christopher W. McDuffie

Sworn to and subscribed before me,
this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX "C"



City Council Agenda

Subject: Street Closures & Parking Lot Closure - Art-Tique Festival

Date: March 16, 2026

Budget Impact: **Category:** Downtown Tourism

Funding Source: DDA Budget

City Council Action Requested On:
03/16/2026

Request for Approval Street Closures and Use of Public Property for the Art and Antique Festival
Staff requests approval to close the following streets for the first annual Art and Antique Festival in downtown Commerce on April 25 and April 26 2026:

State Street from Cherry Street to Broad Street from 8am - 8pm

Central Avenue from State Street to Broad Street from 8am - 8pm

Cherry Street to View Street to Line Street. In addition, approval is requested to close the Public Parking Lot on State Street and the DDA property on View Street for event use. Closed Friday, 23rd at 12 noon and reopened 9pm Sunday, 26th.

Closure of State Street parking lot at 8 am and a portion of State Street to Broad St beginning at 4pm on Friday, April 23rd.

This festival, though new to Commerce, has been successfully held for over 23 years and has recently selected Commerce as the preferred host location for its well known event series. The festival is fully coordinated and managed by the event owner and will not require city staffing for operational needs, except two off duty police for each day beginning Saturday and ending Sunday. The City will provide barricades, cones, and street closure signage as needed. DDA Director Natalie Thomas will obtain all required GDOT approvals for state route closures and will handle all advertising and public notifications. Director Thomas will also coordinate with Jackson County Emergency Services, the City Police Chief, and the Fire Chief to ensure all safety and emergency protocols are in place. The event historically attracts approximately 10,000 attendees and has a dedicated following of more than 35,000. Downtown businesses and restaurants are expected to benefit significantly due to the strong and consistent turnout. The festival is anticipated to have a positive economic impact on the downtown district. The event owner has also expressed interest in hosting recurring festivals in Commerce each April, June, August, and October. The April and October events typically feature 300+ vendors, while the June and August events host 150+ vendors. Each event draws between 10,000 and 15,000 attendees. The DDA fee to host the event space is \$1000.00 for the first event and may be negotiated for future events once adjusted (if any) needs develop. Braselton and Lawrenceville do not charge for the event or electricity. Buford charges \$25 per vendor for electricity. Commerce will not supply electricity per the event coordinator. Event will run Saturday 9am-6pm and Sunday 10am-5pm

Department: Mainstreet/DDA

Staff recommends Staff recommends approval.

See attached map of street and parking closures.

Matthew Hailey

Matthew Hailey, Assistant City Manager 03/16/2026

[arttiquemap.pdf](#)
[braselton .png](#)



Closed Roads

Event Area



Microsoft, Vantor, Sources: Esri, TomTom, Garmin, PAO, NOAA, USGS, G
OpenStreetMap contributors, and the GIS User Community

CITY OF COMMERCE

City of Commerce Road Closure Event Map





City Council Agenda

Subject: Agreement with Buckhead Capital Management (BCM) for investment advisory services.

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

BCM will provide fiduciary management of the City's investment portfolio in accordance with an approved Investment Policy, including ongoing monitoring, reporting, and strategic allocation recommendations. The agreement formalizes the scope of services, fee structure, and compliance requirements necessary to support prudent, transparent management of public funds.

Department: Finance

Staff recommends approval per review by the City Attorney.

Matthew Hailey

Matthew Hailey, Assistant City Manager

[BCM Fixed Income_City of Commerce_03.02.26.pdf](#)

[Contract - GA Public Funds - Institutional Fixed Income Clean.doc](#)

Fixed Income



March 2, 2026

Matt Boden, CFA

404-720-8786

mboden@buckheadcapital.com

Rick Nelson

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rnelson@buckheadcapital.com

Kathy Stratton, CFA

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Tara Hagan

775-230-3717

thagan@buckheadcapital.com

Chad Stephens

404-720-0851

cstephens@buckheadcapital.com

Fixed Income Team



Matt Boden, CFA Matt serves as a Portfolio Manager for Fixed Income Portfolios. Prior to joining BCM, he was Portfolio Manager with StableRiver Capital Management, where he was responsible for managing \$2 billion in fixed income assets for institutional clients. Prior to StableRiver, he worked for both ValuBond Securities and JP Morgan. Matt received a B.S. in MSIS from Penn State and an M.B.A. in Finance from Georgia State University. He is a CFA charterholder, a member of the CFA Institute, and the CFA Atlanta Society of Financial Analysts. He is also an Associate Member of the Georgia Government Finance Officers Association.



Rick Nelson Rick serves as a Portfolio Manager for Fixed Income Portfolios. Prior to joining BCM, he was the CEO/CIO for StableRiver Capital Management, a fixed income boutique with \$9 billion in assets under management. Prior to StableRiver, Rick was a Senior Vice President of Fixed Income at Wachovia Asset Management. Rick earned a B.S. degree in Business Management from St. Francis College and his MBA in Finance from Mercer University. He is also an Associate Member of the Georgia Government Finance Officers Association.



Chad Stephens Chad is a Portfolio Manager for Fixed Income portfolios. Prior to joining BCM in 2016, he spent 15 years with StableRiver Capital Management where he specialized in securitized products on a fixed-income team that managed over \$9 billion for institutional clients and mutual funds. Prior to joining StableRiver (owned by SunTrust Bank until June 2014), Chad worked for Wachovia Securities in fixed-income trading for seven years. He began his career with South Carolina National Bank as a credit analyst after graduating in 1989 from the College of Charleston with a Bachelor of Science in Business.



Kathy Stratton, CFA Kathy serves as a Portfolio Manager for Fixed Income portfolios. Prior to joining BCM, she was a Partner and Portfolio Manager with Invesco, specializing in fixed income, equity and balanced fund management for institutional clients. Kathy began her career with the Bank Investment Securities Division of Bank of America and has more than twenty-five years of investment experience. She holds a B.S. in Psychology from Vanderbilt University. Kathy is a CFA charterholder, a member of the CFA Institute, and a member of the CFA Atlanta Society. She is also an Associate Member of the Georgia Government Finance Officers Association.



Brett Snavelly, CPA Brett serves as a Research Analyst for Fixed Income portfolios. Prior to joining BCM, Brett spent over 13 years at Nardella & Taylor, a full-service CPA firm. Most recently, in his role as a Senior Manager at Nardella & Taylor, he was a leader of the field examination teams, responsible for performing collateral audits and business analysis for asset-based loans. Brett earned a B.S. degree in Accounting from Providence College and a Masters in Finance from University of Southern New Hampshire. Brett is a Certified Public Accountant.



Tara Hagan Tara serves as the Director of Operations for the Fixed Income Team. Before joining BCM Fixed Income, she was the Chief Financial Officer for the Iowa Public Employees' Retirement System (IPERS), responsible for financial reporting, cash management, and investment accounting. Before IPERS, she worked for nearly 15 years for the State of Nevada. During her time with the State of Nevada, she was Chief Deputy Treasurer for the State Treasurer's Office and the Executive Director of the Nevada Public Employees' Deferred Compensation Program. Tara holds a B.A. in Journalism and Political Science from the University of Iowa.

Experience & Partnership for the City of Commerce

BCM Fixed Income combines **institutional investment experience** with a **partnership-focused approach**, serving as a dedicated investment resource to the City.

Experienced & Independent

- Portfolio managers average over **30 years of investment experience**
- Extensive experience serving **public-sector clients**, including operating funds and reserves
- Asset management is our sole business; **independent** of a bank or financial institution
- Based in Atlanta with **direct access to portfolio managers**

Serving as the City's Investment Partner

- Provide **discretionary investment management** aligned with City policy
- **Support the City Manager and CFO** with specialized expertise
- Align investments with **O.C.G.A. authorized instruments and internal policy**

Strategic Cash & Active Portfolio Management

- Analyze **operating cash, reserves, and capital balances**
- **Segment liquidity** based on projected spending timelines
- Evaluate CDs, Georgia Fund 1, Treasuries, and agencies for **relative value**
- **Lock in yields** when appropriate while maintaining **safety and liquidity**
- **Adjust positioning** as market conditions evolve

Oversight, Reporting & Education

- **Monitor risk**, maturity exposure, and statutory compliance
- Provide **clear reporting** suitable for Council and audit review
- Offer ongoing **market updates** and **investment education**

What Should We Do With the Money Entrusted to Us?

As stewards of public funds, the City is responsible for ensuring taxpayer dollars are invested prudently and in accordance with Georgia law.



Preserve Principal

Protect taxpayer dollars from unnecessary risk.



Maintain Sufficient Liquidity

Ensure funds are available to meet operational and capital obligations.



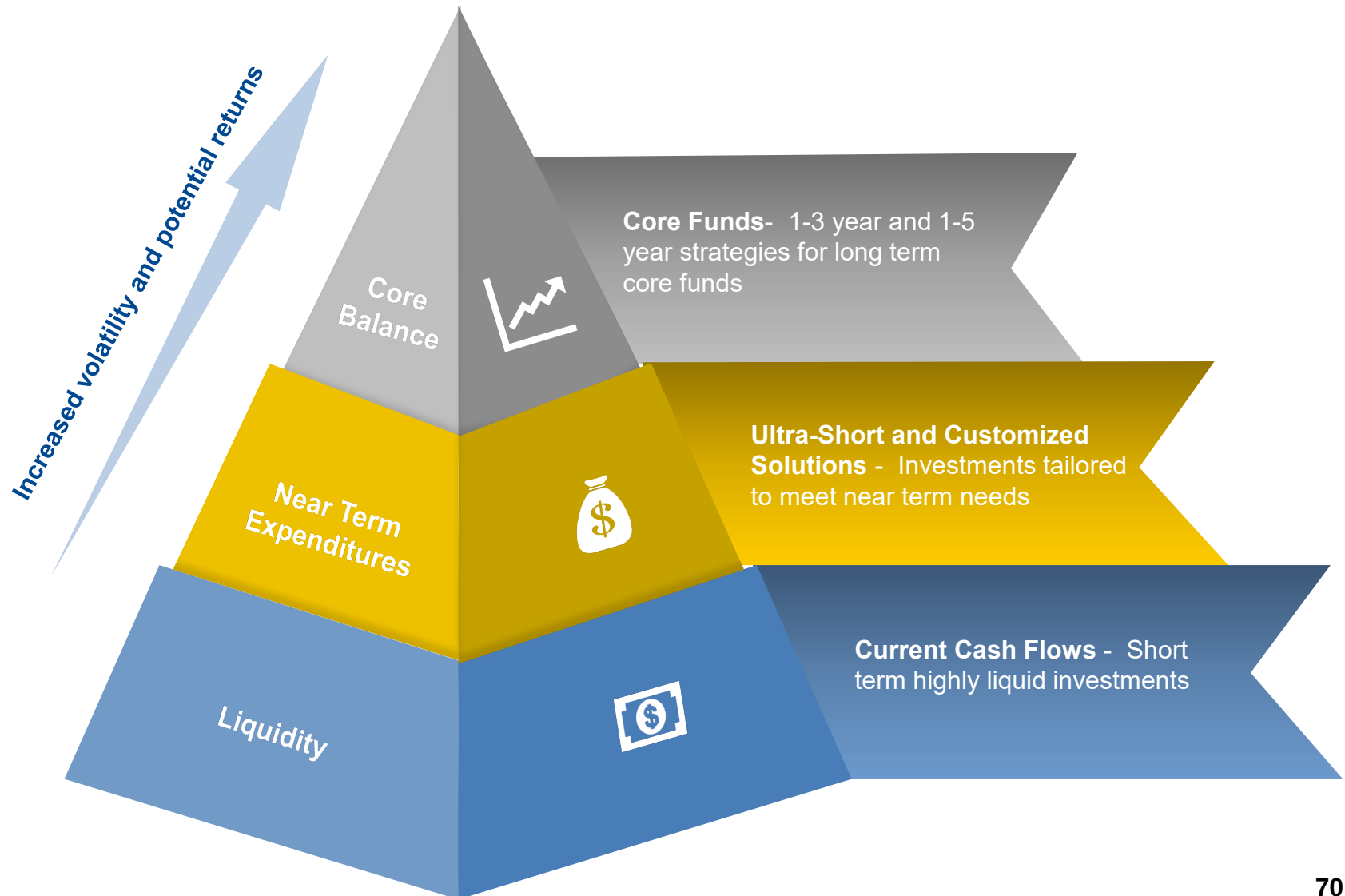
Seek Appropriate Return — Within Those Constraints

Pursue the highest return available under equivalent conditions of safety and liquidity (O.C.G.A. § 36-83-4(c)).



Safety and liquidity first. Return, when conditions allow.

Cash Management Pyramid



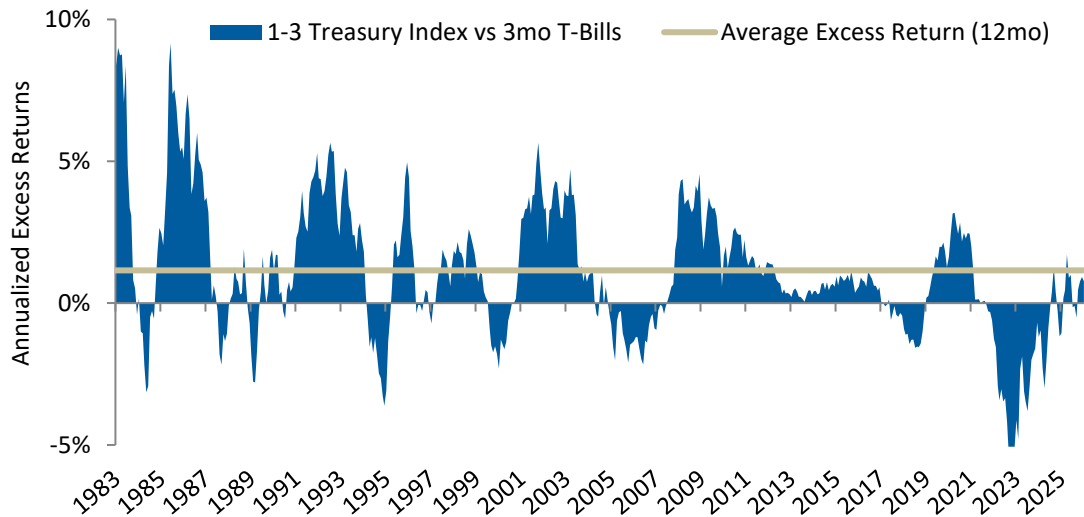
Fixed Income Process



- **Multi-faceted** process focuses on each of the four components of fixed income portfolio construction.
- **Portfolio duration and curve** adjusted based on inflation-adjusted yields, market conditions, and forecasts, considering macroeconomic projections, inflation expectations, global rates, technical factors, and Fed policy, while adhering to client guidelines and internal risk management.
- **Disciplined approach** to control risk in each phase of the process.
- **Designed to generate superior risk-adjusted returns** over time.*

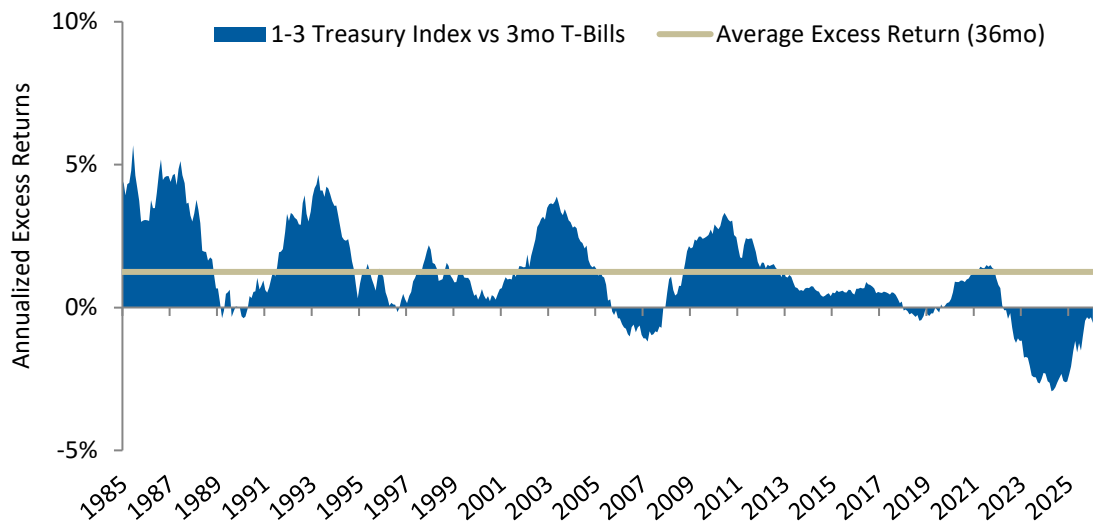
*The information ratios for all institutional fixed income composites with >3-year track records are positive for the last 3-year, 5-year, and since inception time periods, as calculated by Evestment Analytics. Information ratio is defined as "A measure of the risk-adjusted returns of a financial asset or portfolio relative to a certain benchmark." Please see the GIPS® Reports for additional information regarding composite performance.

Short Term Bond Strategy – 1-3 Year Treasuries vs. Cash



Conclusion:

- 530 Rolling 12-Month Periods
- 69.8% Short-Term Bonds outperformed 69.8% of the time when compared to cash (T-bills)
- +115bp Average outperformance margin of 1.15% per year
- 95.3% Short Term Bonds had positive returns over 95.3% of the time periods



Conclusion:

- 506 Rolling 36-Month Periods
- 79.4% Short-Term Bonds outperformed 79.4% of the time when compared to cash (T-bills)
- +125bp Average outperformance margin of 1.25% per year
- 96.2% Short Term Bonds had positive returns over 96.2% of 3-year time periods

BCM Fixed Income Fee Schedule

Georgia Public Funds
0.08% on the first \$100,000,000
0.06% on the next \$100,000,000
0.05% on the amount in excess of \$200,000,000

Advisory fees are calculated based on the assets under management in the portfolio on the last business day of the quarter. For contributions or withdrawals, the advisory fee will be adjusted to reflect the time that the amount of the contribution or withdrawal was in the portfolio.

INVESTMENT ADVISOR AGREEMENT
BUCKHEAD CAPITAL MANAGEMENT, LLC
3100 Cumberland Boulevard, Suite 1450
Atlanta, Georgia 30339

The undersigned ("Client") hereby engages Buckhead Capital Management, LLC ("BCM") to provide investment advisory services to Client upon the terms and conditions set forth below (the "Agreement"):

A. Services. BCM shall purchase, sell and exchange corporate bonds, U.S. government bonds, and other securities on a discretionary basis and construct an appropriate portfolio for Client ("Portfolio"). BCM is authorized to do all things necessary or incidental to the furtherance or conduct of the Portfolio, subject to the terms of this Agreement. BCM's investment decisions will be based on its analysis of securities and their potential for meeting Client's investment goals. BCM shall act as Client's agent and attorney in fact with respect to the funds and securities in the Portfolio (the "Assets") and buy, sell and exchange the Assets for the account of Client, and at the exclusive risk of Client. In buying, selling, or exchanging securities on behalf of Client, BCM shall act in its sole discretion and shall have no responsibility to consult Client prior to any transaction.

B. Investment Guidelines. If Client wishes to have the Portfolio managed according to specific guidelines ("Investment Guidelines"), then Client shall submit proposed Investment Guidelines to BCM for its review and approval. If such Investment Guidelines have been agreed to by Client and BCM, they are attached to this Agreement as Exhibit "B" and the Portfolio shall be managed according to such Investment Guidelines.

C. Brokerage. Subject to the Investment Guidelines, if any, attached as Exhibit B, BCM has sole and complete discretionary authority to place all orders for the purchase or sale of securities for the Portfolio with brokers and dealers selected by it. To this end, BCM is authorized, subject to such Investment Guidelines, if any, to establish trading accounts in the name of Client to manage the Assets of the Portfolio in the same manner and with the same force and effect as Client might or could do, except that Client's assets will be held at all times in Client's name by a registered broker-dealer or other qualified custodian that is independent of BCM, and that BCM has no authority to withdraw funds or securities from the accounts; the foregoing shall not prevent BCM from submitting orders to sell Assets in the Portfolio pursuant to the grant of investment discretion in this Agreement.

BCM is authorized to aggregate purchase and sale orders for securities held (or to be held) in Client's Portfolio with similar orders being made on the same day for other client accounts managed by BCM. Such orders will be aggregated and the costs spread among all such client accounts in a fair and equitable manner.

D. Non-Exclusive Agreement. Client understands and acknowledges that:

1. BCM has and will continue to furnish investment advice and services to persons other than Client;
2. Client is not entitled to receive preferential treatment from BCM in relation to the treatment provided by BCM to any other client; and
3. BCM is at all times free, in its sole discretion, to provide advisory services or take action for other persons, or for any proprietary accounts, that differs from the services provided or action taken on behalf of Client, at the same or different times.

E. Custody of Assets and Registration of Securities.

1. Custodial Services. BCM will not provide the Client with custodial services. All Assets subject to this Agreement shall be held and retained by an independent broker-dealer or other qualified custodian.

F. Advisory Fees. For the services provided to Client pursuant to this Agreement, BCM shall be entitled to, and Client shall pay, advisory fees in accordance with the Schedule of Fees in effect at the time of the execution of this Agreement. Such advisory fees shall be paid on a quarterly basis in arrears, in accordance with the applicable Schedule of Fees, which shall be attached to this Agreement as Exhibit "A". For any quarter in which this Agreement commences or terminates, the advisory fees shall be prorated based upon the number of days in that quarter during which this Agreement is in effect.

G. Term of Agreement. This Agreement shall remain in full force and effect until the Agreement is terminated. This Agreement may be terminated by either party by providing the other with 30 days written notice. Upon termination, the final advisory fee shall be payable. Termination of the Agreement shall not affect the validity of any action previously taken under this Agreement or any liabilities or obligations incurred prior to termination.

H. Broker Fees, or Commissions for Execution, Custody, or Other Services. Client acknowledges and agrees that BCM is acting solely as Client's agent in all dealings with broker-dealers. BCM shall have no responsibility or liability with respect to any fees, charges, or commissions imposed or charged by the broker-dealers for execution, custody, or other services, all of which shall be paid by Client.

I. Meetings and Reports. BCM shall meet with Client regularly to discuss the progress of Client's Portfolio in detail and to determine if there are changes required in any Investment Guidelines that may exist. In addition, BCM shall prepare a quarterly review containing a list of Assets in the Portfolio, including their market value, and an analysis of the structure and content of the Portfolio.

J. Confidential Information. All information regarding the operations and investments of Client shall be regarded as confidential by BCM. Notwithstanding the foregoing, BCM may use or disclose such information as necessary to provide services under this Agreement. In addition, BCM may use Client's name on a general client list unless specifically prohibited by Client.

K. Risk and Liability. BCM has explained to Client and Client hereby represents and warrants that Client understands that investments in securities are inherently risky, and that the risks of such investments generally increase in proportion to the potential for return from such investments. Client understands that BCM is not a guarantor of the performance of any security purchased or sold and that BCM shall not be liable for any act or omission in connection with this Agreement, including the investment of the Assets, except in the case of BCM's gross negligence, malfeasance, misconduct, or willful violation of applicable law. Client understands that this Agreement provides BCM with discretionary authority to act on Client's behalf and that BCM will purchase, sell and exchange securities in Client's account without prior approval respecting any specific trade. Client understands that purchases and sales of securities will take place which Client will only learn of after the fact, although all trades shall conform to the Investment Guidelines, if any, attached as Exhibit B. This limitation shall not, however, act to relieve BCM from any liability for breach of any responsibility, obligation or duty which BCM may have under any applicable state or federal law.

L. Assignment. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended) by either the Client or BCM without the written consent of the other party. The parties specifically acknowledge that BCM Fixed Income intends to divest from Buckhead Capital Management effective as of January 1, 2027, and Client hereby consents to the assignment of this Agreement to BCM Fixed Income effective upon written notice to Client.

M. Communications. Any notice, instruction, statement, or other communication required or contemplated by this Agreement shall be in writing. All such communications shall be addressed to BCM at the address set forth above, or to Client at the address set forth below. Client agrees to provide BCM with updated information if any information previously provided to BCM has changed. Client also agrees that BCM may rely on all information Client provides under this Agreement.

N. Entire Agreement. This Agreement sets forth the entire understanding of the parties. Any previous agreements or understandings between the parties regarding the subject matter of this Agreement are merged into or substituted by this Agreement.

O. Amendments to this Agreement. This Agreement may be amended at any time or from time to time by agreement of the parties. All such amendments must be set forth in a written document executed in the same manner as this Agreement on behalf of Client and BCM.

P. Severability. In the event that any provision of this Agreement shall be considered void, voidable, illegal, or invalid for any reasons, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal, or invalid. All of the provisions of this Agreement not specifically found to be so deficient shall remain in full force and effect.

Q. Successors and Applicable Law. This Agreement shall inure to and be binding on the parties, and their heirs, administrators, successors or assigns and any other successor in interest, and shall be constructed and governed by the laws of the State of Georgia, without giving effect to its conflicts of law or choice of law principles.

R. Prior Acts. It is hereby understood and agreed that, to the extent BCM is assuming the responsibility for providing investment advice with respect to assets previously handled by another investment advisor, BCM shall not assume or be responsible for the investments, purchases or investment advice given by the prior investment advisor. BCM shall only be responsible for investments and investment advice provided to Client after the date of this Agreement.

S. Arbitration. Any controversy arising out of or related to this Agreement or the services performed by BCM shall be submitted to arbitration before the American Arbitration Association, in accordance with the rules and regulations of the applicable forum.

Client understands and agrees that:

- (i) Arbitration is final and binding on the parties;
- (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial;
- (iii) Pre-arbitration discovery is generally more limited than and different from court proceedings;
- (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited;
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
- (vi) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; or (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any right under this agreement except to the extent stated herein.

Client also acknowledges and agrees that nothing in this Section is intended to constitute a waiver or limitation of any non-waivable rights that Client may have under the Advisers Act, including, to the extent it is non-waivable, the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes under the Advisers Act

T. Form ADV and Privacy Policy. By executing this Agreement hereunder Client hereby represents, warrants and agrees that BCM has provided Client with a copy of Part 2 of its Form ADV as filed with the United States Securities and Exchange Commission, and with a copy of BCM's privacy policy.

U. Client Representations. Client hereby represents and warrants that: it has full power and authority to enter into this Agreement; the terms of the Agreement do not violate any obligation (including applicable law) by which Client is bound; this Agreement has been duly authorized and will be binding according to its terms; it is the beneficial owner of all the Assets and there are no restrictions on the transfer, sale or distribution of the Assets; all financial and other information that Client has furnished or will furnish in the future to BCM is true and accurate.

If Client is a corporation, the person signing on its behalf represents that the execution of this Agreement has been duly authorized by appropriate corporate action. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the activities contemplated by this Agreement are permitted by any applicable trust or plan and applicable law and that such person is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into and renew this Agreement. The trustee or fiduciary agrees to provide, if requested, an executed trustee certification, investment powers form and copies of the governing instruments authorizing the execution of this Agreement. The trustee or fiduciary undertakes to advise BCM of any material change in his or her authority or the propriety of entering into this Agreement.

V. Relationship of the Parties. In performing under this Agreement, BCM is an independent contractor (rather than an employee) of Client. This Agreement shall not be construed as creating a joint venture, partnership, or franchise relationship between the parties.

W. Waiver. The waiver of any provision of this Agreement shall not be deemed a past or future waiver of that or any other provision of the Agreement.

X. Survivability - Client acknowledges and agrees this Sections D, F, K, M, N, Q, S shall survive termination of this Agreement

Y. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

By my signature below, I hereby affirm representations and warranties contained herein and agree to be bound by the terms and conditions of this Agreement.

ACCEPTANCE

The foregoing Agreement is hereby accepted on this _____ day of _____, 20__.

By: _____

By: _____

BUCKHEAD CAPITAL MANAGEMENT, LLC

By: _____

EXHIBIT A

Fee Schedule

Georgia Public Funds
0.08% on the first \$100 million
0.06% on the next \$100 million
0.05% on all assets over \$200 million

Advisory fees are calculated based on the assets under management in the Portfolio on the last business day of the quarter. For contributions or withdrawals, the advisory fee will be adjusted to reflect the time that the amount of the contribution or withdrawal was in the Portfolio.

EXHIBIT B

Investment Guidelines



City Council Agenda

Subject: Adoption of City Investment Policy

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

The policy establishes the framework for the prudent management of public funds, including objectives for safety, liquidity, and yield; authorized investment instruments under Georgia law; internal controls; reporting requirements; and roles and responsibilities for investment oversight.

Department: Finance

Staff recommends approval pending review by the City Attorney.

Matthew Hailey, Assistant City Manager

[City of Commerce Draft Investment Policy Statement with City Council_cc.docx](#)



Investment Policy Statement

City of Commerce, Georgia

Adopted: [March 16, 2026]

Effective: [March 16, 2026]

Last Reviewed: February 2026

I. Policy Overview & Legality

Purpose

The purpose of this Investment Policy Statement (the "Policy") is to establish comprehensive cash management and investment guidelines for the City of Commerce, Georgia (the "City"), in the management and investment of all public funds available for investment. This Policy establishes investment objectives, standards of prudence, eligible investments, diversification requirements, and liquidity tiers for all funds available for investment by the City.

These policies ensure prudent management of public funds, timely availability of operating and capital funds, and competitive investment returns. The City has a fiduciary duty to protect public funds and manage investments to achieve safety, liquidity, compliance, and return. Protecting principal against default and investment risk is the highest priority.

The City Council (the "Council") adopts this Policy and delegates its implementation to the City Manager. The City Manager shall oversee the investment program and delegate daily management and execution authority to the Finance Director (as defined herein). No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director.

Legality

All City investments shall be conducted in strict compliance with:

1. The Official Code of Georgia Annotated (O.C.G.A.) §§ 36-80-3, 36-80-4, and 36-83-4, which authorize and govern local government investment activities;
2. O.C.G.A. § 36-82-7 and any applicable bond ordinances or debt covenants, which shall incorporate specific investment restrictions by reference;
3. This Investment Policy and written administrative procedures established by the Finance Director; and

4. Any applicable provisions of the Internal Revenue Code of 1986 and arbitrage rebate regulations, particularly for bond proceeds.

II. Scope

This Policy applies to all financial assets of the City of Commerce available for investment, including but not limited to:

- Operating funds
- Special revenue funds
- Debt service funds
- Capital project funds
- Permanent funds
- Any other funds not required by law or covenant to be segregated and invested in a different manner

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. See Appendix B for the City's Investment Pooling Policy.

III. Investment Objectives

The primary objectives of the City's Investment Program, presented in their absolute order of priority, are:

1. Safety of Principal

Safety of principal is the primary investment objective. All investments will seek to preserve capital across the portfolio. The City will prioritize credit quality and liquidity to reduce credit and interest rate risk.

2. Liquidity

The Investment Program shall maintain sufficient liquidity to enable the funding of all reasonably anticipated cash needs. Investments shall be structured to provide timely access to funds for operations, debt service, and capital projects.

3. Return on Investment

Consistent with safety and liquidity objectives, the Investment Program shall seek to achieve a market rate of return. The City shall structure its investment portfolio to earn competitive yields while maintaining appropriate levels of risk mitigation.

IV. Fund Specific Objectives

The City's investment funds will be structured to ensure sufficient cash is available for anticipated needs. Investment maturities will be structured to best meet the portfolios' cash flow requirements and liquidity objectives.

To achieve this objective, the City categorizes cash and investments based on liquidity needs and legal purposes: Liquidity Funds, Capital and Debt Funds, Long-term Core Reserve Funds, and Bond Proceeds.

1. **Liquidity Funds** consist of cash, money market accounts, and other investments with maturities generally less than one year. The Liquidity Portfolio is intended to meet operating or near-term cash needs (payroll, payables, routine disbursements) and earn a short-term market return on operating reserves.
2. **Capital and Debt Funds** are unrestricted funds invested to ensure investment maturities align with the expected future cash flow needs. This matching approach helps ensure funds are available for known liabilities when due, reducing reinvestment and liquidity risk.
3. **Longterm Core Reserve Funds** will be placed in permitted investments with an effective maturity of no more than five years from the purchase date. Mortgage-backed securities must have an average life of no more than five years at purchase.
4. **Bond Proceeds** will be invested in accordance with the specific requirements of the bond covenants. The City will structure these investments so that maturities align with anticipated future cash flow needs.

V. Standards of Prudence

A. Prudent Investor Standard

The City Manager, Finance Director, and all employees involved in the investment process must exercise the care, skill, prudence, and diligence that a prudent person in a similar role would use. Investments will be managed to minimize the risk of significant losses, unless circumstances clearly warrant otherwise.

External investment managers authorized to invest on the City's behalf must follow the "prudent investor" standard as defined in the Uniform Prudent Investor Act. Fiduciaries must act with care, skill, caution, and diligence, considering each investment in the context of the City's overall portfolio and strategy.

The City Manager, Finance Director, and other employees involved in the investment process who act in accordance with the Code of Georgia, this Policy, and related procedures, and exercise due diligence, will not be held personally responsible for an individual security's credit risk or market price changes, provided negative deviations are reported promptly and reasonable action is taken to address them.

B. Ethics and Conflicts of Interest

External investment professionals, City management, and staff involved in the investment process must avoid personal business activities that could conflict with the proper execution of the

investment program or impair impartial decision-making. Employees and investment officials must disclose any material interests in financial institutions with which they do business, as well as any personal financial positions related to the investment portfolio. Employees and officers must not engage in personal investment transactions with individuals conducting business on behalf of the City.

Code of Conduct: All investment officials, City staff, and external investment professionals shall:

1. **Disclose Material Interests:** Disclose in writing any material financial interests in or relationships with financial institutions with which the City conducts business, in accordance with applicable state ethics laws;
2. **Avoid Personal Conflicts:** Refrain from personal investment transactions with the same counterparty, broker-dealer, or financial institution with which they conduct business on behalf of the City;
3. **Report Gifts & Gratuities:** Disclose any gifts, gratuities, or other benefits of material value offered by any financial institution, broker-dealer, or investment manager;
4. **Maintain Impartiality:** Refrain from any personal business activity that could conflict with the proper execution and management of the investment program or impair their ability to make impartial decisions.

VI. Roles and Responsibilities

1. City Council

The City Council shall formally adopt and amend this Policy by ordinance or resolution. Upon adoption, Council shall delegate to the City Manager the authority to implement this Policy and establish written procedures, as necessary.

2. City Manager

The City Manager or designee shall oversee the investment activities of the Finance Director (Director) and is hereby delegated the authority as necessary to carry out the various components of this Policy. The City Manager or designee may execute agreements or documents necessary to administer the investment program effectively.

3. Finance Director

Under Georgia law, the Director, supervised by the City Manager, is directly responsible for managing the City's investment assets, including discretionary decisions to buy, sell, or hold securities within this Policy. The Director is authorized to establish the necessary organizational structure, financial reporting, and controls to achieve the Policy's investment objectives. Procedures should address safekeeping, reporting, and banking services.

4. Investment Manager

Each third-party investment manager must acknowledge in writing their fiduciary responsibility under applicable regulations. Managers have discretion to make investment decisions for assigned assets, while adhering to all policies, guidelines, and constraints in this Policy. Investment Manager will not have access to funds in the custodial account nor have any ability to wire funds between accounts. Investment Manager responsibilities include, but are not limited to:

- Discretionary investment management including decisions to buy, sell, or hold individual securities, as approved by the Finance Director, within the guidelines of this Policy.
- Timely reporting of quarterly investment performance results, comparisons to the appropriate benchmarks, and other reports or information as reasonably requested.
- Promptly communicating any major changes to economic outlook, investment strategies, or any other factors which affect the implementation of the investment process or the investment objectives.

VII. Authorized Investments

A. Liquidity, Capital and Debt Funds, and Longterm Core Reserve Funds

In accordance with O.C.G.A. §36-80-3, O.C.G.A. §36-80-4, and O.C.G.A. §36-83-4, the City's Funds listed above shall be permitted to invest in any of the following securities:

1. **United States Treasury Obligations** – United States Treasury bills, notes or any other obligation or security issued by the United States Treasury, or any other obligation guaranteed as to principal and interest by the United States.
 - a. US Treasury Obligations shall be limited to a maximum maturity of five (5) years at the time of purchase.
2. **US Federal Agency Obligations** – Debentures (bonds, notes, or other non-mortgage-backed obligations) and mortgage-backed securities issued by a federal government agency or instrumentality that are:
 - a. Rated equal to or higher than US Government.
 - b. Limited to a maximum maturity of five (5) years for debentures and an average life of five (5) years for mortgage-backed securities.
 - c. CMOs backed by single family loans must pass the Federal Financial Institutions Examination Council (FFIEC) tests one and two at all times using Bloomberg dealer median prepayment speeds.
3. **Repurchase Agreements** – Contracts for the present purchases and subsequent resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the City. Such contracts shall be invested in only if the following conditions are met:
 - a. The repurchase agreement has a term to maturity of no greater than three hundred sixty (360) days or may be open-ended with an automatic overnight maturity.
 - b. The contract is fully secured by deliverable US Treasury or Federal Agency obligations as described in 1 and 2 above (without limit to maturity), having a market value at all times of at least one hundred two percent (102%) of the amount of the contract;
 - c. A master repurchase agreement or specific written repurchase agreement governs the transaction;
 - d. The securities are held free and clear of any lien and by an independent third-party custodian acting solely as agent for the City (which may include a tri-party agreement) and are:

- i. A Federal Reserve Bank; or
 - ii. A bank which is a member of the Federal Deposit Insurance Corporation, and which has combined capital surplus and undivided profits of not less than \$25 million.
 - e. A perfected first security interest under the Uniform Commercial Code in accordance with book entry procedures prescribed at 31 C.F.R. 3.06.1 et. Seq. in such securities is created for the benefit of the City.
 - f. For repurchase agreements with terms to maturity of great than one (1) day, the City will value the collateral securities continuously and require that if additional collateral is required then that collateral must be delivered within one business day (if a collateral deficiency is not connected within this time frame, the collateral securities will be liquidated);
 - g. The City will enter into repurchase agreements only with reputable firms that have a short-term debt rating of 'A-1' or higher or have a long-term debt rating of at least 'AA' from a Nationally Recognized Statistical Rating Organization (NRSRO) that rates the issuer, and are;
 - h. Primary government securities dealers who are members of the National Association of Securities Dealers report daily to the Federal Reserve Bank of New York and have \$25 billion in assets and \$350 million in capital;
 - i. A bank, savings bank or savings and loan association having \$5 billion in assets and \$500 million in capital and regulated by the Superintendent of Financial Institutions, or through an institution regulated by the Comptroller of the Currency, Federal Deposit Insurance Corporation, or Board of Governors of the Federal Reserve System; or
 - j. Diversified Securities broker-dealers who are members of the National Association of Securities Dealers, having \$5 billion in assets and \$350 million in capital and subject to regulation of capital standards by any state or federal regulatory agency.
4. **Prime Bankers' Acceptances** - Prime Bankers' Acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, may be purchased if the following conditions are met
- a. The maturity is no greater than two hundred-seventy (270) days;
 - b. The short-term paper of which is rated not lower than P-1 by Moody's or A-1 by Standard & Poor's ; and,
 - c. The amount invested in any single bank will not exceed five percent (5%) of the total funds available for investment (based on book value on the date of acquisition).
5. **Municipal Obligations** – Bonds, notes, and other evidence of indebtedness of the State of Georgia or other political subdivisions of the state upon which there is no default and that meet the following criteria:
- a. Have final maturity on the date of investment not to exceed five (5) years.
 - b. Rated in either of the two highest rating categories by an NRSRO.
6. **Certificate of Deposit (CDs)** – deposits insured by the Federal Deposit Insurance Corporation provided however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation shall be collateralized or secured by direct obligations of this state of the United States which are of a par value

equal to that portion of such certificates of deposit which would be uninsured in accordance with O.C.G.A §36-80-3.

7. **Local Government Investment Pool** – as established by O.C.G.A §36-83-8, managed by the Office of Treasury and Fiscal Services.
8. **Bank Deposits** – must be in a national banking association, federal savings and loan association, trust company, savings institution or federal savings bank located in Georgia or organized under Georgia law. This includes customized, collateralized, short-term bank products offered by a City approved depository bank or qualified institution that is a member of the Federal Reserve System and/or regulated by the Comptroller of the Currency, the FDIC or a Federal Reserve Bank.
 - a. Bank Deposits will be secured in accordance with O.C.G.A §45-8-1, O.C.G.A §45-8-12, O.C.G.A §45-8-13, and O.C.G.A §50-17-59 that requires:
 - i. Collateralization through multibank pooling of depositories administered through the State Depository Board, or
 - ii. Dedicated collateralization or single-bank pooling of collateral on all deposits of City funds in excess of the amount protected by federal deposit insurance or a surety bond with a market value equal to not less than 110 percent of the funds being secured, and
 - iii. Collateralization in the form of:
 1. Bonds, bills certificates of indebtedness, notes, or other direct obligations of the United States or of this state;
 2. Bonds, bills, certificates of indebtedness, notes, or other obligations of the counties or municipalities of this state;
 3. Bonds of any public authority created by the laws of this state, if the statute creating such authority provides that the bonds of the authority may be used for this purpose and the bonds have been duly validated as provided by law, and as to which there has been no default in payment, either of principal or interest;
 4. Industrial revenue bonds or bonds of development authorities created by the law of this state, which bonds have been duly validated as provided by law and as to which there has been no default in payment, either principal or interest;
 5. Bonds, bills certificates of indebtedness, notes or other obligations of a subsidiary corporation of the United States government, which are fully guaranteed by the United States government both as to principal and interest, or debt obligations issued by or securities guaranteed by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, the Central Bank of Cooperatives, the Farm Credit Banks, the Federal Home Loan Mortgage Corporation, or the Federal National Association.

B. Bond Proceeds

The City will comply with all applicable sections of the Internal Revenue Code of 1986, Arbitrage Rebate Regulations, and bond covenants regarding the investment of bond proceeds. Accounting records will be maintained in a manner and for a duration sufficient to document compliance.

Bond proceeds investments will be limited to those securities authorized by O.C.G.A §36-82-7 and include the following securities:

1. Full Faith & Credit of U.S. Government Obligations – Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government.
2. Government Money Market Mutual Funds – No load, open-end management type investment company or investment trust registered under the Investment Company Act.
3. Select Federal Agency Obligations – Obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives.
4. Local Government Investment Pools created in O.C.G.A §36-83.
5. Municipal Obligations – Bonds or obligations of such county, Municipal Corporation, school district, political subdivision, authority, or body or bonds or obligations of this state or of other counties, municipal corporations, and political subdivisions of the state.
6. Public Housing Agencies - Bonds or other obligations issued by any public housing agency or municipal corporation of the United States.
7. Certificates of Deposit (CDs) – CDs secured or collateralized by securities in an aggregate principal amount equal to at least to the amount of excess of insurance in:
 - a. Direct and general obligations of this state or of any County or Municipal Corporation of this state;
 - b. Obligations of the United States or subsidiary corporations from 1 above,
 - c. Obligations of agencies of the United States government from 3 above, and
 - d. Bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities.

VII. Concentration and Maturity Limits

The City's portfolio shall be diversified by security type, maturity, and issuer to minimize the impact of credit losses, interest rate changes, or market disruptions from any single source.

A. Single Issuer Limits

Not more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted below:

Issuer Type	Maximum %
U.S. Treasury	No Limit
Each Individual Federal Agency (Fannie Mae, Freddie Mac, FHLB, etc.)	50%
Certificates of Deposit & Bank Deposits	10%

Municipal Obligations: Georgia	5% per issuer
Commercial Paper/Bankers' Acceptances: Any Single Issuer	5%

C. Maturity Limits by Fund

a. Liquidity Fund

- i. Cash and money market accounts
- ii. Money market mutual funds
- iii. U.S. Treasury bills (maturity ≤ 1 year)
- iv. Commercial paper (maturity ≤ 270 days)

b. Capital and Debt Fund

- i. U.S. Treasury notes and bonds (maturity ≤ 5 years)
- ii. Federal Agency debentures (maturity ≤ 5 years)
- iii. Federal Agency mortgage-backed securities (average life ≤ 5 years, passing FFIEC tests)
- iv. Municipal obligations (maturity ≤ 5 years, rated A or higher)

c. Longterm Core Reserves

- i. U.S. Treasury notes and bonds (maturity ≤ 5 years)
- ii. Federal Agency debentures (maturity ≤ 5 years)
- iii. Federal Agency mortgage-backed securities (average life ≤ 5 years, passing FFIEC tests)
- iv. Municipal obligations (maturity ≤ 5 years, rated A or higher)

d. Bond Proceeds Fund

- i. Full Faith and Credit obligations of the U.S. government
- ii. Government money market mutual funds (no-load, registered)
- iii. Select Federal Agency obligations (Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Central Bank for Cooperatives)
- iv. Local Government Investment Pools
- v. Municipal obligations (per O.C.G.A. § 36-82-7)
- vi. Public housing agency bonds
- vii. Certificates of deposit (with collateral per O.C.G.A. § 36-82-7)

IX. Prohibited Investments

The following investments and transactions are explicitly prohibited:

- Short Sales (selling a specific security before it has been legally purchased)

- Borrowing funds for the sole purpose of reinvesting the proceeds of such borrowing
- Commodities and Futures Contracts
- Options
- Speculative investments
- Private placements
- Commodities
- Domestic or International Equities
- Fixed Income Mutual Funds
- Investments not specifically addressed by this statement
- Any derivative of any instrument that does not pass the FFIEC High Risk Security Test 1 and 2 at any time using Bloomberg median pre-payment speeds; and
- Any other investment prohibited by state law, O.C.G.A §36-80-3

XI. Safekeeping and Custody

All investment securities purchased by the City or held as collateral on deposits or investments shall be held by the City or by a third-party custodial agent who may not otherwise be counterparty to the investment transaction.

The Finance Director will employ safekeeping agents or custodians to maintain possession of City-owned securities, collect dividends and interest, redeem maturing securities, and manage the receipt and delivery of purchases and sales on behalf of the City.

All securities in the City's portfolio shall be held in the name of the City and will be free and clear of any lien. Furthermore, all investment transactions will be conducted on a delivery-versus-payment basis. The custodial agent shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity, and other pertinent information. Monthly, the custodial agent will also provide reports listing all securities held for the City, their par values, and their month-end market values.

Approved and Adopted by the City Council of Commerce, Georgia

City Manager or Designee

Date

City Clerk (Attestation)

APPENDIX A: Investment Definitions

Bankers' Acceptance: A short-term credit instrument created by a bank that unconditionally guarantees the future payment of a customer's obligation.

Certificate of Deposit: A negotiable or non-negotiable instrument issued by a bank or credit union representing a deposit that may be withdrawn or transferred before maturity by presenting the instrument.

Commercial Paper: An unsecured short-term debt instrument issued by a corporation with a maturity of 1-270 days.

Duration: A measure of a security's price sensitivity to changes in interest rates; expressed in years.

Federal Agency Obligations: Debt securities issued or guaranteed by agencies of the U.S. government.

Liquidity: The ability to quickly sell an investment for cash without incurring significant loss of principal.

Market-to-Market: The revaluation of securities at current market prices, usually daily.

Mutual Fund: A pooled investment vehicle in which investors' funds are invested in securities by a professional manager.

Repurchase Agreement: An agreement whereby the seller agrees to repurchase securities at a specified price and future date.

Weighted Average Maturity: The average maturity of all investments in a portfolio, weighted by the amount invested in each security.

Yield: The annual income received from an investment, expressed as a percentage of its cost.

APPENDIX B

CITY OF COMMERCE POOLED CASH & INVESTMENT POOLING POLICY

I. Purpose and Scope

This Pooled Cash and Investment Pooling Policy (the "Policy") establishes guidelines and procedures for the pooling of cash and investment of pooled cash balances for the City of Commerce, Georgia (the "City"). This Policy is adopted pursuant to the authority granted under O.C.G.A. §§ 36-83-1 through 36-83-8 and operates in conjunction with the City's Investment Policy Statement.

A. Purpose

The purpose of this Policy is to:

1. Consolidate available cash balances from multiple City funds to maximize investment earnings and operational efficiency.
2. Improve cash management through the identification of all idle monies thereby maximizing the interest income distributed to each participating fund.
3. Establish clear procedures for pooling, accounting, and allocation of investment income.
4. Ensure compliance with Georgia law, bond covenants, and voter-approved restrictions.
5. Provide accountability and transparency in the management of the pooled City funds.

B. Scope

The Finance Director is authorized to pool cash balances from the various funds of the City for investment purposes in accordance with Local Government Uniform Chart of Accounts and Reporting Act, (O.C.G.A. § 36-81-3). The investment of pooled cash balances shall be made in accordance with all the provisions of this Policy. This Policy applies to all cash and investment balances under the control and jurisdiction of the City, except as specifically excluded below.

II. Cash Pooling of City Funds

The City will consolidate cash and reserve balances from all applicable City funds into a pooled cash and investment portfolio to enhance liquidity management and cash flow forecasting, and to reduce transaction costs and banking fees.

General funds, most special revenue funds, enterprise funds, and some capital project funds can often share a common bank account, provided the City's accounting system tracks each fund separately and budgetary and legal restrictions on use are respected.

The following funds must be segregated and invested in accordance with applicable legal restrictions, bond covenants, or voter-approved purposes.

1. **Special Purpose Local Option Sales Tax (SPLOST) proceeds** - O.C.G.A. § 48 8 121(a)(1) requires SPLOST and TSPLOST proceeds to be kept in a separate account and not commingled 'in any manner' with other funds, the City will ensure these balances remain visibly segregated (e.g. in a separate sub-account) or by tracking within the City's accounting system.
2. **Bond proceeds and debt service reserves** – funds subject to bond indentures, trust agreements, or arbitrage restrictions must be invested in accordance with applicable bond covenants and federal tax law.
3. **Grant funds with grantor-imposed restrictions** – funds subject to specific investment or cash management requirements imposed by federal, state, or private grantors.
4. **Trust and agency funds** – fiduciary funds held by the City as trustee or agent for external parties.
5. **Other legally restricted funds** – any fund subject to court orders, statutory restrictions, or contractual provisions that prohibit commingling or require separate investment.

The Finance Director shall maintain a current list of all excluded funds and shall ensure that appropriate accounting segregation is maintained in the City's financial records.

The Finance Director is responsible for receiving and disbursing public monies for programs and functions that come under the jurisdiction of the City Council. As the designated investment officer of the City, the Finance Director has responsibility for these public monies pending their disbursement. The investment pool will operate in the following manner:

1. Any office or department that receives money shall expeditiously deposit the money in the City's Concentration account so that the money is available for investment purposes as soon as possible.
2. Monies transferred to and invested in a money market investment account will remain in that account earning interest on a daily basis until the Finance Director identifies funds available for investment. When an investment is made, the funds will be withdrawn from a money market investment account and delivered to the financial institution simultaneously with the delivery of the security purchased.
3. There will be no penalty imposed on any fund as a result of the withdrawal of monies to cover expenditures.

III. Distribution of Interest on City Funds

The interest received for the investment pool investments will be allocated to the participating funds on a monthly basis as follows:

- a. Each day the fund balance of each participating is calculated by the general ledger system.
- b. The daily balances will be added up together and divided by the number of days in the month to arrive at the average daily fund balance.
- c. The average daily fund balance for all participating funds will be added together to obtain a grand total.
- d. The average daily fund balance for each participating fund will be divided by the grand total of all funds to determine each fund's percentage of the total.
- e. The Finance Director will determine the total interest received on the investments of the investment pool.
- f. The interest income available for allocation as determined in (e) above is multiplied by each funds' percentage as determined in (d) above to arrive at the interest income each fund is entitled to receive. The Finance Director will then transfer the interest earnings from the general ledger holding account to the various funds.
- g. Each fund will be charged a portion of any transaction costs or administrative costs associated with operation of the investment pool based on that fund's pro-rata share of the pool's interest income.

Exhibit I Cash Pooling

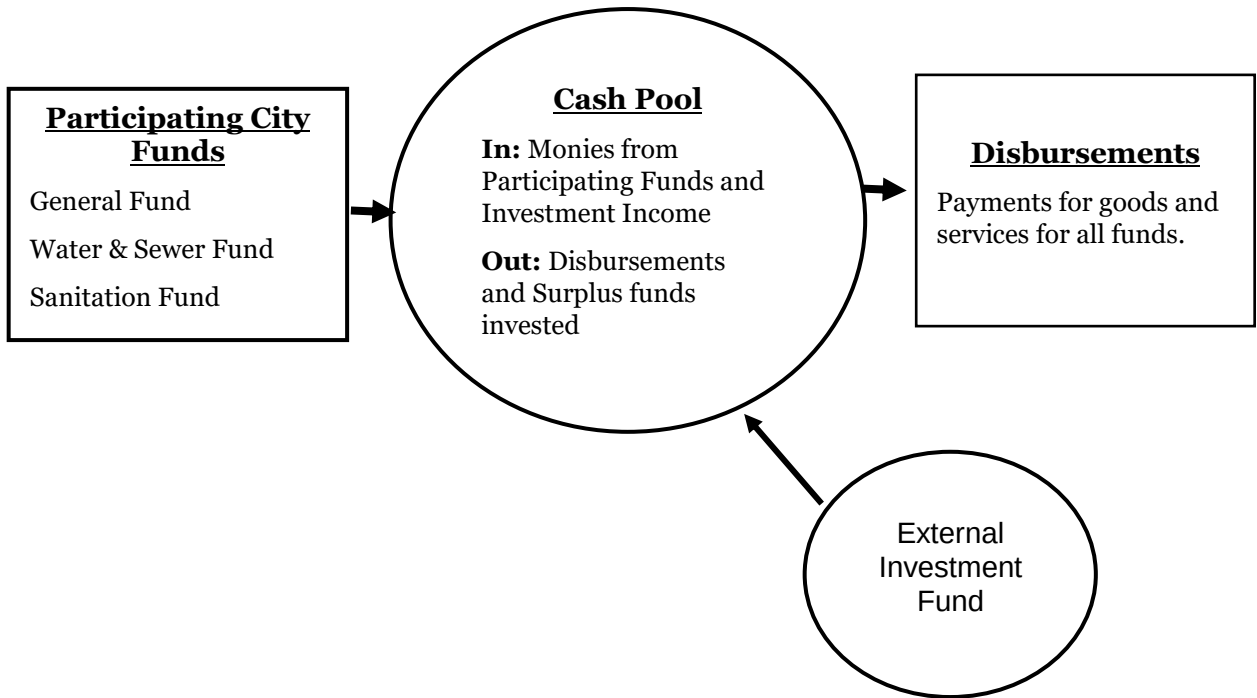
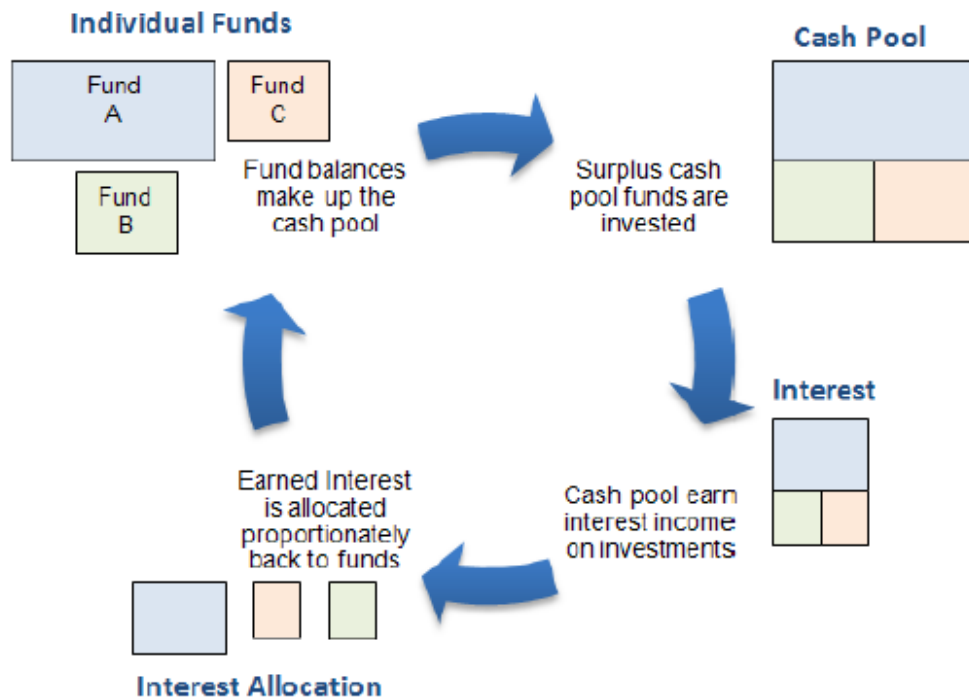


Exhibit II Distribution of Interest





City Council Agenda

Subject: Consider approval RFP26-010 Ridling Field Renovations Phase 2 - recommendation to award bid and contract to WL Griffin LLC for the amount of \$676,808.30 upon review by City Attorney and authorize Mayor to sign.

Date: March 16, 2026

Budget Impact:

Category:

Funding Source: SPLOST

City Council Action Requested On:

The project includes submitting site plans and obtaining permits, constructing erosion control systems, slope stabilization, stormwater systems, and a parking lot with ADA-compliant spaces.

Department: Finance

Staff recommends The City of Commerce solicited sealed proposals from qualified contractors to provide all necessary services and materials for the Phase 2 renovation of the existing site at Ridling Field, located at 414 Shankle Heights, Commerce, GA 30529.

Matthew Hailey

Matthew Hailey, Assistant City Manager

[26-010 Bid Sheet.pdf](#)
[Addendum 1 - RFP 010 Ridling Renovation Phase 2.pdf](#)
[Addendum 2 - RFP 010 Ridling Renovation Phase 2.pdf](#)
[Bid Sheet - Ridling Field Renovation Phase 26-010.pdf](#)
[Mandatory Pre-Bid Attendance 26-010.pdf](#)
[NOIA - 26-010 Ridling Field Renovation Phase 2.pdf](#)
[Pre-Bid Sign In Sheet 26-010 Phase 2.pdf](#)
[RFP 26-010 Ridling Field Renovation - Phase 2.pdf](#)
[26-010 - Request for Clarification Proposal #2.docx](#)
[26-010 - Request for Clarification Proposal.docx](#)
[RFP 26-010 - Clarification Proposal Amount.pdf](#)
[W.L. Griffin RP26-010Phase2.pdf](#)



Bid Sheet

RFP 26-010

Ridling Field Renovation - Phase 2

January 29, 2026

	Vendor	Overall Price
1	W.L. Griffin Company LLC	\$656,808.30
2		
3		
4		
5		
6		
7		
8		
9		
10		

Debby Peete

Debby Peete, Finance Specialist



ADDENDUM #1

RFP 26-010

RIDLING FIELD RENOVATION PHASE 2

This addendum is being issued to address a question for RFP 26-010:

1. What is the estimated construction budget?

The estimated budget is \$100,000.00.

This addendum should be signed and returned with your proposal. Failure to do so may result in the proposal being non-responsive.

Debby Peete
Finance Specialist
City of Commerce

Company Name _____

Authorized Representative _____

Page 1 of 1



ADDENDUM #2

RFP 26-010

RIDLING FIELD RENOVATION PHASE 2

This addendum is being issued to address questions resulting from the mandatory pre-bid meeting on January 9, 2026, for RFP 26-010:

1. 4 park lights located in proximity to the future Parking Lot South site are to be removed and stored by a private company for reinstallation upon completion of Phase 2. The direct connections and anchor rod connections are to remain intact by the Contractor awarded the contract for Phase 2.
2. Section 3.1 SPECIFICATIONS – Parking Lot South
Paving for Phase 2 should adhere to specifications in attachment #1 of this Addendum #2.
3. Paving for Parking Lot South should extend out to the future site of concession stand/shop building. (See plan C-A1 highlighted area in attachment #2 – All paving completed at this section.)
4. Section 3.1 SPECIFICATIONS
Trees must be removed as noted on Attachment #3 of this Addendum #2.
5. Section 3.1 SPECIFICATIONS
The Contractor must install 4 light poles in Parking Lot South to allow for adequate safety and security of park patrons. The Contractor must adhere to all City and State codes, and the additional lighting must be included in the site plan submitted to the Planning & Development Superintendent. The Contractor must install electrical conduit and electrical control boxes to allow City staff to control the light poles from the concession stand/shop building (see attachment #2 included in this Addendum #2).

This addendum should be signed and returned with your proposal. Failure to do so may result in the proposal being non-responsive.

Debby Peete
Finance Specialist
City of Commerce

Company Name _____

Authorized Representative _____

DIVISION VI**DESIGN AND IMPROVEMENT REQUIREMENTS FOR PARKING LOTS**

- Sec. 6-601. Applicability.
- Sec. 6-602. Plans and development permit required.
- Sec. 6-603. Vehicular circulation.
- Sec. 6-604. Backing movements prohibited.
- Sec. 6-605. Distance of parking space from right of way.
- Sec. 6-606. Improvement setback.
- Sec. 6-607. Area per parking space.
- Sec. 6-608. Demarcation.
- Sec. 6-609. Access aisle dimensions.
- Sec. 6-610. Parking lot surfacing.
- Sec. 6-611. Curbing.
- Sec. 6-612. Parking lot drainage.
- Sec. 6-613. Lighting.
- Sec. 6-614. Landscaping.
- Sec. 6-615. Pedestrian facilities.

Sec. 6-601. Applicability.

This division shall apply to construction of any new parking lot containing 5 or more spaces, and to the expansion of an existing parking lot by 5 or more parking spaces.

Sec. 6-602. Plans and development permit required.

- (a) Construction of a new parking lot containing 5 or more spaces, or the addition of 5 or more spaces to an existing parking lot, shall require issuance of a development permit.
- (b) To ensure compliance with this Article, parking and circulation plans shall include the number of spaces provided, the minimum parking spaces required, the location of entrances, exits, aisles, curbing where required, landscaping, screening, surface materials, provisions for drainage and other specifications necessary to ensure compliance with this Article.

Sec. 6-603. Vehicular circulation.

Efficient and easily recognized vehicular circulation routes within a development are vital and shall be provided. Internal vehicle circulation shall be designed or redesigned in a manner that avoids conflicts between through-traffic (i.e., traffic flowing into and out of the site) and local traffic (i.e., traffic through parking areas). Interior vehicular circulation shall also be facilitated by the following means:

- (a) Considering the entire parcel and its anticipated development, rather than simply a particular project, in formulating and approving access plans;

- (b) Avoiding dead-end parking areas;
- (c) Visually orienting the driver with a regular, logical system of interior driveways and roadways;
- (d) Identifying entrance drives with small entry signs; and
- (e) Preventing vehicles from driving across or through designated larger parking areas by placing raised landscaped dividers or walkways between parking aisles.

Sec. 6-604. Backing movements prohibited.

Except for parcels of land serving one-family or two-family dwellings, all areas devoted to off-street parking shall be so designed such that no vehicle is required to back into a public street.

Sec. 6-605. Distance of parking space from right of way.

Except for parcels of land devoted to one-family or two-family dwellings, no parking space shall be located or accessed directly from a driveway within the first 40 feet of the driveway back from the street right-of-way line.

Sec. 6-606. Improvement setback.

Except for parcels of land devoted to one-family or two-family dwellings, off-street parking areas shall be set back from front, side, and rear property lines by at least 5 feet. Buffer and landscape strips may require larger setbacks. Unenclosed off-street parking for single-family and two-family dwellings and agricultural uses shall not be subject to compliance with this section.

Sec. 6-607. Area per parking space.

Every parking space shall provide a usable, rectangular area at least 9 feet wide by 20 feet long; provided, however that parking spaces may be reduced in width as specifically authorized in this section.

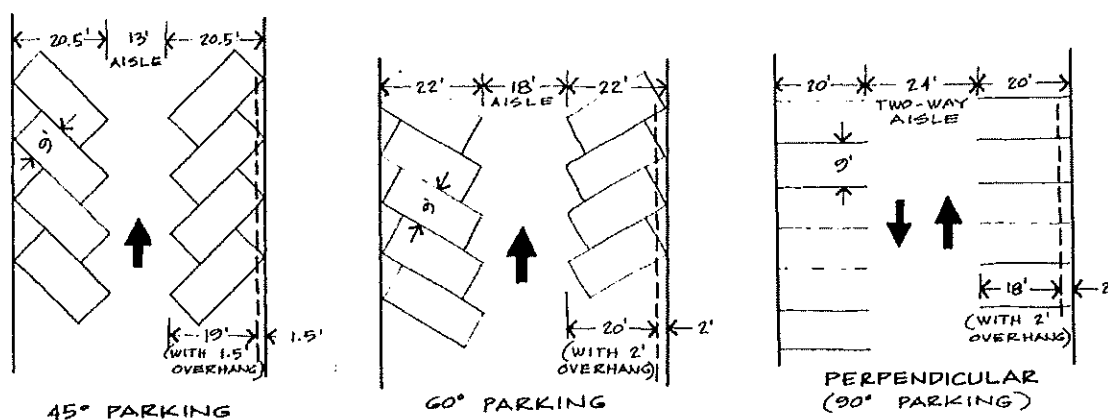
- (a) In parking areas for uses which require 20 parking spaces to be provided, compact parking spaces, with widths of 8.5 feet may be used for employee parking or overflow customer parking areas, but only if the compact parking spaces are clearly marked.
- (b) Where authorized to reduce parking space width, no more than 20 percent of the number of parking spaces provided in the entire parking area may be designated compact auto parking.

Sec. 6-608. Demarcation.

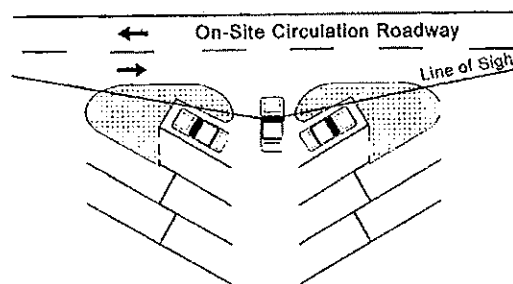
- (a) Every paved parking space shall be clearly demarcated by lines painted on or otherwise applied to the parking lot surface.
- (b) One-way traffic aisles, where utilized, must be clearly marked either with directional arrows on the pavement at each intersection with another aisle, driveway, or street entrance, or by traffic directional signs.
- (c) The Zoning Administrator may require the installation of concrete parking “stops” or other improvement to avoid encroachment of a vehicle onto landscaped areas.

Sec. 6-609. Parking space angle aisles and access aisle dimensions.

- (a) Access aisles in parking lots serving parking spaces shall be perpendicular (90°) to the access aisle when serving two-way traffic (see figure).
- (b) Parking spaces may be permitted with 60-degree or 45-degree angles to the access aisle, if one-way travel is required. Parking space angles less than 45 degrees to the access aisle are not allowed, except where the Zoning Administrator authorizes parking spaces that are parallel to the access aisle.
- (c) Access aisle dimensions are required as provided in the following figure:

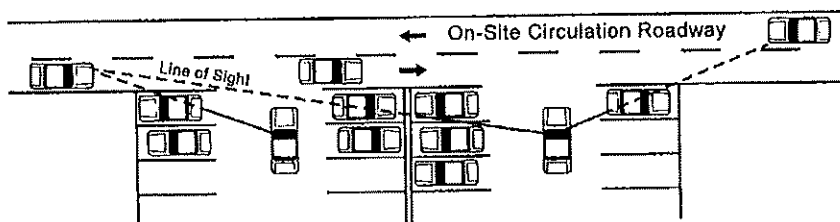


- (d) The intersection of parking aisles with a ring road or other on-site roadway or driveway shall provide adequate intersection sight distance. Parking aisle end islands shall be curbed unless that requirement is waived for water quality purposes or in a rural/ exurban area; painted end islands are ineffective and are generally not permitted.

**End Islands Preserve Sight Distance**

Source: Stover,

Vergil G., and Frank J. Koepke. 2002. *Transportation and Land Development* (2nd Ed.). Washington, DC: Institute of Transportation Engineers. Figure 8-15, p. 8-25.



Source: Stover, Vergil G., and Frank J. Koepke. 2002. *Transportation and Land Development* (2nd Ed.). Washington, DC: Institute of Transportation Engineers. Figure 8-14, p. 8-24.

Inadequate Sight Distance Due To No Parking Aisle End Islands

Sec. 6-610. Parking lot surfacing.

- (a) Except as provided otherwise in this section, all off-street parking areas and all access drives for customer, visitor, and employee automobile parking serving uses other than single-family and two-family dwellings and agricultural uses shall be improved with a paved surface consisting of a minimum of a 6-inch graded aggregate base overlaid with a 2-inch Type B binder and a 1½-inch Type E or F asphalt surface.
- (b) The Zoning Administrator may authorize other paving materials such as pervious pavers.
- (c) The Zoning Administrator or may allow driveway approaches and parking lots to be graveled in rural residential districts and in other zoning districts where water quality effectiveness would be enhanced with use of alternative improvement materials. The Zoning Administrator may also waive paving requirements for developments in institutional, commercial and light industrial zoning districts but such waiver shall not be made for frequently used customer parking or handicapped parking as required by this division.

Sec. 6-611. Curbing.

Curbs meeting city specifications for vertical curbing shall be installed around the periphery of every parking lot, and shall extend along both sides of every access drive between the parking lot and the street or another parking lot or loading area, as applicable; provided, however, that the Zoning Administrator may waive the curbing requirement for unpaved parking areas and in cases where water quality effectiveness would be enhanced with use of infiltration devices, biofiltration swales, and other low impact development techniques in lieu of required curbs.

Sec. 6-612. Parking lot drainage.

Storm water drainage plans, including grading plans, shall be submitted to and approved by the Zoning Administrator as a part of and prior to the issuance of a development permit.

Article 6 Access, Streets, Parking, and Loading

Sec. 6-613. Lighting.

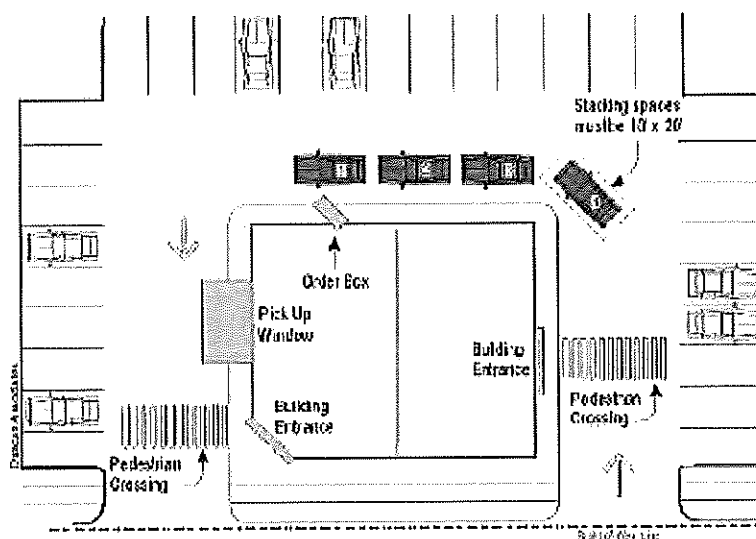
- (a) Any lights used to illuminate parking areas shall be arranged, located or screened to direct light away from any adjoining residential uses. "Shoe box" (full cutoff) lighting fixtures on poles shall be utilized for this purpose.
- (b) Light poles should be located in landscaped strips. Where this cannot be accomplished, light poles must be placed on a reinforced concrete pedestal to protect them from damage or being knocked over.

Sec. 6-614. Landscaping.

All parking lots subject to compliance with this division must provide landscaping as required by this Article 9 of this UDC. Also, if located in the Highway Corridor Overlay District established by Article 4 of this UDC, additional landscaping requirements apply.

Sec. 6-615. Pedestrian facilities.

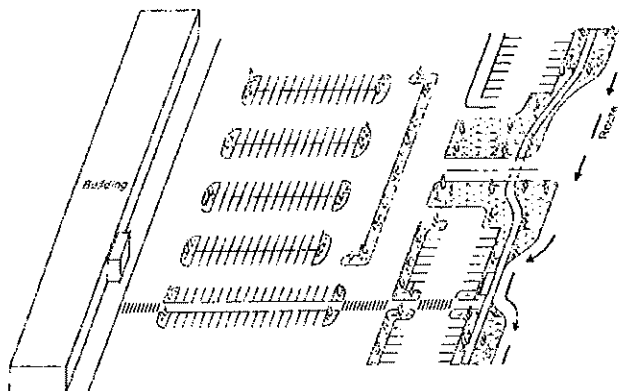
On any particular development site subject to this Article, where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures or colors, or appropriate striping or demarcation, shall be provided to emphasize the point of intersection between pedestrians and vehicles and improve its visibility and safety. For instance, brick pavers and other special paving materials can help to distinguish pedestrian walkway surfaces from vehicular access ways.



Illustrative On-site Pedestrian Crossings

Source: Marya Morris. Smart Codes: Model Land-Development Regulations. Planning Advisory Service Report No. 566. Chicago: American Planning Association, 2009. Figure 2.3

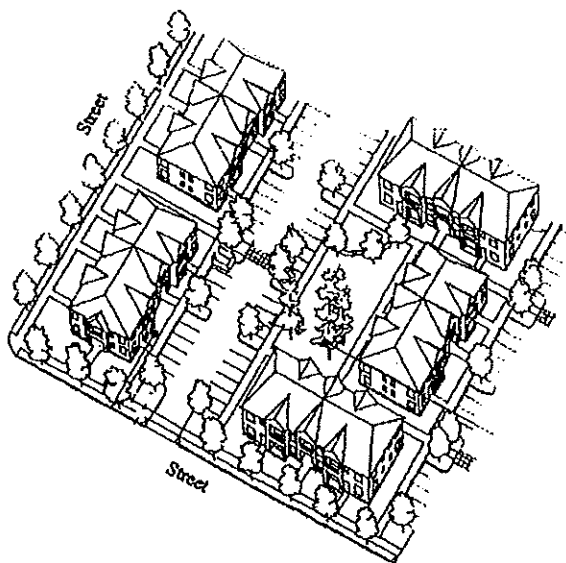
Except for detached, single-family dwellings, pedestrian access must be provided to individual developments and each establishment within the development. Pedestrian ways shall be well defined, take as direct a path as possible, and they should be separated where practical from automobile access ways. Parking aisle dividers are appropriate locations for pedestrian access facilities.



Direct Pedestrian Travel from Street to Store Front

Source: Stover, Vergil G., and Frank J. Koepke. 2002. *Transportation and Land Development* (2nd Ed.). Washington, DC: Institute of Transportation Engineers. Figure 8-28, p. 8-35.

When multiple buildings are proposed, they shall be linked with on-site pedestrian walkways of at least 5 feet in width. Sidewalks on individual properties must connect to the sidewalk system within public road right-of-way, where such system exists or is planned, and to adjacent parcels when determined to be compatible and required by the zoning administrator.



DIVISION VII**OFF-STREET PARKING REQUIREMENTS**

- Sec. 6-701. Off-street parking required.
- Sec. 6-702. Interpretations.
- Sec. 6-703. Minimum number of off-street parking spaces required.
- Sec. 6-704. Minimum number of accessible parking spaces required.
- Sec. 6-705. Administrative variances.
- Sec. 6-706. Stacking spaces for drive-through facilities or service windows.
- Sec. 6-707. Shared use of parking spaces.
- Sec. 6-708. Reduction for demand management.

Sec. 6-701. Off-street parking required.

- (a) Permanent off-street parking spaces shall be provided in accordance with the requirements of this Article at the time of the establishment of any use, or erection of any building; of occupancy of a building by a new use; and when any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area.
- (b) Off-street parking shall be required for any change of use or change of operation that would result in a requirement for more parking than the existing use. Additional parking shall be required only in proportion to the extent of the change, not for the entire building or use.
- (c) All required off-street parking areas shall be ready for use, including surfacing as required, prior to occupancy of the property.
- (d) Loading spaces, including truck trailer storage spaces, if provided, shall not count toward meeting the minimum off-street parking requirements of this division.
- (e) Development within the CBD zoning district shall be exempt from compliance with the off-street parking requirements of this division.

Sec. 6-702. Interpretations.

- (a) **Fractions.** Where a calculation of minimum or maximum parking or loading spaces results in a fraction, the required number of parking spaces shall be construed to be (rounded up to) the next highest whole number of spaces.
- (b) **Parking space requirement not specified.** Where the parking requirement for a particular use is not described in this Article, and where no similar use is listed, the Zoning Administrator shall determine the number of spaces to be provided based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, and other expected demand

and traffic generated by the proposed use. At the discretion of a development applicant, a parking generation study prepared by a qualified professional may be submitted to aid the Zoning Administrator in making such a determination; if submitted, it shall be considered by the Zoning Administrator prior to making a determination.

- (c) **Computations for multiple floor uses within a building.** In cases where a building contains some combination of office space, retail or wholesale sales area, and/or bulk storage area, the Zoning Administrator may authorize that the building space be divided into such floor space use areas and combined computations of floor areas (e.g., warehousing, retail, and/or office) utilized in meeting the off-street parking or loading space requirements of this Article.
- (d) **Maneuvering lanes not considered parking.** Areas designated for temporary occupancy of vehicles while maneuvering on a site, such as queuing lanes for a drive-in window, are not considered and shall not be counted as parking spaces for purposes of meeting the requirements of this Article.

Sec. 6-703. Minimum number of off-street parking spaces required.

- (a) **Reference to requirements table.** Unless specifically provided otherwise in this division, on each lot where a building, structure, or use exists, each site shall be designed to provide and shall provide for off-street parking in the minimum amounts specified in Table 6-7-1.
- (b) **Reduction.** No existing or future off-street parking area shall be reduced in capacity to less than the minimum required number of spaces or altered in design or function to less than the minimum standards, unless specifically provided for otherwise in this Article.

Table 6-7-1
Minimum Number of Off-Street Parking Spaces Required

USE	MINIMUM PARKING REQUIRED
COMMERCIAL USES	
Adult entertainment	1 per 200 square feet
Animal hospital; kennel	1 per 400 square feet
Appliance sales and repair	1 per 500 square feet
Art gallery	1 per 400 square feet
Auction house or yard	1 per 300 square feet of building or 1 per 1,000 square feet of open area
Automated teller machine, no drive-through	2 per machine
Auto parts store	1 per 500 square feet
Automobile sales	1 per 200 square feet of repair space plus 1 per 400 square feet of showroom/office
Automobile service and repair	1 per 250 square feet
Bank, credit union, savings and loan	1 per 300 square feet
Barber shop or beauty parlor	1 per 300 square feet
Bed and breakfast inn	2 for the owner-operator plus 1 per guest bedroom
Bowling alley	3 per lane
Carpet or floor covering store	1 per 300 square feet of retail sales and office area, plus if applicable, warehouse requirements for designated storage, receiving, and shipping area
Car wash, staffed or automated	2 stacking spaces for each car wash lane plus 2 drying spaces per lane
Contractor's establishment	1 per 300 square feet of office space and 1 per 2,000 square feet of outdoor storage
Convenience store without franchise food outlet	1 per 200 square feet
Convenience store with franchise food outlet	1 per 150 square feet
Dance hall	1 per 125 square feet
Day care center	1 per 300 square feet
Day care center, adult	1 per 400 square feet
Dry cleaner	1 per 250 square feet
Equipment rental	1 per 300 square feet
Farm equipment or supply	1 per 600 square feet
Farmer's market	1 per 250 square feet
Flea market	1 per merchant booth plus 1 per 250 square feet of floor or open market area
Funeral home or mortuary	1 per 3 seats in largest chapel or viewing room (15 spaces minimum)
Furniture and home furnishing store	1 per 600 square feet
Grocery store	1 per 300 square feet
Hardware store	1 per 400 square feet
Health or fitness club	1 per 200 square feet
Hotel, extended stay	1.5 per unit lodging unit
Hotel or motel	1 per lodging unit, plus one per each 150 square feet of banquet, assembly, meeting, or restaurant seating area
Laundromat	1 for each 3 washer/dryer combinations
Nursery or garden center	1 per 300 square feet plus 1 per 1,500 square feet outdoor sales or display area
Office, general or professional	1 per 300 square feet
Office, medical or dental	1 per 250 square feet
Open air sales	1 per 250 square feet of indoor floor space plus 1 per 600 square feet of outdoor sales

Article 6 Access, Streets, Parking, and Loading

USE	MINIMUM PARKING REQUIRED
Personal service establishment	1 per 250 square feet
Photographic studio	1 per 300 square feet
Radio or television station	1 per employee plus 5 spaces
Restaurant, bar, or tavern	1 per 100 square feet
Retail store (not otherwise listed)	1 per 275 square feet
Salvage yard	1 per employee plus 1 per 1,000 square feet of salvage area
Self-storage facility (mini-warehouse)	See Sec. 3-112
Service station	1 per 250 square feet of office space plus 2 per service bay
Shopping center	1 per 275 square feet
Tire store	1 per employee plus 1 per 500 square feet
Tow service	1 per employee plus 1 per tow truck plus 2 spaces
Truck stop	1 semi-trailer space per 200 square feet
Manufacturing, processing, assembling	1 per 1,300 square feet
Warehouse or wholesale	1 per 4,000 square feet
Airport	1 per employee on the largest shift, plus 1 per 1,000 square feet of terminal space
Amphitheater	1 per 4 fixed seats and/or 1 per 25 square feet of open spectator area
Assembly hall; auditorium; nonprofit club or lodge	1 per 4 seats in room with greatest seating capacity or 1 per 40 square feet in largest assembly area without fixed seating
Church, temple, synagogue and place of worship	1 per 4 seats in room with greatest seating capacity or 1 per 40 square feet in largest assembly area without fixed seating
Community center	1 per 400 square feet
Correctional institution	1 per employee plus 1 per 25 inmates
Crisis center	1 per 400 square feet
Fire and/or emergency medical service station	1 per employee plus 1 per each 3 volunteer personnel + 1 per 200 square feet
Government office	1 per 300 square feet
Group home or boarding house	1 per 3 residents or beds
Hospital	1.5 per bed
Library	1 per 400 square feet
Museum	1 per 500 square feet
Nursing home	1 per 3 beds
Post office	1 per 200 square feet
Retirement community	0.75 per dwelling unit
School	1 per 300 square feet
School for the arts	1 per 300 square feet
School, trade or business, or college	1 per 200 square feet
RESIDENTIAL USES	
Apartment, one bedroom	1.5 per unit plus 0.1 per unit for guest space
Apartment, two bedroom	1.5 per unit plus 0.1 per unit for guest space
Apartment, three bedroom	2 per unit plus 0.2 per unit for guest space
Boarding or rooming house or group home	1 per employee plus 0.5 per rooming unit
Dormitory, fraternity or sorority house	1 per rooming unit plus 5 spaces
Home occupation	
Residence within building containing a non-residential use	1 per unit
Single family detached or attached (townhouse)	2 per unit
Two-family dwelling (duplex)	2 per unit

Article 6 Access, Streets, Parking, and Loading

Athletic field	20 spaces per field
USE	MINIMUM PARKING REQUIRED
Billiard hall/amusement arcade	1 per 200 square feet
Bowling alley	2 per each bowling lane (add parking for billiard hall/ amusement arcade, if provided)
Community center	1 per 300 square feet
Golf course	2.5 per hole, plus 1 per 250 square feet of pro shop and/or club house
Golf driving range, principal use	0.75 per tee
Ice or roller skating rink	1 per 200 square feet
Miniature golf	2 per hole
Stadium or sport arena	1 per 12 feet of bench seating
Swimming pool – subdivision amenity	1 per 150 square feet of surface water area
Swimming pool – public	1 per 125 square feet of surface water area
Tennis or racquet ball court	2 per court
Theater, cinema	1 per four fixed seats
AGRICULTURAL/OTHER	
Animal shelter	1 per 400 square feet
Landfill	1 per employee plus 5 spaces
Quarry or extractive industry	1 per employee plus 5 spaces

Note: Unless otherwise noted, the parking requirement shall be based on the gross square footage of the building or buildings devoted to the particular use specified.

Sec. 6-704. Minimum number of accessible parking spaces required.

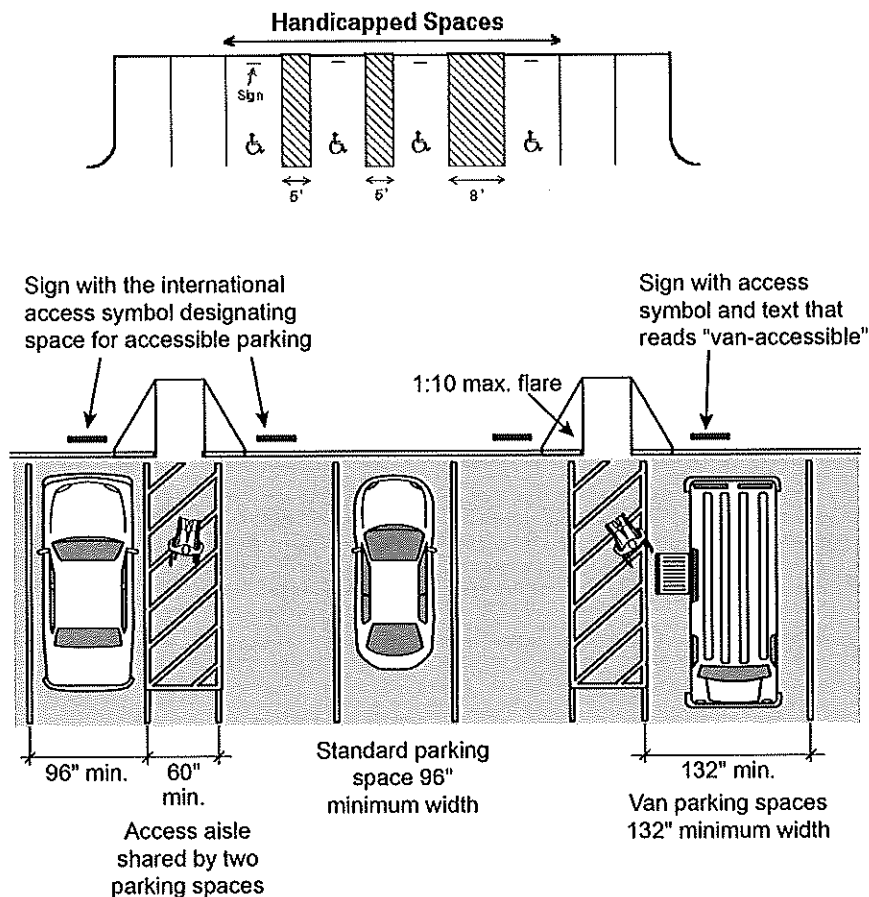
- (a) **Reference to requirements.** Regulations and dimensions for handicapped parking spaces shall be per requirements of the Americans with Disabilities Act (ADA) (Public Law 101-136) and the Georgia Accessibility Code (Chapter 120-3-20 adopted by the Safety Fire Commissioner). The required number of handicapped accessible spaces, which must be provided on-site, shall be as provided in Table 6-7-2.

Table 6-7-2
Handicapped Parking Requirements

Total Required Parking Spaces	Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20 plus 1 for each 100 over 1000

- (b) **Part of overall requirements.** Said spaces shall count toward the requirements for off-street parking as specified in Table 6-7-1.

- (c) **Aisle specifications and van accessibility.** Handicap accessible parking spaces shall have an adjacent aisle 5 feet wide. If 8 or more handicapped spaces are required, then one in every 8 handicapped spaces shall be adjacent to an aisle 8 feet wide and the space shall be signed "van accessible." For van spaces, the width of the parking space shall be at least 11 feet. Handicapped parking space aisles shall be clearly demarcated by lines painted on or otherwise applied to the parking lot surface.



Parking Spaces and Access Aisles

- (d) **Surface slope.** Handicap accessible parking spaces shall be located on a surface with a slope not exceeding 1 vertical foot in 50 horizontal feet (1:50).
- (e) **Ramps.** Wheelchair ramps shall be provided in accordance with applicable specifications at locations appropriate to normal travel routes from the parking lot to the principal use.
- (f) **Signage.** Accessible parking spaces shall be designated as reserved by a sign showing the symbol of accessibility, per applicable state law requirements. Such signs shall be located so that they cannot be obscured by a vehicle parked in that space.

Sec. 6-705. Administrative variances.

- (a) Upon application and for a fee as determined appropriate by the City Council, the Zoning Administrator may authorize an administrative variance to reduce minimum required parking to a rate of no more than 20 percent below the minimum required, based upon the scale and impacts of the request, for good cause shown.
- (b) The Zoning Administrator may require an applicant for administrative variance to include documentation from an acceptable industry publication (e.g., Institute of Transportation Engineers, Urban Land Institute, American Planning Association, etc.) or a study prepared by a qualified professional that documents parking demands.
- (c) In approving administrative variances to the reduce the minimum parking requirements of this division, the Zoning Administrator may as a condition of approval require certain area on the same lot to be reserved or set-aside for additional parking area for future use if needed.

Sec. 6-706. Stacking spaces for drive-through facilities or service windows.

Stacking spaces shall be provided for any use having a drive-through facility or areas having drop-off and pick-up areas in accordance with this section.

- (a) Stacking spaces shall begin at the window or communication/mechanical device (e.g., order board) first encountered by the vehicle user. Financial institutions with drive-through windows, car washes (automated or staffed facilities), drive-through coffee sales facilities, and any other uses with drive-through facilities shall provide 3 stacking spaces for each window or drive-through service facility. Restaurants with drive-through facilities shall at least provide 5 stacking spaces for each window or drive-through service facility.
- (b) Stacking spaces and lanes for drive-through stations shall not impede on- and off-site traffic movements, shall not cross or pass-through off-street parking areas, and shall not create a potentially unsafe condition where crossed by pedestrian access to a public entrance of a building.
- (c) Drive-through lanes shall be separated by striping or curbing from off-street parking areas. Individual lanes shall be striped, marked, or otherwise distinctly delineated.
- (d) All drive-through facilities shall be provided with a bypass lane with a minimum width of 10 feet, aside the drive-through lane.
- (e) Approach lanes for drive-through facilities shall be provided with a bypass lane with a minimum width of ten (10) feet.
- (f) Alleys or driveways in residentially zoned areas adjacent to drive-through facilities shall not be used for circulation of customer traffic.
- (g) Each stacking space shall be a minimum of ten feet by 20 feet.

Article 6 Access, Streets, Parking, and Loading

(h) The number of stacking spaces shall be provided as follows:

Activity Type	Minimum Stack	Measured From
Automated teller machine	3 per machine	Teller Machine
Bank teller lane	3 per lane	Teller or Window
Car wash stall, automatic	6	Entrance
Car wash stall, self-service	1	Entrance
Convenience store drive-through	Prohibited	
Gasoline Pump Island	20 feet from each end of the pump island	
Restaurant, drive-through	6	Order Box. Stacking for at least 4 of the 6 vehicles shall be provided between the order box and pick-up window.
Other	Determined by the Zoning Administrator	

Sec. 6-707. Shared use of parking spaces.

The parking spaces provided for separate uses may be combined in one parking lot but the required spaces assigned to each use may not be assigned to another use, except as follows:

- (a) **Shared parking between day and night users.** One-half of the parking spaces assigned to a church, theater, or assembly hall whose peak attendance will be at night or on Sundays may be assigned to a use that will be closed at night or on Sundays.
- (b) **Mixed use developments.** Parking spaces may be shared by more than one use if the Zoning Administrator finds that the total number of spaces will be adequate at the peak hours of the uses they serve. The ratios shown on Table 6-7-3 may be used in determining the time of day and the day of the week at which the maximum number of spaces will be needed by the uses served by the shared parking facility.

Table 6-7-3
Percentage of Parking Spaces Demanded by Time Period

Use	Weekdays		Weekends		Night
	6 a.m. to 5 p.m.	5 p.m. to 1 a.m.	6 a.m. to 5 p.m.	5 p.m. to 1 a.m.	1 a.m. to 6 a.m.
Office	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment/ Recreation	40%	100%	80%	100%	10%
Church	10%	25%	100%	100%	10%
Medical	80%	20%	10%	10%	10%

By way of example, the following illustrates shared parking calculations for a particular mixed-use development:

	Factor	For	Spaces
Office	3.5/1,000	100,000 sf	350
Retail	5/1,000	1000,000 sf	500
Hotel w/Restaurant	1.5/Room	100 rooms	150
Family Restaurant	9.5/1,000	20,000 sf	190
Theater	¼ seats	200 seats	50
Church	¼ seats	400 seats	100
Total	If figured separately		1,340

Spaces required applying the peak demand percentages to the example:

	Weekdays		Weekends		Nighttime
	6am-5pm	5pm-1am	6am-5pm	5pm-1am	1am-6am
Office	350	35	35	18	18
Retail	300	450	500	350	25
Hotel w/Restaurant	113	150	113	150	113
Family Restaurant	95	190	190	190	19
Theater	20	50	40	50	5
Church	50	50	100	100	10
Total	928	925	978	858	189

Highest demand = 978 (instead of 1,340)

- (c) **Availability of shared spaces.** Parking spaces that are proposed to be shared among two or more uses must be clearly available to each use and not appear in any way to be serving a particular use, either through signage dedicating the spaces or through design techniques that would tend to orient use of the spaces to a particular business or building.
- (d) **Recordation of shared parking agreement.** Shared parking arrangements must be committed to writing in an instrument acceptable to the Zoning Administrator and approved by the owners of each of the affected properties or uses. The instrument must be recorded with the Clerk of Superior Court, and a copy of the recorded document must be supplied to the zoning administrator.

Sec. 6-708. Reduction for demand management.

- (a) The Zoning Administrator may in individual cases administratively authorize a proportional reduction in the required minimum number of parking spaces for office, institutional, industrial, and public uses with 50 or more employee parking spaces, if a formal carpool or van pool program is instituted.
- (b) For purposes of this section, carpool is defined as 2 or more persons per car, and vanpool is defined as 5 or more persons per van. Any carpool or vanpool program shall provide at least 5 spaces reserved for carpool or vanpool vehicles and shall be clearly marked "Reserved – Carpool/Vanpool Only" through signage or pavement markings.
- (c) Designated carpool/vanpool spaces shall be the closest employee parking spaces to the building entrance normally used by employees, except for any handicapped parking spaces provided.

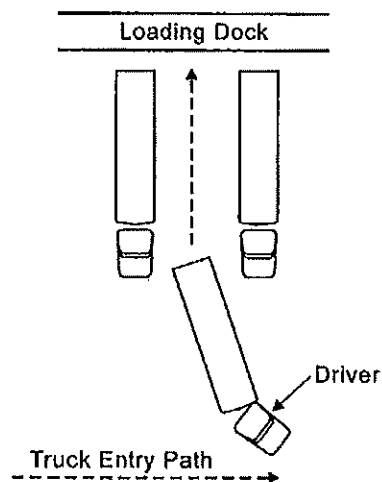
DIVISION VIII

OFF-STREET LOADING

- Sec. 6-801. Off-street loading required.
- Sec. 6-802. Minimum number of on-site loading spaces required.
- Sec. 6-803. Location of loading spaces.
- Sec. 6-804. Loading area specifications.
- Sec. 6-805. Permanent reservation
- Sec. 6-806. Administrative variance.

Sec. 6-801. Off-street loading required.

- (a) On the same lot with every building, structure or part thereof, erected or occupied for manufacturing, storage, warehouse, truck freight terminal, department store, wholesale store, grocery supermarket, hotel, hospital, mortuary, dry cleaning plant, retail business, or other uses similarly involving the receipt or distribution of vehicles, materials or merchandise, there shall be provided and maintained adequate space for the standing, loading, and unloading of such materials to avoid undue interference with public use of streets, alleys, and private or public parking areas.



Source: Stover, Vergil G., and Frank J. Koepke. 2002.
Transportation and Land Development (2nd Ed.). Washington, DC:
 Institute of Transportation Engineers. Figure 10-5, p. 10-9.

- (b) Development within the CB zoning district shall be exempt from compliance with the off-street loading requirements of this division.

Sec. 6-802. Minimum number of on-site loading spaces required.

- (a) One off-street loading space shall be provided for the first 10,000 square feet of gross floor area or fractional part thereof for light industrial use and one off-street loading space for the first 5,000 square feet of gross floor area or fractional part thereof for retail or other non-industrial use for which a loading space is required.
- (b) One additional space shall be required for each additional 25,000 square feet of gross floor area or fractional part thereof for light industrial use and for each additional 10,000 square feet for retail or other non-industrial use.

Sec. 6-803. Location of loading spaces.

Loading areas shall be located to the rear of the building, unless site design precludes a rear location, in which case loading shall be to the side of a building.

Sec. 6-804. Loading area specifications.

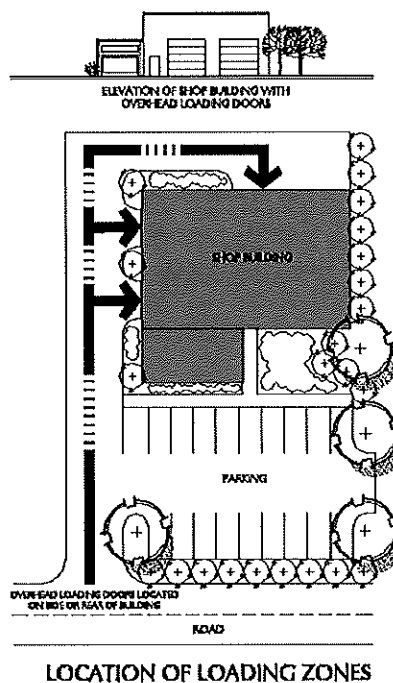
Unless otherwise approved by the zoning administrator, loading spaces shall be a minimum of 14 feet wide, 40 feet long, with 14 feet of height clearance. When the development requires loading and unloading by full-size tractor-trailers, loading spaces and access apron shall be a total of 155 feet.

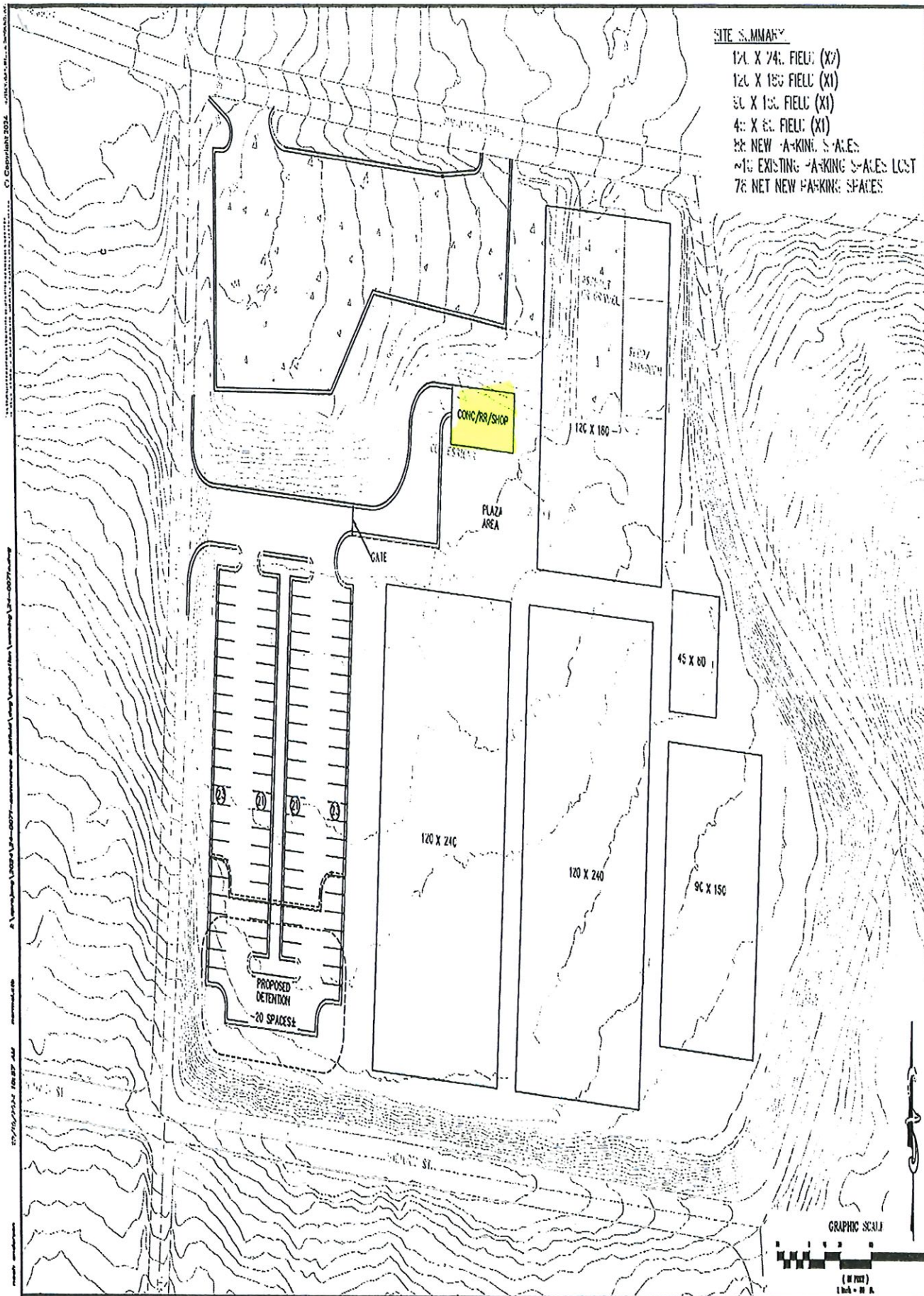
Sec. 6-805. Permanent Reservation.

Area reserved for off-street loading in accordance with this ordinance must not be reduced or changed to any other use unless the permitted use that the off-street loading serves is discontinued or modified. However, equivalent loading space may be provided and approved by the zoning administrator.

Sec. 6-806 . Administrative variance.

The Zoning Administrator is authorized to modify the loading area specifications of this division and reduce or waive off-street loading space requirements for good cause shown, after application for administrative variance.





HUSSEY GAY BELL
Established 1958
 3100 Peachridge Blvd Building 300, Dulles, VA 20196-7770/7032.1400

REVISION	DATE	BY	APP.
1			
2			

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

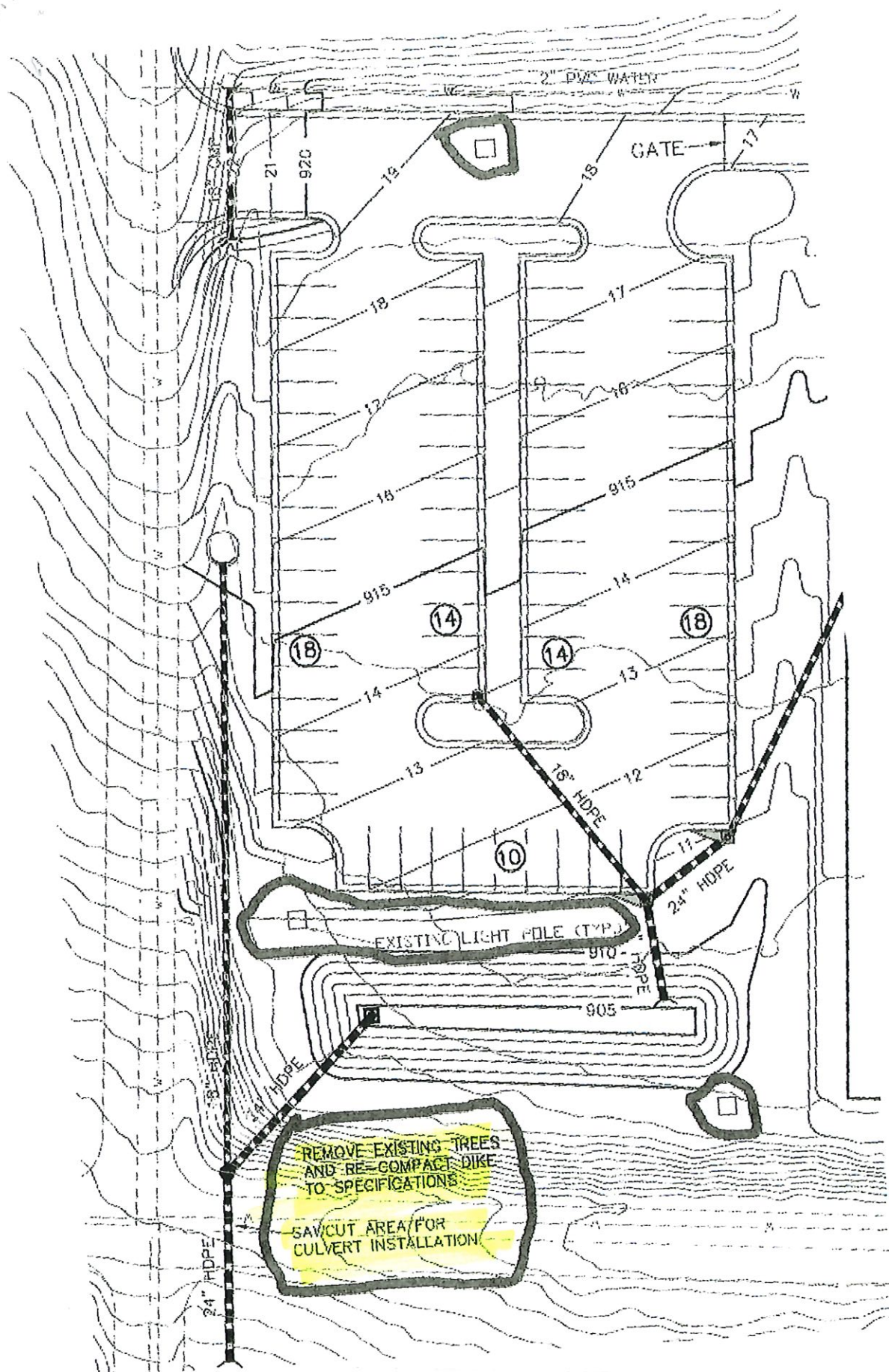
CONVERGENCE BALLFIELD
 CONCEPT

Address: _____
 City/State: _____
 Lot/Loc: _____
 Owner: _____
 Design: _____
 Engineer: _____
 City/County: _____
 Building Code: _____

CONCEPT 1

C-A1

Attachment #2



Attachment #3



Bid Sheet

RFP 26-010

Ridling Field Renovation - Phase 2

January 29, 2026

	Vendor	Overall Price
1	W.L. Griffin Company LLC	\$656,808.30
2		
3		
4		
5		
6		
7		
8		
9		
10		

Debby Peete

Debby Peete, Finance Specialist



Bid Opening Sign in Sheet

RFP 26-010

Ridling Field Renovation - Phase 2

January 9, 2026 at 10:30am

[illegible]



NOTICE OF INTENT TO AWARD

Form must be posted to the GA Procurement Registry (GPR)

Solicitation Title/Event
Name: 26-010 Ridling Field Renovation – Phase 2

Solicitation No/Event ID: PE-77111-NONST-2026-000000038

Solicitation Close/ Event End
Date: January 29, 2026

Notice of Intent to Award
Posting Date: February 25, 2026

Issuing Officer: Debby Peete

Issuing Officer Contact
Information: bids@commercega.gov

The State intends to award a contract to the apparent successful offeror(s). The Notice of Intent to Award should not be considered as a binding commitment by the State. Inquiries should be addressed to the Issuing Officer. Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees. Please reference the Georgia Procurement Manual for the supplier protest process updated May 18, 2018:

<http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies>

APPARENT SUCCESSFUL OFFEROR(S)	AWARD AMOUNT
W.L. Griffin Company, LLC	Fixed Contract Amount \$676,808.30
	Select One
	Select One
	Select One
UNSUCCESSFUL OFFEROR(S)	REASONS
	Not Highest Scoring Proposal (for RFP only)
	Not Highest Scoring Proposal (for RFP only)
	Not Highest Scoring Proposal (for RFP only)
	Not Highest Scoring Proposal (for RFP only)
	Not Highest Scoring Proposal (for RFP only)
	Not Highest Scoring Proposal (for RFP only)
	Select One
	Select One
	Select One
	Select One
	Select One

Authorized Signature: *Debby Peete*



City of Commerce

P.O. Box 348
110 State Street
Commerce, GA 30529
Phone: (706) 335-3164
Email: bids@commercega.gov

NOTICE: REQUEST FOR PROPOSAL

The City of Commerce is soliciting sealed proposals from qualified contractors to provide all necessary services and materials for the **Phase 2 renovation of the existing site at Ridling Field**, located at **414 Shankle Heights, Commerce, GA 30529**.

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by a written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled:
“RFP 26-010” and delivered to:

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attn: Debby Peete, Finance Specialist

Due no later than **January 29, 2026, at 2 p.m. local time prevailing**. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) are encouraged to contact Debby via email at bids@commercega.gov.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce.

City of Commerce
REQUEST FOR PROPOSAL
FOR
Commerce Ridling Field Renovation Phase 2

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

January 29, 2026, at 2:00 p.m. EST

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

**CITY OF COMMERCE
REQUEST FOR PROPOSAL
FOR
Commerce Recreation Field Renovations**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce is accepting sealed proposals from qualified vendors for Commerce Recreation Field Renovation at Ridling Field Phase 2 in Commerce, Georgia.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	December 10, 2025
<u>Mandatory</u> Pre-Proposal Conference	January 9, 2026 10:30 am, local time 414 Shankle Heights Commerce, GA 30529
Deadline for questions	January 20, 2026
Submittal deadline	January 29, 2026 2:00 pm, local time

1.2 RFP SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

**City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attention: Debby Peete**

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact **Debby Peete via email at bids@commercega.gov** to clarify any part of the SCOPE or purpose of this RFP or questions pertaining to submittal requirements. All questions that arise must be submitted prior to seven (7) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.gov under the “Business” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from the City website at www.commercega.gov, after the RFP due date and time stated herein. The bid opening will be open, and a Tally Sheet will be available on the City's website or upon adequate request following the deadline.

1.11 TAXES

Purchases made by cities are exempt from payment of sales and use taxes. O.C.G.A. § 48-8-3(1). The selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include complete vendor information and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendors will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. A thirty (30) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods or if funds are also not appropriated for equipment or services that replace those contracted for under this agreement.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

- 1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.15.1.2 The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.

1.16.2 The form must be notarized.

1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format).

1.17.2 Two (2) paper versions of the bid. **The original shall be clearly marked “original”.**

1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the Bid.

1.19 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

1.20 BONDING

1.20.1 **Performance:** A performance bond is required for an amount equal to the contract amount for all public works construction projects that exceed \$100,000.00 and are subject to the requirements of the Local Government Public Works Construction Law. O.C.G.A. § 36-91-70. If the contract does not exceed \$300,000, the city may also accept an irrevocable letter of credit in lieu of the performance bond.

1.20.2 **Bid:** A bid bond in an amount equal to 5% of the total contract amount is required. No bid or proposal shall be complete unless a bid bond is provided O.C.G.A §36-91-50(d). If the contract does not exceed \$300,000, the city may also accept an irrevocable letter of credit in lieu of the bid bond.

1.20.3 **Payment:** A payment bond must be in an amount equal to the contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90.

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE

The City of Commerce is issuing this Request for Proposal (RFP) for qualified professionals from respondents capable of completing and providing professional contractual services for the **Renovation of Ridling Field Phase 2, Commerce, GA.**

2.1 CONTRACT PERIOD

Any contract resulting from this RFP shall not exceed a period of 180 days from the time the notice to proceed is provided until completion of the project unless agreed to in writing by both parties. To that end it requests proposals from qualified firms that meet the specifications listed herein.

2.2 CONTRACT LABOR COST DETAILS

Project cost shall be submitted in totality, as this is a turnkey project. An itemized breakdown of supplies, materials, travel, shipping, labor, etc. can be helpful during the review process.

2.3 CERTIFICATIONS REQUIRED

The successful contractor shall provide details of operator qualifications for all employees that will be part of the installation or construction. The operator qualifications reports may be required before any construction can begin. A copy of the successful contractor's drug and alcohol testing plan may also be required along with the latest PHMSA Drug and Alcohol Testing Data. While under contract with the City of Commerce this PHMSA Drug and Alcohol Testing Data may be requested by the City throughout the life of the contract.

2.4 ADMINISTRATION

The project will be administered by the City of Commerce through the Finance Department, which will be the main point of contact for all questions during the proposal period. The **Recreation Director** will be the main point of contact once the project is initiated.

2.5 PROCEDURES & MISC. ITEMS

2.5.1 All questions shall be submitted in writing (e-mail is acceptable) and will be communicated to all firms responding to this RFP.

2.5.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

2.5.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason,

the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

2.5.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

2.5.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however. Payment will be processed after completion of all construction and the successful testing of all installed products and inspection of site by City (if applicable).

2.5.6 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.

2.5.7 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia.

2.5.8 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.5.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.0 PROJECT SCOPE

The contractor is to provide all necessary service and materials for the Phase 2 renovation and redesign of the City field, at Ridling Field, 414 Shankle Heights, Commerce, Georgia 30529.

3.1 SPECIFICATIONS

Site Plan/Civil Drawing/Building Plans:

- Submit a site plan/civil drawing and building plan to the Planning & Development Superintendent for the City of Commerce based on drawings included in RFP.
- Site plan/civil drawing must be submitted to the City within two (2) weeks of signing the contract.
- Site plan should include but not be limited to the following:
 - a) Details for installation of silt fence and other BMPs for erosion control.
 - b) Details for installation of driveway pipe for entrance to new parking lot.
 - c) Details for installation of stormwater detention facility (pond or underground retention).

The plan(s) will be reviewed and processed according to State and City guidelines. Once plan(s) is approved, contractor will be notified in writing for commencement of project.

Sitework - shall include, but is not limited to:

- Construct erosion control system as approved in site plan/civic drawing approved by the City of Commerce Planning & Development Superintendent.
- Construct and implement slope stabilization for entire site per the site plan/civic drawing approved by the City of Commerce Planning & Development Superintendent.
- Construct and install storm system as in approved site plan/civic drawing approved by the City of Commerce Planning & Development Superintendent.

All work must be in accordance with the State of Georgia and the City of Commerce guidelines, policies and procedures. Contractor must obtain any and all required permits as it pertains to this project. .

Parking Lot South – Construct and Lay Out Parking Lot (Located at corner of Williford Street and Victoria Street) shall include, but is not limited to:

- Installation of conduits, wiring, and piping. *Contractor must coordinate with City of Commerce Electric Department for service entrances.*
- Construct parking lot over storm system after approved by Planning & Development Superintendent. *Parking lot must meet Chapter 6 of the UDC.*
- Mark parking spaces per approved civic/site plan.
Parking lot must allow for ADA compliant parking spaces in both layout and number of required spaces.

3.2 SITE INSPECTIONS

Before submitting a proposal, each Company must:

- 3.2.1 Examine the specifications and scope of work thoroughly.
- 3.2.2 Attend the **MANDATORY Pre-Bid meeting on January 9, 2026, at 10:30 am**, onsite at 414 Shankle Heights, to familiarize themselves with conditions at the site that may affect the performance of the work and to ask questions of City staff pertaining to the construction at 414 Shankle Heights, Commerce, Georgia 30529
- 3.2.3 Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work.
- 3.2.4 Carefully correlate observations with the requirements of the specifications.

3.3 PROJECT SCHEDULE

- 3.3.1 Commerce City Council awards the Proposal.
- 3.3.2 Contract will be signed.
- 3.3.3 Notice to Proceed will be issued to vendor.
- 3.3.4 Contractor will provide civic/site plan for approval by City Planning and Development Superintendent *Contractor will be notified in writing when plan is approved, and project may commence.*
- 3.3.5 Contractor to provide a project schedule with start and completion dates.

- 3.3.6 Contractor will have site inspected periodically by the Planning & Development Superintendent to ensure construction is in compliance with approved plans.

SECTION THREE – PROPOSAL FORMAT

4.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an **electronic copy** of the response as part of their proposal. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

4.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

4.2 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company's background, including:

- 4.2.1 How long the company has been in business.
- 4.2.2 A brief description of the company size and organization.
- 4.2.3 The number of and history of other public sector construction projects.

4.3 CLIENT REFERENCES

Vendors should provide at least five (5) client references that are similar in size or complexity to the City of Commerce, located in the State of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.4 BID SHEET

Vendor shall use the attached bid sheet and submit with the overall lump sum cost of the project. This format is a minimum requirement; vendors should add additional information to give a full picture of itemized service expenses. The vendor will present, in detail, features and capabilities of the proposed products. Please reference the "Project Scope" to gain insight on what applications will be needed.

4.5 ADDENDA

If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP. Said addenda will be posted on the City's website. **All addenda issued by the City must be so noted on any bids that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive bid.

SECTION IV - SELECTION

5.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City Council of Commerce. Following approval, the City will complete contract negotiations. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP.

5.1 Evaluation Method

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. One vendor will be awarded.

5.2 Selection Criteria

Responses to this RFP will be scored according to the following criteria:

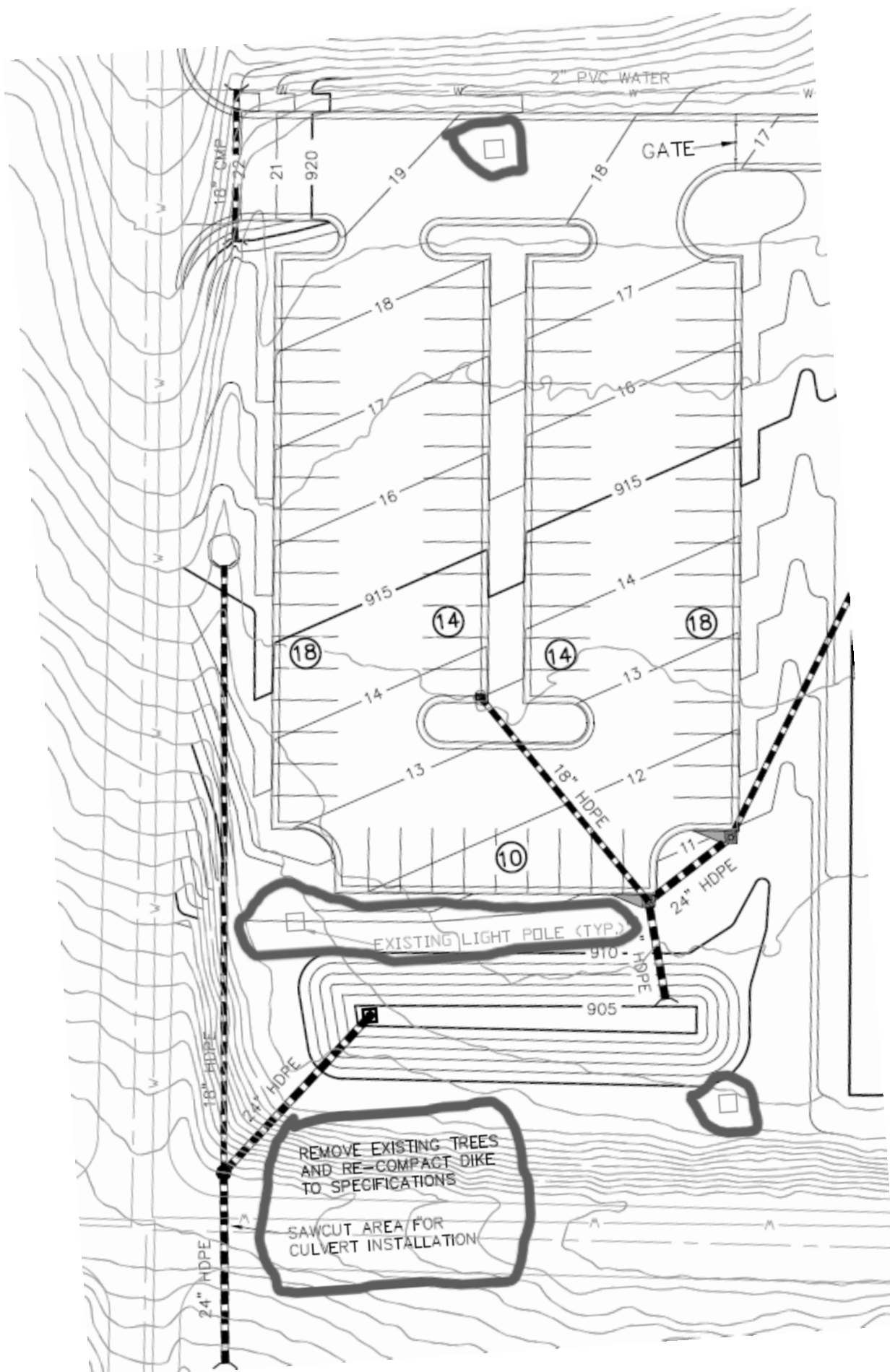
5.2.1 Project understanding, approach and schedule – **25 points**

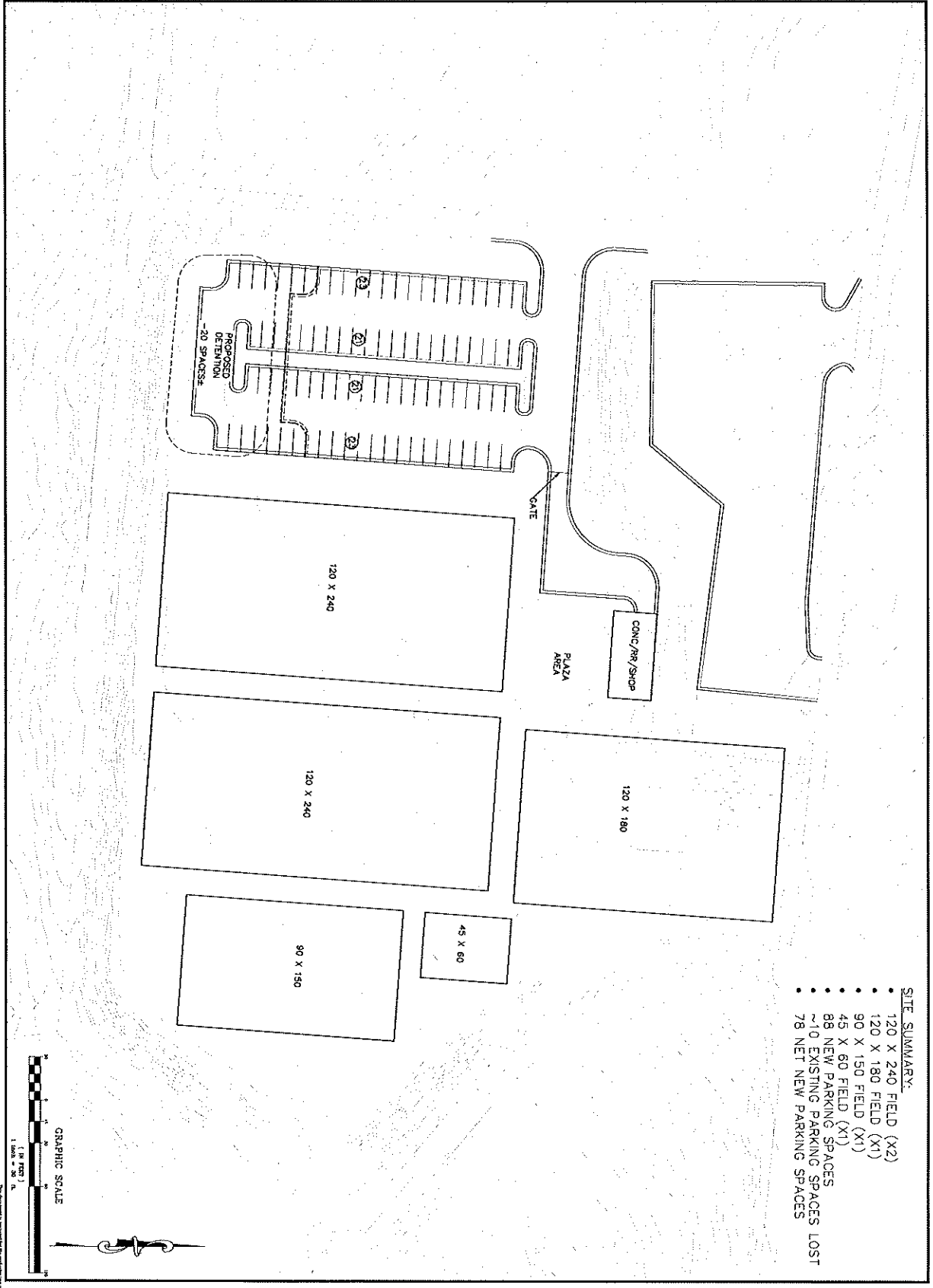
5.2.2 Experience and availability of project team – **20 points**

5.2.3 Experience on similar projects, including past record of performance – **20 points**

5.2.4 Overall quality and responsiveness of proposal – **10 points**

5.2.4 Price – **25 points**





- SITE SUMMARY:**
- 120' X 240' FIELD (X2)
 - 120' X 180' FIELD (X1)
 - 90' X 150' FIELD (X1)
 - 45' X 60' FIELD (X1)
 - 88 NEW PARKING SPACES
 - ~10 EXISTING PARKING SPACES LOST
 - 78 NET NEW PARKING SPACES

CLIENT NAME, INC. 6000 Anniversary Street Dacula, GA 30070 Phone: (770) 208-0800 COMMERCIAL USE 12/13/2024		HUSSEY GAY BELL <i>Established 1958</i> 3100 Rockbridge Blvd, Building 300, Dacula, GA 30006 / F: 770-923.1600	
Project Title COMMERCE BALLFIELD CONCEPT		Revision Description By App. Date	
Project Location City, State, Zip Land Use Subdivision County Parcel ID Project ID Client Name Sheet Name Sheet Total		FOR REVIEW ONLY NOT TO BE RELIED OR CONSTRUCTION	
Sheet Number C-A1		CONCEPT 1	

Required Forms for Submission

<i>BID SCHEDULE</i>					
<i>RFP #26-010</i>					
<i>Ridling Field Reconstruction – Phase I</i>					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
0001	Submit a site plan/civic drawing and building plan and obtain proper permits.				
0002	Construct an erosion control system. Construct & implement slope stabilization. Construct & install storm system.				
0003	Install conduits, wiring and piping for drainage and electrical to park.				
0004	Construct parking lot over storm system. Mark parking spaces per approved civic/site plan.				
	TOTAL				



EXECUTION OF PROPOSAL

DATE: _____

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ____ That this proposal was signed by an authorized representative of the firm.
- ____ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ____ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public [NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



February 16, 2026

Request for Clarification #2 – 26-010 Ridling Field Renovation Phase 2

W.L. Griffin
134 Hickory Flat Road
Gillsville, GA 30543

I hope this message finds you well. I am writing regarding the bid proposal submitted for 26-010 Ridling Field Renovation Phase 2. After reviewing the documentation, there is a request for clarification to ensure our understanding is accurate and complete.

Specifically, we would appreciate further details on:

1. Page 1 (one) of the proposal submitted by your company, Item 3 notes: “This is a budget only number.”

Please clarify this statement.

2. Page 1 (one) of the proposal submitted by your company, the last sentence states, “This scope does not include any removal of unsuitable soil or rock encountered during project for replacement.”

Does your company provide the service to remove unsuitable materials? If so, please provide a price for providing this service.

Your timely response will help us proceed in full compliance with the project requirements and avoid any misinterpretation.

Thank you for your attention and assistance.

Kind regards,

Debby Peete
Finance Specialist
City of Commerce
bids@commercega.gov
(706) 336-3297



February 5, 2026

Request for Clarification – 26-010 Ridling Field Renovation Phase 2

W.L. Griffin
134 Hickory Flat Road
Gillsville, GA 30543

I hope this message finds you well. I am writing regarding the bid proposal submitted for 26-010 Ridling Field Renovation Phase 2. After reviewing the documentation, there is a request for clarification to ensure our understanding is accurate and complete.

Specifically, we would appreciate further details on:

1. On the BID SCHEDULE (page 14) of your submitted bid proposal; ITEM NO 0002 it was notated "Construct & install storm system." Please clarify whether the quote for the stormwater detention facility is over or underground.

Your timely response will help us proceed in full compliance with the project requirements and avoid any misinterpretation.

Thank you for your attention and assistance.

Kind regards,

Debby Peete
Finance Specialist
City of Commerce
bids@commercega.gov
(706) 336-3297



Re: Request for Clarification #2 - Ridling Phase 2

From Thomas Brown <thomas@wlgriffincompany.com>

Date Tue 2/24/2026 12:47 PM

To Bids Inbox <bids@commercega.gov>; Westly Griffin <westly@wlgriffincompany.com>

No. That would replace the \$25000 budget number.

Thomas Brown
706-372-0211

From: Bids Inbox <bids@commercega.gov>

Sent: Tuesday, February 24, 2026 12:43:43 PM

To: Thomas Brown <thomas@wlgriffincompany.com>

Subject: Re: Request for Clarification #2 - Ridling Phase 2

And that is added to the original price?

Best regards,



110 State Street
PO Box 348
Commerce, GA 30529
www.commercega.gov
#OneCommerce

Debby Peete

Finance Specialist

(O) 706-335-3164

(D) 706-336-3297

dpeete@commercega.gov

From: Thomas Brown <thomas@wlgriffincompany.com>

Sent: Tuesday, February 24, 2026 10:52 AM

To: Bids Inbox <bids@commercega.gov>

Cc: Westly Griffin <westly@wlgriffincompany.com>

Subject: RE: Request for Clarification #2 - Ridling Phase 2

Debby –

Based on the information provided below, an approximate price per pole would be \$7500 for a total of \$45,000 for 6 Light poles.

Thomas Brown
Project Manager
W.L. Griffin Company, LLC
706-372-0211

From: Bids Inbox <bids@commercega.gov>
Sent: Tuesday, February 17, 2026 10:25 AM
To: Thomas Brown <thomas@wlgriffincompany.com>
Subject: Request for Clarification #2 - Ridling Phase 2

Best regards,



110 State Street
PO Box 348
Commerce, GA 30529
www.commercega.gov
#OneCommerce

Debby Peete
Finance Specialist
(O) 706-335-3164
(D) 706-336-3297
dpeete@commercega.gov



134 Hickory Flat Road Gillsville, GA 30543 * Ph. 706-677-1373 * thomas@wlgriffincompany.com

City of Commerce Ridling Field Renovation Phase 2

W.L. Griffin Company LLC has provided pricing to complete site plan, erosion control, parking lot, and storm system for the City of Commerce Ridling Field Renovation Phase 2 that includes all Items identified in Addendum 1-2 as well as the bid documents. Once approved, W.L. Griffin Company LLC will start the project within a two-week timeline and complete the project in less than 3 months (pending weather and plan approval).

The following scope is included in the attached Bid Form.

Item 1 Includes the Topographic Survey, Site Design, Stormwater Management Design, Permitting, and NPDES requirements. This plan will be submitted to the City of Commerce for approval prior to starting the work. It does not include any lighting or building design.

Item 2 Includes the Erosion Control and Storm Drainage System per approved plan. Budget numbers and quantities are attached. (Underground Detention can be determined during plan approval – cost will be additional)

Item 3 Includes the electrical wiring and conduit for lighting requirements for the parking lot. This is a budget only number.

Item 4 Includes the parking lot grading with 6" GAB, 2" Binder, and 1.5" E/F Topping, curb and gutter, stripping, and signage. The quantities and pricing attached can be adjusted upon plan approval.

This scope does not include any removal of unsuitable soil or rock encountered during project for replacement.

Thank you for the opportunity,

Thomas Brown

Project Manager



134 Hickory Flat Rd. * Gillsville, Georgia 30543 * 706-677-1373 * westly@wlgriffincompany.com

COMPANY BACKGROUND

W. L. Griffin Company, LLC began and was founded by Westly Griffin. The Company was incorporated with the State of Georgia on September 26, 2019. Westly Griffin has over 25 years of experience in utility construction. He first gained his knowledge of utility construction by working closely with his dad from a young age who began his own business back in 1968. It has been a privilege and passion for Westly to carry on what his dad taught him.

W.L. Griffin Company provides extensive pipeline construction services with an industry knowledge and equipment. Most of our projects are in the Northeast Georgia area with some extending outside of this region. We specialize in the installation of water lines, sanitary sewer lines, natural gas main and service lines, water and sewer pump stations, stormwater systems, grading, demolition, hauling, rock excavation and drilling. We are also experienced with boring on grade with a pilot machine up to a 60-inch casing. The Company is also certified by the federal and state government to perform blasting and handle explosives. W. L Griffin Company is also a certified contractor for the Georgia Department of Transportation.

The majority of our construction services are provided to municipalities and are bonded government contracts. Our management works closely with the counties, city governments, and engineers to achieve the most cost-effective approach while completing the jobs in a timely manner. In addition, the Company has also performed work in the private and commercial sectors as well.

The safety of our employees and the public is a top priority for the Company. Our management, equipment operators, and crew are experienced and exhibit expertise to safely complete the projects. Our team members receive safety and job specific training. We also have drug-free workplace implemented within our company, prioritize compliance rules, qualifications are kept up to date meet standards set by OSHA.

W.L Griffin Company, LLC goal is to continue providing top-grade quality utility construction with supreme efficiency and knowledge to each of our customers while providing them with the most cost-effective approach to each project.



W.L. GRIFFIN
company, LLC.

134 Hickory Flat Road Gillsville, GA 30543 * Ph. 706-677-1373 * westly@wlgriffincompany.com

Client References

1. Chattahoochee Group Inc.
 220 Carter Street
 Clermont, Ga 30527
 Contact: Jake Gailey
 678-936-8298
 jwgailey@chatgroupinc.com
2. City of Gainesville
 757 Queen City Pkwy SW
 Gainesville, Ga 30501
 Contact: Scotty Shelnutt
 678-725-3681
 sshelnutt@gainesvillega.gov
3. Kytile Backhoe & Construction
 PO Box 778
 Lula, Ga 30554
 Contact: Chris or Adam
 770-652-7262- Chris
 770-652-7615 – Adam
 Kbc4662@aol.com
 adam@kytilebackhoe.com
4. Lumpkin County Water & Sewer Authority
 99 Courthouse Hill
 Dahlonega, GA 30533
 Contact: Sean Phipps
 706-864-3742
 Sean.phipps@lumpkincounty.gov
5. Barrow County BOC
 30 N. Broad Street
 Winder, Ga 30680
 Contact: Dean Garrett
 770-307-3014
 dgarrett@barrowga.org
6. Lanier Contracting Company
 3690 Lawrenceville- Suwanee Rd
 Suwanee, GA 30024
 Contact: Ted Ankerich
 706-540-2798
 tankerich@laniercontracting.com

W.L. Griffin Company, LLC

Work History

Project Name / Description	Completion Date	Contract Amount	Engineer Name and Address	Owner /Contracting Agency Name
FY20 Stormwater Storm	1/31/2024	\$ 1,342,862.17	City of Gainesville, 757 Queen City Pkwy SW, Gainesville, Ga 30501 Contact Tracy Robar 770-538-2406	City of Gainesville, 757 Queen City Pkwy SW, Gainesville, Ga 30501 Contact Tracy Robar 770-538-2406
6th Street Water Main	1/17/2023	\$ 580,416.88	Hussey Gay Bell, 3100 Breckenridge Blvd, Bldg 300, Duluth, Ga 30096	City of Auburn PO Box 1059 Auburn, GA 30011
Barlow Pump Station	11/13/2023	\$ 872,897.92	Turnipseed Engineers, 2255 Cumberland Pkwy, Bldg 400, Atlanta, Ga 30339	City of Dahlonega 194 Courthouse Hill, Dahlonega, GA 30533
Wastewater Lift Station and Force Main	1/13/2023	\$ 126,884.99	Cherokee Co. Board of Commissioners, 1130 Bluffs Pkwy, Canton, Ga 30114	Cherokee Co. Board of Commissioners, 1130 Bluffs Pkwy, Canton, Ga 30114
Spot Road Pump Station	9/28/2023	\$ 1,260,926.56	CEC, 4994 Lower Roswell Rd. Ste 18, Marietta, Ga 30068	City of Cumming 100 Main Street Cumming, GA 30040
Lavonia Apartments Grading	9/22/2022	\$ 689,498.06	Clear Creek Contractors, PO Box 218, Brooks, Ga 30205	Clear Creek Contractors, PO Box 218, Brooks, Ga 30205
Jim Hood Pond Rehab/Clearing	11/29/2022	\$ 176,594.15	Scotty Hall/Mike Weaver, 4845 Jim Hood Rd., Gainesville, Ga 30506	Weaver, 4845 Jim Hood Rd., Gainesville, Ga 30506
Boost Industrial Water Bore	10/24/2022	\$ 12,500.00	Simpson Trucking & Grading 164 Candler Rd, Gainesville, Ga 30506	Grading 164 Candler Rd, Gainesville, Ga 30506
United Rentals Phase I & II Grading /Mud Pit Oil Water Separator , Sewer line	9/20/2022	\$ 178,977.18	Seymours/Intersate 85 Services 2909 Ila Rd., Gainesville, Ga 30530	Seymours/Intersate 85 Services 2909 Ila Rd., Gainesville, Ga 30530

Water Transmission Line	11/25/2021	\$ 33,480.00	City of Baldwin Sub for Square Deal Enterprises, 310 Welcome Lane, Sautee, Ga 30571	Square Deal Enterprises, 310 Welcome Lane, Sautee, Ga 30571
Atlanta Hwy Waterline	8/16/2021	\$ 55,881.00	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554
Gainesville High School Sewer Line	2/4/2022	\$ 79,411.67	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554
UNG Gravity Sewer	12/6/2021	\$ 294,812.53	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554
Gainesville High Classroom Addition 24" SL	8/2/2022	\$ 567,616.68	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554
Hoschton Tank	5/5/2022	\$ 121,359.23	Ozark Construction, 1002 Artis Ln., Conway ,AR 72034	for Ozark Construction, 1002 Artis Ln., Conway ,AR 72034
Lumpkin Co New Elementary Water & Sewer Main	2/18/2022	\$ 266,179.09	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554	Kytle Backhoe & Construction PO Box 778 Lula, Ga 30554
Peninsula Rd Low Pressure Sewer	2/1/2023	\$ 126,225.35	Richard Padgham PO Box 3332, Gainesville, Ga 30503	Richard Padgham PO Box 3332, Gainesville, Ga 30503
Coal Mountain Force Main	6/22/2021	\$ 29,580.00	Horizontal Unlimited	Horizontal Unlimited
2021 WMI Tank, BPS, and PRV	8/31/2023	\$ 621,729.04	Sub for Ozark Construction, 1002 Artis Ln., Conway ,AR 72034	for Ozark Construction, 1002 Artis Ln., Conway ,AR 72034
Dollar General Commerce Water Sewer Line	6/22/2021	\$ 69,096.25	Dollar General Corp. / Sub for Doss Clearing and Grading	Dollar General Corp. / Sub for Doss Clearing and Grading

Lyman Hall Elementary Demo, Storm Drain	7/18/2023	\$ 411,071.90	Chattahoochee Group PO Box 172, Clermond, Ga 30527	Chattahoochee Group PO Box 172, Clermond, Ga 30527
Hart Co Jail Force Main and Pump Station	5/22/2024	\$ 371,654.38	Charles Black Construction/Sub for Kytile Backhoe & construction, PO Box 778 Lula, Ga 30554	Construction/Sub for Kytile Backhoe & construction, PO Box 778 Lula, Ga 30554
2021 Chestatee Industrial Park Water & Sewer Improvements	5/10/2024	\$ 4,774,592.73	Peoples & Quigley 6059 Boylston Drive, NE Sandy Springs, GA 30328 Leon Hendee: 404-255-2650	99 Courthouse Hill Dahlonaga, GA 30533 Sean Phipps 706-864-3744
Empower College/Career Academy / JCHS gas line replacement	1/26/2025	\$ 128,671.09	Freeman Plumbing PO Box 658 Commerce, GA 30529	JCHS 1952 Winder Hwy Jefferson, GA 30549
Conyers Hwy 4" PE Gas Line	1/3/2025	\$ 59,450.00	City of Lawrenceville PO Box 2200 Lawrenceville, GA 30046	PO Box 2200 Lawrenceville, GA 30046
FY2021 Water Main Improvements	1/21/2025	\$ 1,393,252.99	City of Gainesville, 757 Queen City Pkwy SW, Gainesville, Ga 30501 Contact Tracy Robar 770-538-2406	City of Gainesville, 757 Queen City Pkwy SW, Gainesville, Ga 30501 Contact Tracy Robar 770-538-2406
Clarks Hill Blanchard Water Treatment Plant abd Clarks Hill Water Treatment Plant Media Rehab	2/20/2025	\$ 257,966.90	Columbia County Board of Commissioners 500 Faircloth Drive Evans, GA 30809 Contact Nathan McDonald 706-868-3474	Board of Commissioners 500 Faircloth Drive Evans, GA 30809 Contact Nathan McDonald
Lawrenceville Ozora Church Road	5/14/2025	\$ 177,980.00	City of Lawrenceville PO Box 2200 Lawrenceville, GA 30046	PO Box 2200 Lawrenceville, GA 30046
North Ga Technical College Gas Line Replacement	4/8/2025	\$ 34,335.33	Bowen & Watson Inc 2802 GA-17 Alt Toccoa, GA 30577 Contact: Alex Kleinert 706-886-3197	Bowen & Watson Inc 2802 GA-17 Alt Toccoa, GA 30577 Contact: Alex Kleinert 706-886-3197

Newton GDOT	5/20/2025	\$ 166,234.00	GDOT West Peachtree St NW Atlanta, GA 30308 600	3900 Steve Reynolds Blvd Norcross, GA 30093 404-787-3335 Contact Vipul Patel
Northside WPCP Diffiser/Davis Bros Baffle Curtain Replacement	3/25/2025	\$ 375,389.24	Goodwyn Mills Cawood 6120 Powers Ferry RD NW Suite 200 Atlanta, GA 30339 770-952-2481 Contact: Tony Van De Ryt	City of Commerce 545 Cedar Drive Commerce, GA 30529 706-335-3164
Barrow Park 53 Water Main Extension	5/5/2025	\$ 2,155,817.40	Precision Planning 400 Pike Blvd Lawrenceville, GA 30046 Contact Richard Crowder 770-338-8161	Barrow County BOC 30 N. Broad Street Winder GA 30680 Contact Dean Garrett 770-307-3014
Lawrenceville Hwy 81 at Wagon Trail	6/1/2025	\$ 75,000.00	City of Lawrenceville PO Box 2200 Lawrenceville, GA 30046	PO Box 2200 Lawrenceville, GA 30046
Lawrenceville Buford Drive 6 inch PE	Sep-25	\$203,473.80	City of Lawrenceville PO Box 2200 Lawrenceville, GA 30046	PO Box 2200 Lawrenceville, GA 30046
Lawrenceville Lonnie Harvel Blvd Pressure Improvement	Sep-25	\$ 56,764.00	City of Lawrenceville PO Box 2200 Lawrenceville, GA 30046	PO Box 2200 Lawrenceville, GA 30046
Madison Bostwick Rd 2" PE Installation	Sep-25	\$ 30,317.00	City of Madison Box 32 Madison, Ga 30650	City of Madison PO Box 32 Madison, Ga 30650
Gainesville Riverside WTP Expansion	Nov-25	\$ 476,131.43	Lanier Contraction co 3690 Lawrenceville Rd , Suwanee Ga 30024	Lanier Contraction co 3690 Lawrenceville Rd , Suwanee Ga 30024
Commerce Ridling Field	Dec-25	\$ 59,500.00	City of Commerce PO Box 348 Commerce, Ga 30529	City of Commerce PO Box 348 Commerce, Ga 30529

BID SCHEDULE					
RFP #26-010					
Ridling Field Reconstruction – Phase I					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
0001	Submit a site plan/civic drawing and building plan and obtain proper permits.	1	LS	68,525. ⁰⁰	68,525. ⁰⁰
0002	Construct an erosion control system. Construct & implement slope stabilization. Construct & install storm system.	1	LS	174,328. ³⁰	174,328. ³⁰
0003	Install conduits, wiring and piping for drainage and electrical to park. (Budget)	1	LS	23,500. ⁰⁰	23,500. ⁰⁰
0004	Construct parking lot over storm system. Mark parking spaces per approved civic/site plan.	1	LS	390,455. ⁰⁰	390,455. ⁰⁰
	TOTAL Six hundred fifty-six thousand, eight hundred eight + 30/100				656,808. ³⁰



EXECUTION OF PROPOSAL

DATE: 1/29/26

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ☒ That this proposal was signed by an authorized representative of the firm.
- ☒ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☒ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☒ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

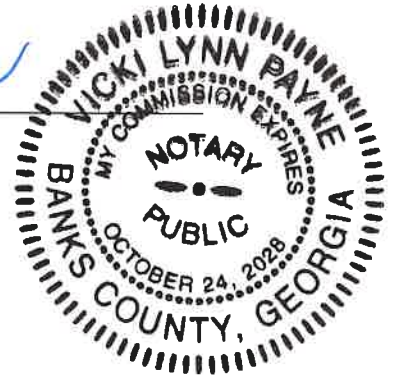
I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Westly Griffin - owner
Business Contact Representative
Thomas Blown - project manager
Operational Contact Representative
W.L. Griffin Company, LLC. 84-3626593
Vendor's Name Federal ID #
134 Hickory Flat Rd., Gillsville, Ga 30543
Address
706677 1373
Phone
Westly@wlgriffincompany.com Fax
Email
Westly Griffin, owner 1/29/26
Authorized Signature Date
Typed Name & Title

Subscribed and sworn to before me this 29th day of Jan., 2026


Notary Public





ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.

1

Addendum No

2

Addendum No.

Addendum No.

Westly Griffin

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

1/29/26

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



ADDENDUM #1

RFP 26-010

RIDLING FIELD RENOVATION PHASE 2

This addendum is being issued to address a question for RFP 26-010:

1. What is the estimated construction budget?
The estimated budget is \$100,000.00.

This addendum should be signed and returned with your proposal. Failure to do so may result in the proposal being non-responsive.

Debby Peete
Finance Specialist
City of Commerce

Company Name W.L. Griffin Company, LLC
Authorized Representative [Signature]

Page 1 of 1



ADDENDUM #2

RFP 26-010

RIDLING FIELD RENOVATION PHASE 2

This addendum is being issued to address questions resulting from the mandatory pre-bid meeting on January 9, 2026, for RFP 26-010:

1. 4 park lights located in proximity to the future Parking Lot South site are to be removed and stored by a private company for reinstallation upon completion of Phase 2. The direct connections and anchor rod connections are to remain intact by the Contractor awarded the contract for Phase 2.
2. Section 3.1 SPECIFICATIONS – Parking Lot South
Paving for Phase 2 should adhere to specifications in attachment #1 of this Addendum #2.
3. Paving for Parking Lot South should extend out to the future site of concession stand/shop building. (See plan C-A1 highlighted area in attachment #2 – All paving completed at this section.)
4. Section 3.1 SPECIFICATIONS
Trees must be removed as noted on Attachment #3 of this Addendum #2.
5. Section 3.1 SPECIFICATIONS
The Contractor must install 4 light poles in Parking Lot South to allow for adequate safety and security of park patrons. The Contractor must adhere to all City and State codes, and the additional lighting must be included in the site plan submitted to the Planning & Development Superintendent. The Contractor must install electrical conduit and electrical control boxes to allow City staff to control the light poles from the concession stand/shop building (see attachment #2 included in this Addendum #2).

This addendum should be signed and returned with your proposal. Failure to do so may result in the proposal being non-responsive.

Debby Peete
Finance Specialist
City of Commerce

Company Name W.L. Griffin Company, LLC

Authorized Representative [Signature]



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity:

W.L. Griffin Company, LLC

Contract No. and Name:

RFP 26-010 Phase 2 Ridling Field Construction

Contract Date:

Bid date 1/29/26

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

1665768

Date of Authorization

4/6/21

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

1/29/26

Title of Authorized Officer or Agent

owner

Printed Name of Authorized Officer or Agent

Westly Griffin

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF

Jan

20

26

Notary Public

[NOTARY SEAL]

My Commission Expires:

10/29/28

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



RFP 26-010 Ridling Phase 2

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. WLGFCE-53

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE WL Griffin Company LLC

134 Hickory Flat Road, Gillsville, GA 30543

as Principal, hereinafter called the Principal, and FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Commerce

27 Sycamore Street, Commerce, GA 30655

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ridling Field Renovation Phase 2 - RFP 26-010

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of January, 2026

[Signature]

(Witness)



[Signature]
Holly Phillips, Witness

(Witness)

WL Griffin Company LLC

(Principal)

(Seal)

By: *[Signature]*

[Signature] Owner

(Title)

FCCI Insurance Company

(Surety)

(Seal)

By: *[Signature]*

Attorney-in-Fact Robert M. Hrehor

(Title)

Surety Phone No. 800-226-3224

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

Surety Bond No.: WLGFIC-53

Principal: WL Griffin Company LLC

Obligee: City of Commerce

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 28th day of January, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



City Council Agenda

Subject: Jackson County Elections Polling Place Agreement moving local municipal elections to Commerce Administrative Complex

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

Jackson County Elections Board has approved the Commerce Administration Complex for the municipal elections of the city. The Administration Complex will also be the location of early voting for elections. This agreement is valid until either party gives a six month notice to cancel the agreement.

Department: Administration

Staff recommends approval.

Matthew Hailey, Assistant City Manager

[20260109104009406.pdf](#)



Jackson County Board of Elections and Registration

167

441 Gordon Street, Jefferson, Georgia 30549

Phone: 706-367-6377 Fax: 706-367-1193

Kevin Charles, Chairman of the Board

Jennifer Logan, Elections & Registration Director

Judy McNichols, Board Member

Larry Yorgason, Board Member

Tom Crow, Board Member

Rocheeka White, Board Member

Polling Place Agreement: City of Commerce– Commerce Administrative Complex

110 State Street

Commerce, GA 30529

City of Commerce agrees to let the Jackson County Board of Elections and Registration have use of the City of Commerce Administrative Complex for each municipal election starting January 2026 for election day voting. It is our understanding that the election staff requires access to our facility the Monday prior to the election day for setup until the Wednesday after election day (3 days). The City will need to provide an area for poll official breaks, tables and chairs as needed. Lastly, it is our understanding that election staff would need for the area to be locked and secured when election staff and/or poll workers are not present. Poll Officials will have to have access to the location no later than 5:45AM on Election Day.

The Jackson County Board of Elections and Registration and staff agree to notify the City of Commerce each odd numbered calendar year the muni general election dates. If the City of Commerce can no longer allow use of their facility for elections, it is our understanding that we will give at least six months' notice prior to any known election so Jackson County staff can work with the City of Commerce to find a new location to conduct the City of Commerce Elections and to give time for the Board of Elections and Registration to inspect and approve the new location.

I have reviewed the above terms and in signing agree to the terms listed above.

Mayor or Council Member or Clerk

Date

Jennifer Logan 1/9/26
Election Supervisor Date

Kevin Charles 1/9/26
Chairman of the Board Date

Judy McNichols
Board Member

Judy McNichols
Board Member

Tom Crow
Board Member

Board Member



Jackson County Board of Elections and Registration

168

441 Gordon Street, Jefferson, Georgia 30549

Phone: 706-367-6377 Fax: 706-367-1193

Kevin Charles, Chairman of the Board

Jennifer Logan, Elections & Registration Director

Judy McNichols, Board Member

Larry Yorgason, Board Member

Tom Crow, Board Member

Rocheeka White, Board Member

Polling Place Agreement: City of Commerce— Commerce Administrative Complex for Early Voting

110 State Street

Commerce, GA 30529

The City of Commerce agrees to let the Jackson County Board of Elections and Registration use our facility for each election starting January 2026. It is our understanding that the election staff requires access to our facility the Friday prior to the last week of Early Voting each election for setup, the full last week of early voting, and the Saturday following the last day of early voting for cleanup. Lastly, it is our understanding that election staff would need for the area to be locked and secured when election staff is not present.

The Jackson County Board of Elections and Registration and staff agree to notify the City of Commerce each calendar year of all known elections and as much time as possible for any special elections. If the church can no longer allow use of their facility for early voting for elections, it is our understanding that we will give at least six months' notice prior to any known election so Jackson County staff can notify the Board of Elections and Registration and have a new vote center approved.

I have reviewed the above terms and in signing agree to the terms listed above.

Mayor or Council Member or Clerk

Date

Jennifer Logan 1/9/26
Election Supervisor Date

Kevin Charles 1/9/26
Chairman of the Board Date

[Signature]
Board Member

Judy McNichols
Board Member

[Signature]
Board Member

Board Member



City Council Agenda

Subject: Jackson County Sheriff's Housing and Booking Contract

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

Daily fee of \$60.00 per person for processing, booking and housing at the Jackson County jail. A day is defined any portion of calendar day a per is physically present at the jail. The daily cost is increasing from \$40.00 per person to \$60.00 per person, the last increase was February 2025.

Department: Administration

Staff recommends approval.

Matthew Hailey, Assistant City Manager

[1012_001.pdf](#)

JACKSON COUNTY SHERIFF'S OFFICE MEMORANDUM OF UNDERSTANDING HOUSING AND BOOKING CONTRACT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered this ____ day of _____, 2026, by and between Kevin McCook, Sheriff of Jackson County, Georgia in his official capacity, hereinafter referred to as "The Sheriff" and the City of _____, a Georgia Municipal Corporation, hereafter referred to as the "The City".

WHEREAS, the Sheriff is the keeper of the Jackson County Jail by virtue of his office and the City operates a Municipal/City Police Department; and the parties mutually desire to define the terms and obligation they bear each other for the City's use of the Jackson County Jail for Booking, Processing and Housing person detained by said City's Police Officers for offenses prosecuted within said City's Municipal Court or person incarcerated pursuant to conviction and sentenced by said City's Municipal court.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereunder, the Sheriff and the City do make and enter this contract.

1. The Sheriff will accept, process, book and house in the Jackson County Jail, those person lawfully arrested and detained, except persons who have not received medical treatment for obvious physical injury or conditions of an emergency nature, by said City's Police, for offenses prosecuted in said City's Municipal Court, or persons convicted and sentenced to imprisonment by said City's Municipal Court, however, said City expressly binds itself and agrees to make payment in the amount of \$60.00 per person, per day to Jackson County Sheriff for the processing, booking, and housing of said persons. A day shall be defined as any portion of any calendar day a person is physically present at the jail. Said City further agrees to be responsible for and/or pay any and all costs related to any all health care expenses of all aforementioned person detained or incarcerated in the Jackson County Jail. Also, said City will hold said Sheriff and Board of Commissioners of Jackson County, Georgia harmless from and indemnify against them and all charges for the benefits for all aforementioned person detained or incarcerated in the Jackson County Jail.

2. (A) This contract is solely for the benefit of the Sheriff, the City, and the governing authority of Jackson County and creates no right, benefit or expectancy on the part of any person, detained or incarcerated, or other persons, while medical care is governed by the terms of State Law.

(B) This contract shall remain in force and effective for a period of (1) year from its inception date, and may be renewed for additional terms by the parties or their successors in office. Either party may terminate this agreement earlier by giving the other not less than (30) days' notice of the termination of this agreement.

(C) This writing constitutes the entire agreement of the parties and this contract may not be amended except in writing signed by the Sheriff and enacted by the governing authority of the City.

WHEREFORE, the parties have executed this memorandum of understanding for housing and booking agreement on the dates listed below.

Jackson County Sheriff's Office

By and on behalf of Jackson County Sheriff's Office



Kevin McCook, Sheriff

City of _____, Georgia

By and on behalf of City of _____ Police Dept.

Authorized City Official

Date

Printed Name and Title

Authorized City Official

Date

Printed Name and Title



City Council Agenda

Subject: Application for retail sale of beer and wine at 3243 Maysville Road (Texaco)

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

Application for retail sale of beer and wine at 3243 Maysville Road (Texaco) by applicant/owner Husein Khimani. Sales would begin on the day the store opens. The application is complete. Advertising and fingerprinting is in-process.

Department: Administration

Staff recommends approval pending successful completion of fingerprinting and advertising (in-process).

Matthew Hailey

Matthew Hailey, Assistant City Manager



City Council Agenda

Subject: PR25-0013: Rezoning - Commercial: Brittany Purcell, applicant, seek rezoning on approximately +/- 0.83 acres located at 170 Cardiology Place, further identified as Map/Parcel C09 018, from R-1 (Single Family Residential Low-Density District) to C-1 (Neighborhood Commercial District).

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

A medical office was licensed to operate in the existing building on this property for the last 15+ years however the use was discontinued 2 years ago when the last business license expired which now makes this use non-conforming. Current zoning of the property is R-1 and a change to C-1 has been applied for. Neighboring property is zoned C-1 with similar type uses. Approval of this map amendment to C-1 would clean up the zoning map and have the medical office use group in the correct zoning district that is required.

Department: Planning and Development

Staff recommends approval. On 02/23/2026 the Planning Commission unanimously recommended approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

[170 Cardiology Place Rezoning.pdf](#)

[Staff Report- 170 Cardiology Place Rezoning Feb. 23th Meeting.pdf](#)

**PROPERTY INFORMATION:**

CURRENT ZONING DISTRICT(S): R1 REQUESTED ZONING DISTRICT: District 02

WARD #: _____ # OF LAND LOT(S): _____ TOTAL ACREAGE: .83

ADDRESS OF PROPERTY: 170 Cardiology Place Commerce

TAX MAP & PARCEL #(S): C09 018

PROPOSED DEVELOPMENT: Rezone to C1

RESIDENTIAL DEVELOPMENT

No. of Lots/Dwelling Units: _____

Dwelling Unit Size (Sq. Ft.): _____

Density: _____

NON-RESIDENTIAL DEVELOPMENT

No. of Buildings/Lots: 1

Total Building Sq. Ft. 4658

Density: One building

CONDITIONAL USE REQUESTED: ☐ YES* ☒ NO

*If Yes, a separate Conditional Use Permit Application and Fee will be required.

• USE REQUESTED: _____

CONCURRENT VARIANCES REQUESTED: ☐ YES* ☒ NO

*If Yes, a separate Variance Application and Fee will be required.

• VARIANCE(S) REQUESTED: _____



THRESHOLDS FOR ADDITIONAL STUDIES, REPORTS AND FORMS:

TRAFFIC IMPACT STUDY: A traffic impact study prepared by a professional engineer registered in Georgia shall be required to be submitted for applications for proposed developments that generate 1,000 or more average daily vehicle trips based upon the latest edition of Trip Generation published by the Institute of Transportation Engineers. If a traffic study calls for certain improvements the owner/developer shall provide all recommended improvements unless the project is located on a state route in which case the Georgia Department of Transportation must approve the project's transportation improvements. A traffic study, a hydrology study, and/or other studies of the impact of the proposed zoning district or development implied in the rezoning application may be recommended by the Zoning Administrator or required by the Planning Commission or the Commerce City Council as they may deem necessary for adequate consideration and a fully informed decision on an application for rezoning.

A Traffic Impact Study may also be required at the discretion of the Zoning Administrator where site conditions indicate:

- Existing traffic problems or congestion,
- Negative impacts on adjacent developments,
- The development proposes a deviation from City of Commerce standards, or
- Other local issues that may be present.

OCONEE RIVER PROTECTION: If the property is within 2,000 linear feet of the natural riverbank of the Oconee River, it is part of the Oconee River Corridor and subject to a River Protection Act Review. Applicants must complete the appropriate documentation and submit it with all rezoning/use permit applications. For more information or questions, please contact the Planning & Development Department at 706-335-3359.



APPLICATION MATERIALS- DESCRIPTIONS:

APPLICATION FORM: Original and notarized signatures of the property owner(s) and applicant(s) or notarized statement by the applicant as to ownership are required.

DISCLOSURE FORM: If the owner, applicant and/or applicant's representative has made a campaign contribution to the Mayor or any member of the City Council for \$250.00 or more within the past 2 years. If no contributions have been made, *No* should be circled and form signed.

METES AND BOUNDS LEGAL DESCRIPTION: The legal description must be a *metes and bounds* description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.

RECORDED PLAT: A copy of the most recent plat on record with the Jackson County Superior Court Clerk for the property, to include the date/time stamp of recording and book and page number where the plat can be located.

LETTER OF INTENT: The Letter of Intent should describe the proposed use of the property, include an analysis of how the proposed action compares to decision criteria specified for rezoning decisions (UDC Sec. 13-210), and a description of any special conditions voluntarily made a part of the request.

SITE PLAN: Site plans should be no larger than 30" x 42" (one should be 8 1/2" x 11") and drawn to scale, plus one digital copy.
All items must be included on the Site Plan; separate Site Plans may be necessary to address all items

1. Name, address, telephone number and e-mail address of the property owner, and of the applicant if different from the property owner;
2. If drawn on a boundary survey, the date of survey and source of data;
3. Date of sketch plan drawing, and revision dates, if applicable;
4. North arrow and graphic engineering scale;
5. Location (land district, address, and tax map and parcel number) and size of the property in acres (or in square feet if less than an acre);
6. Vicinity map, showing the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Vicinity maps may be drawn in freehand and at a scale sufficient to show clearly the information required. U.S. Geological Survey maps at a scale of 1-inch equals 2,000 feet may be used for vicinity maps;
7. Zoning district classification of the subject property and all adjacent properties;
8. Man-made features within and adjacent to the property, including existing streets and names, city and city limit lines, and other significant information such as location of bridges, major utility lines, existing buildings and structures to remain, and other features as appropriate to the nature of the request;
9. The proposed project layout, including the approximate location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, buffers, parking areas, driveways, and approximate location of proposed storm water detention facilities;
10. Proposed use or uses of the property;
11. A statement from the utility provider(s) as to the source of water supply and the provision for sanitary sewage disposal;
12. Statistics regarding the proposed development and shown spatially on plan if applicable:
 - Minimum lot size
 - Minimum lot width
 - Building Coverage
 - Maximum building height
 - Structure(s) Heated floor area / total under roof area
 - Principle Building Setbacks
 - Percentage of Landscaped Open Space
 - Zoning Buffers
 - Stream Buffers

Planning & Development
 545 Cedar Street, Commerce, GA 30529
 (706) 335-3359 (706) 335-4200
www.commercega.gov



APPLICATION TO AMMEND THE OFFICIAL ZONING MAP (REZONING) AND/OR CHANGE OF CONDITIONS

Instructions:

A properly completed application to include all required supplemental documents and payment of fees are due at the time of submittal. Original signatures are required. Incomplete applications will not be accepted nor further processed.

Applicant Name: Brittany Purcell Date: 11/3/25

Tax Map & Parcel #(s): C09 018

Physical Address (if applicable): 170 Cardiology Pl Commerce

Checklist:

☐ 1. Fee (1-Public Notice Sign is included with the application fee. Additional signs as required by law will be at the expense of the applicant. Failure to pay additional fees for required signs will prevent further processing of the application). ✓

✓ ☒ 2. Completed Application Form including Campaign Disclosure Form ✓

✓ ☒ 3. Metes and bounds legal description of the property ?

✓ ☒ 4. Copy of recorded plat of the property ?

✓ ☒ 5. Letter of Intent ?

☐ 6. Site ~~Plan~~ of property (3-Full-Size Paper Copies, 1-8 1/2" x 11" Copy & 1 Digital copy)

☐ 7. Traffic ~~Study~~ (if applicable-3 copies required)

☐ 8. Colored ~~Building~~ Elevations

☐ 9. Other ~~Information~~ as may be required by the Zoning Administrator

- Traffic Impact Study
- Metropolitan River Protection
- Environmental Impact Report
- Noise Study
- Environmental Site Analysis

Planning & Development
545 Cedar Street, Commerce, GA 30529
(706) 335-3359 (706) 335-4200
www.commercega.gov


OWNER/APPLICANT/AGENT INFORMATION:
APPLICANT / ATTORNEY / AGENT INFORMATION:

 Check One: ☒ Applicant ☐ Attorney ☐ Agent

 Name: Brittany Purcell

 Address: 295 Borders Road

 City, State Commerce, GA

 Zip 30530

 Phone Number(s): 770-713-4278

 Email Address BrittanyPurcell@BrittanySells.com
PROPERTY OWNER INFORMATION:

If more than one property owner, add additional pages as needed for each property owner.

 Property Owner Name: Northeast Georgia Health System, Inc.

 Mailing Address (if different from above): 743 Spring Street NE

 City, State Gainesville, GA

 Zip 30501

 Phone Number(s): 678-776-3014 (Amy Eifrid, Director of Strategic Real Estate Cell #)

 Email Address amy.eifrid@nghs.com (Director, NGHS Strategic Real Estate)
brian.steines@nghs.com (NGHS Chief Financial Officer & Authorized Signer)

Property Owner Name: _____

Mailing Address (if different from above): _____

City, State _____

Zip _____

Phone Number(s): _____

Email Address _____



APPLICANT'S CERTIFICATION:

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.

[Handwritten Signature]

Signature of Applicant / Attorney / Agent

11/3/2025
Date

BriHany Purcell
Type or Print Name

Notary Seal

Emily Autumn Brooks
Signature of Notary Public

11/3/2025
Date




PROPERTY OWNER'S CERTIFICATION:

Signature page required for each/every owner.

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Jackson County, Georgia, of the property identified below, which is the subject of the attached application before the City of Commerce, Georgia. As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Rezoning, Use Permit, & Concurrent Variance in request of the items indicated below.

Brian D. Steines, CFO and Authorized Signer
I, on behalf of Northeast Georgia Health System, Inc., authorize, Brittany Purcell
 (Property Owner) (Applicant)

to file for Rezone to C1, at 170 Cardiology Place, Commerce, GA 30529
 (RZ, CUP, VAR) (Address)

on this day 04 of November, 2025

- I understand that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the City Council.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the City of Commerce Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

Signature of Property Owner

11/4/2025
 Date

Brian D. Steines, CFO and Authorized Signer
on behalf of Northeast Georgia Health System, Inc.
 Type or Print Name

Notary Seal

Signature of Notary Public

11/4/2025
 Date





ZONING IMPACT ANALYSIS FORM:

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:
Use additional pages if necessary. (Criteria as stated in Sec. 13-210 of UDC)

1. How does the zoning proposal follow the existing land pattern?

Surrounded already By C1 & C2. This keeps it in
character & use.

2. Does the proposal create an isolated district unrelated to adjacent and nearby districts?

No.

3. How will the zoning affect the current load on public facilities including, but not limited to, schools, utilities (water, sewer, electricity, gas), streets, and the cost to the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures?

Should only affect it by putting the building back
in use the way it was only a few short years ago.

4. What effect or impact will the proposed zoning change have on the environment such as drainage, soil erosion and sedimentation, flooding, air quality, and water quality?

None. No change.

5. Will the proposed zoning map amendment be a deterrent to the value or improvement or development of adjacent property in accordance with existing regulations?

No.

6. Please explain any substantial reasons why the property cannot be used in accordance with existing Regulations.

it's a cardiology/medical building zoned
as Residential.

7. How will the aesthetic affect existing and future use of the property as it relates to the surrounding area?

No change.



8. How does the zoning proposal follow the City's Comprehensive Plan for Future Land Use?

The area is "Neighborhood Retail Service"
on the planned for future land use

9. What effect will the proposed zoning map amendment have on the character of a zoning district, the particular piece of property, surrounding neighborhood/area, and/or the community?

No positive or negative. Already in use since 1986.
this is an administrative correction.

10. How does the proposed zoning map amendment related to the purpose of the overall zoning scheme? How will the proposed change help or be a detriment to carrying out the purposes of the City's zoning regulations?

Seeing as this is a correction, this allows for
the zoning to match the actual use of building
already present (over having a vacant commercial
building serving no one in the community)

11. How does the proposed zoning map amendment affect the preservation and integrity of residential neighborhoods?

Since no physical changes are taking place,
it preserves it perfectly.

12. Does the property proposed in this application front a major thoroughfare and also adjoin an established neighborhood? If yes, how do you propose to preserve the integrity of the residential area?

Behind
~~Back~~ ~~of~~ property is Residential. Everything
else is commercial. No proposal needed, as this
was already a cardiology building since 1986.

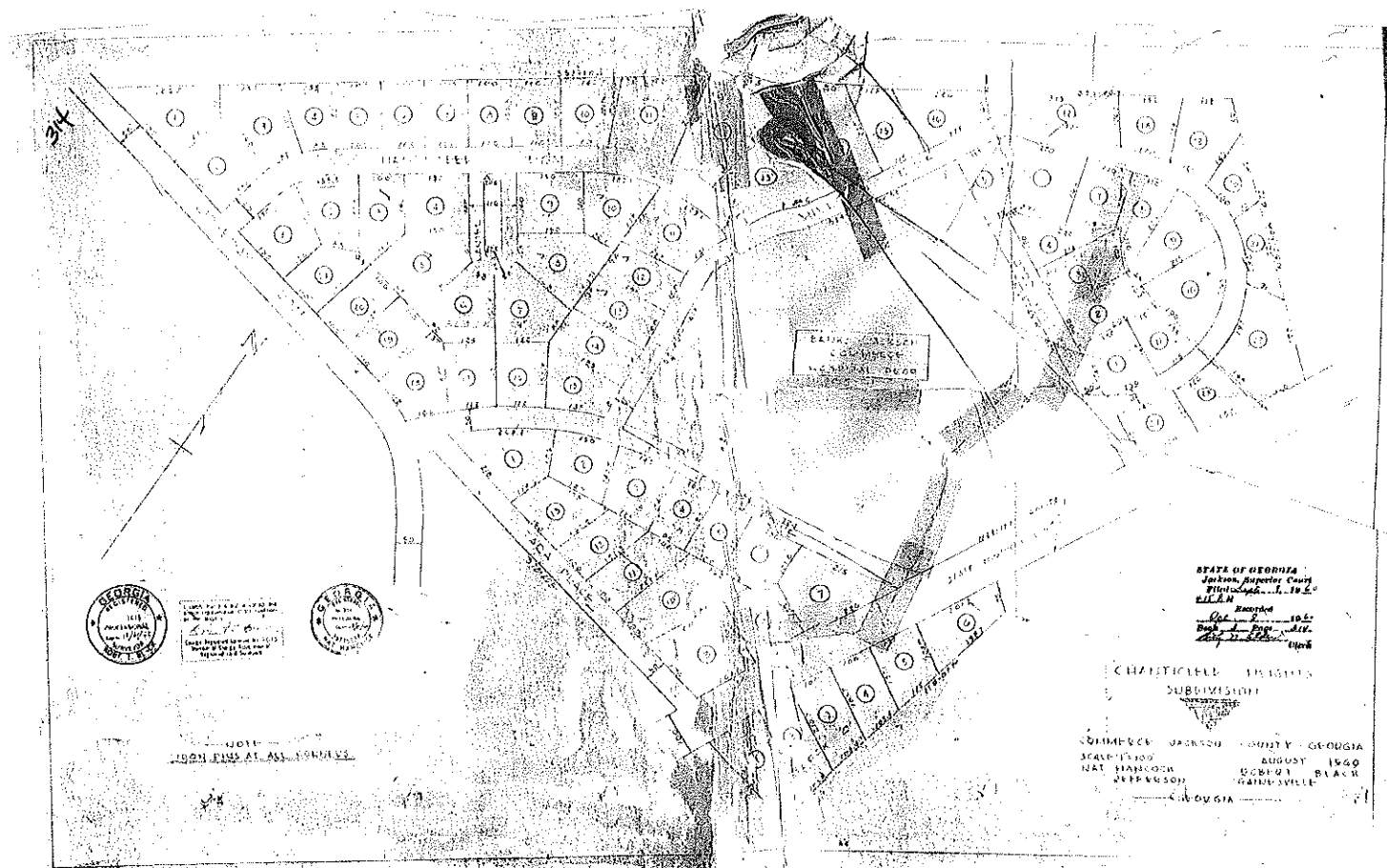


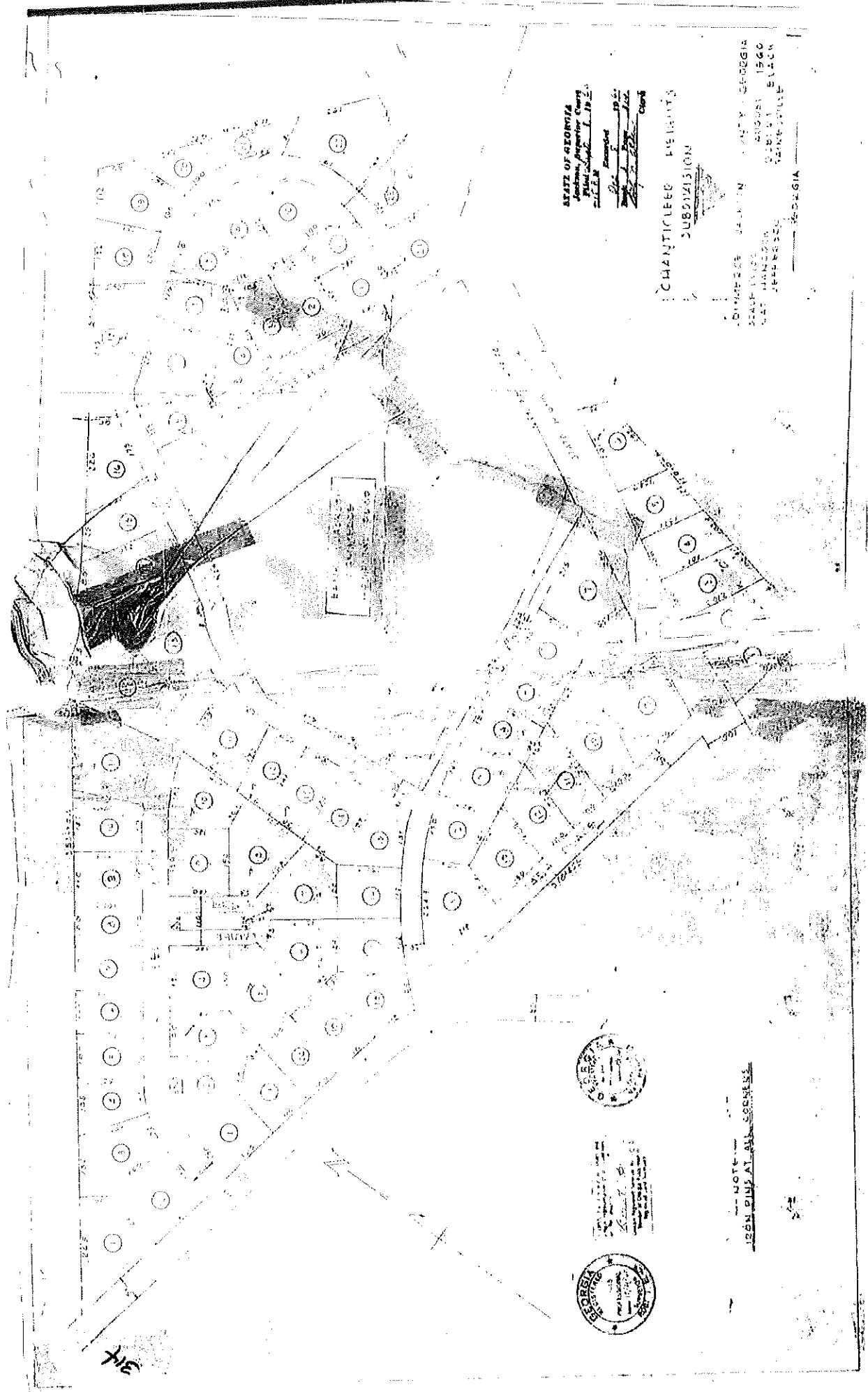
ENVIRONMENTAL SITE ANALYSIS (ESA) FORM :

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN.** Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT.** For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).
 - a. **Wetlands**
 - U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
 - Georgia Geologic Survey (404-656-3214)
 - Field observation and subsequent wetlands delineation/survey if applicable
 - b. **Floodplain**
 - Federal Emergency Management Agency (<http://www.fema.org>)
 - Field observation and verification
 - Photos
 - c. **Streams/stream buffers**
 - Field observation and verification
 - d. **Slopes exceeding 25 percent over a 10-foot rise in elevation**
 - United States Geologic Survey Topographic Quadrangle Map
 - Field observation and verification
 - e. **Vegetation**
 - United States Department of Agriculture, Nature Resource Conservation Service
 - Field observation
 - f. **Wildlife Species (including fish)**
 - United States Fish and Wildlife Service
 - Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
 - Field observation
 - g. **Archeological/Historical Sites**
 - Historic Resources Survey
 - Georgia Department of Natural Resources, Historic Preservation Division
 - Field observation and verification
 - Photos





All that tract or parcel of land lying and being in G.M.D. 255, the City of Commerce, Jackson County, Georgia and being Lots 14 & 15 of the Chanticleer Heights subdivision and being more particularly described as follows:

BEGINNING at the northwestern right of way intersection of Bolton Drive (50' R/W) and Hillcrest Drive (50' R/W); thence along the northern right of way of said Bolton Road 140.42 feet along an arc of a curve to the left having a radius of 689.82 feet and a chord bearing of South 65 degrees 22 minutes 17 seconds West, a chord distance of 140.17 feet to an iron pin found (1/2" rebar); thence leaving said right of way and along the property now or formerly of Chattahoochee Bank of Georgia North 32 degrees 51 minutes 28 seconds West, a distance of 153.39 feet to an iron pin found (1/2" rebar); thence North 00 degrees 01 minute 18 seconds West, a distance of 78.42 feet to an iron pin found (1/2" rebar); thence along the property now or formerly of Sarah Blatchford North 79 degrees 45 minutes 55 seconds East, a distance of 190.14 feet to an iron pin found (1/2" rebar) on the westerly right of way of said Hillcrest Drive; thence along said right of way South 07 degrees 20 minutes 53 seconds East, a distance of 184.15 feet to the POINT OF BEGINNING.

Said property being known and designated as 170 Cardiology Place, Commerce, Georgia according to the present system of numbering streets in Jackson County, bearing tax parcel No. C09 018.

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in G.M.D. 255, City of Commerce, Jackson County, Georgia, containing 0.828 acres, more or less, as shown on a plat of survey prepared for Northeast Georgie Health System, Inc., prepared by Richard E. Mallard of Rochester & Associates, Inc., Georgia Registered Land Surveyor No. 3044, dated May 10, 2017, which plat is attached hereto and incorporated herein as Exhibit "A" for a more complete description, and which property is more fully described as follows:

as **medical or general office suites**, which is consistent with its original function and appropriate for the surrounding area.

We believe that correcting this zoning error will enable the property to contribute positively to the local economy and commercial tax base, while bringing a currently vacant structure back to vitality.

We look forward to meeting with the Planning and Zoning Department to discuss this application further and appreciate your consideration and guidance throughout the rezoning process.

Respectfully submitted,



Brittany Purcell

Realtor & Future Owner of subject property

295 Borders Road Commerce GA 30530

770-713-4278

BrittanyPurcell@brittanysells.com

11/03/2025

City of Commerce Planning and Zoning Department

110 State Street

Commerce, GA 30529

Subject: Letter of Intent for Rezoning Application

Property Address: 170 Cardiology Place, Commerce, GA

Current Zoning: R1 (Residential) to **Proposed Zoning:** C1 (Commercial)

Dear Planning and Zoning Department,

This letter serves as a formal declaration of intent and justification for the requested rezoning of the property located at **170 Cardiology Place, Commerce, GA**. We are formally requesting that the property's current zoning classification of R1 (Residential) be changed to **C1 (Commercial)**.

Property Background and Justification

The existing building on this parcel was constructed in 1986 and successfully operated as a **cardiology medical facility** for several decades. This long-standing commercial medical use strongly suggests that the current R1 zoning designation is **incorrect** and does not reflect the property's historical, actual, and intended purpose within the commercial area of the city.

Alignment with City Comprehensive Plan

We also wish to emphasize that this rezoning application is fully **consistent with the City of Commerce's Comprehensive Plan** for future land use. According to the Comprehensive Plan, the future land use designation for this specific parcel is identified as **"Neighborhood Retail Service."**

The requested C1 (Commercial) zoning, which will permit uses such as medical or general office suites, directly supports the goals and vision outlined in the Comprehensive Plan for this area. Therefore, this application is not only in line with the current and past state and use of the building but also explicitly **matches the City's future planning goals** for the property.

Proposed Use

The property has been vacant since its sale a few years ago. Our objective is to correct the inaccurate zoning to C1 in order to put this valuable building back into productive use. The proposed C1 zoning will allow for the building to be renovated and repurposed



Planning & Zoning

Planning and Development Department

Staff Report

Public Hearing Dates

Planning Commission: February 23, 2026 (Moved From January's Cancelled Meeting)

City Council: March 02, 2026 Work Session; March 17, 2026 Regular Meeting

Request: Rezoning from R-1 (Single-Family Estate Residential District) to C-1 (Neighborhood Commercial District)

Applicant: Brittany Purcell

Location: 170 Cardiology Place

Tax Parcel ID: Map/Parcels: C09 018

Current Zoning: R-1

Future Land Use: Neighborhood, Retail, and Service

Acreage: +/- 0.83

Existing Land Use: Medical

Council Ward: #5 / Ms. Roshuanda Meritt

Surrounding Properties:

Current Zoning	
North	R-1
East	C-2
South	C-1
West	R-1

Staff Report By: Ansley Tootle; Planner I

Staff Recommendation: Approval

1. How does the zoning proposal follow the existing land pattern?

The surrounding properties are already zoned for commercial use, C-2 to the east and C-1 to the south. Because the area is predominantly commercial the proposed zoning change aligns with the existing land use pattern and supports the established development character of the property.

2. How does the zoning proposal follow the City’s Comprehensive Plan for Future Land Use?

The City’s Future Development Map designates this lot as “Neighborhood, Retail, and Service”, which supports small scale commercial and service oriented uses. The proposed zoning change aligns with this planned future use, ensuring the property develops in a manner consistent with the City’s long-term vision for the area.

3. Does the proposal create an isolated district unrelated to adjacent and nearby districts?

No, the proposed zoning change does not create an isolated district. It is consistent with existing surrounding areas and helps maintain the established development pattern already present in the area.

4. How will the zoning affect the current load on public facilities including, but not limited to, schools, utilities (water, sewer, electricity, gas), streets, and the cost to the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures?

The proposed zoning change will maintain the property’s current use, so no increase in demand on public facilities is expected. This means that there should be no additional impact on schools, utilities, streets, or the cost of providing public services.

5. What effect or impact will the proposed zoning change have on the environment such as drainage, soil erosion and sedimentation, flooding, air quality, and water quality?

Because the proposed zoning change does not alter the current use of the property, it is not expected to create any environmental impacts. There should be no change to drainage, soil, erosion, flooding, air quality, or water quality.

6. Will the proposed zoning map amendment be a deterrent to the value or improvement or development of adjacent property in accordance with existing regulations?

No, the proposed zoning change will maintain the property’s existing character and value, and by placing it in the appropriate zoning district, which helps ensure the property develops in alignment with established standards.

7. Please explain any substantial reasons why the property cannot be used in accordance with existing regulations.

The property was already developed and operating in its current manner while zoned R-1. Because its existing use is for commercial purposes, it does not align with the standards of a

residential zoning district. To ensure the property is in compliance with the City's zoning ordinance, it must be reclassified from a residential district to a commercial district.

8. How will the aesthetic affect existing and future use of the property as it relates to the surrounding area?

The property's current characteristics will remain unchanged, so there will be no impact on surrounding properties and areas. Looking ahead, any future aesthetic will be consistent with nearby C-1 and C-2 zoned properties and will align with the Future Development Map, ensuring compatibility with the area's planned development pattern.

9. What effect will the proposed zoning map amendment have on the character of a zoning district, the particular piece of property, surrounding neighborhood/area, and/or the community?

Because the zoning amendment does not change the existing use of the property, it will not alter its character, the surrounding neighborhood, or the community itself. The amendment simply ensures the property's zoning matches its established use, resulting in no negative impact on nearby properties or districts character.

10. How does the proposed zoning map amendment relate to the purpose of the overall zoning scheme? How will the proposed change help or be a detriment to carrying out the purposes of the City's zoning regulations?

The proposed zoning amendment will maintain the property's existing use and is consistent with the character and uses of the surrounding area. By placing the property in the appropriate zoning district, the amendment ensures the site is regulated under the correct standards and aligns with its designated future land use. This supports the overall zoning scheme and helps carry out the purposes of the City's zoning ordinance.

11. How does the proposed zoning map amendment affect the preservation and integrity of residential neighborhoods?

Because the amendment does not change the property's existing use or appearance, it will have no impact on nearby residential neighborhoods. The character and integrity of surrounding residential areas will remain fully preserved.

12. Does the property proposed in this application front a major thoroughfare and also adjoin an established neighborhood? If yes, how do you propose to preserve the integrity of the residential area?

Because the zoning amendment does not change the property's existing use or physical characteristics, there is no anticipated impact on the adjoining residential area. The property has operated in the same manner for many years and has not created any disturbance to nearby residents. The proposed zoning simply corrects the district classification and therefore does not require additional measures to preserve neighborhood integrity.

Staff Report: HISTORY: The property has operated as a medical facility dating back to at least 1993, when Commerce Cardiology applied for utility services. The purpose of this rezoning request is to correct the current R-1 residential zoning designation so that it accurately reflects both the long-standing use of the property and its intended future land use as on shown on the City’s Future Development Map.

Staff recommendation: Approval



City Council Agenda

Subject: Adoption Of Official Zoning Map

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

Consider approval of updated zoning map reflecting 2025 approved map amendments. Addendum list included for reference of changes.

Planning Staff's initial recommendation is for approval.

On 02/23/2026 the Planning Commission unanimously recommended approval.

Department: Planning and Development

Staff recommends approval. On 02/23/2026 the Planning Commission unanimously recommended approval.

Matthew Hailey, Assistant City Manager

[CommerceZoning36x48_2026_03_17.pdf](#)
[Addendum List from 2025.pdf](#)

Legend

- Commerce City Limits
- Cemeteries
- County Boundary
- Commerce Zoning
- AR
- AF
- C1
- C2
- CBD
- PUD
- GS
- M1
- M2
- OCR
- R1
- R1E
- R2
- R3
- R4
- R5
- R6
- Unincorporated County Parcels
- City of Maysville
- City of Maysville

AV - Administrative Boundary
CU - Conditional Use Permit

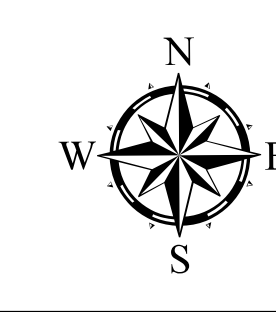
Official Zoning Map Commerce, Georgia

This is to certify that this is the Official Zoning Map of Commerce, Georgia, referred to in Section 2-101 of the Unified Development Code.
Adopted Date: 3.17.2026 Last Amended Date: 2.16.2026

Mayor _____ Date _____

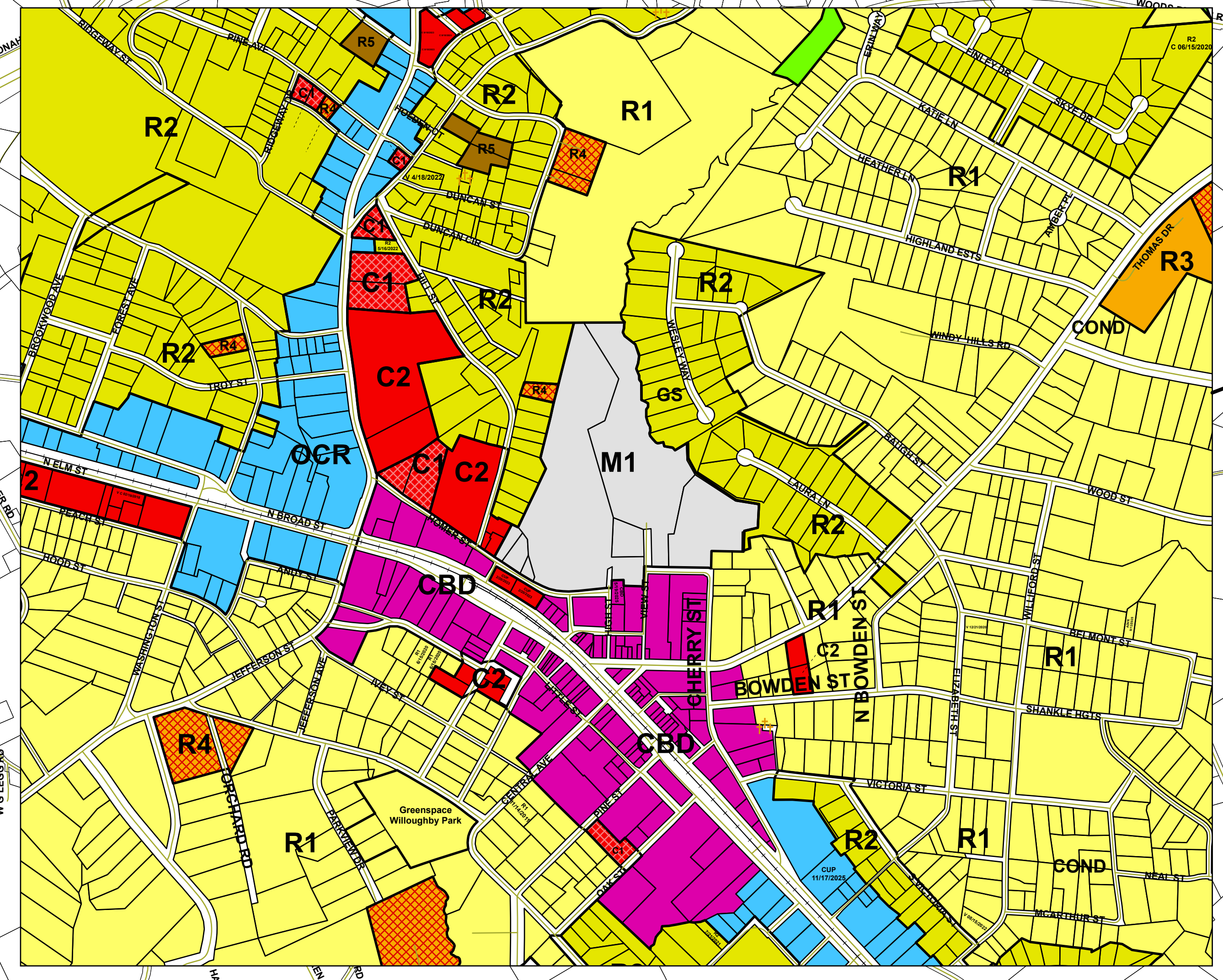
Attested to by Clerk _____ Date _____

1 inch equals 507.72 feet



City of Maysville

Downtown Inset



Zoning Map Amendments			
Council Approval Date/ AV Application #	Tax Map & Parcel #	Address	Action and Notes
12/15/2025	022 007S, 022 007Q, 022 015C	224 Country Club Lane	Annex and Rezone to C-1. Commerce City School District Land to be annexed and rezoned for new elementary school and back parcel to middle school. Will have all school owned land inside city limits.
12/11/2025	020J 004	338 Stella Street	Administrative Variance Approved by City Manager. Staff report was approved by planning superintendent. Variance was to reduce the side setback on right side of lot from 25 feet to 20 feet (20% reduction)
11/17/2025	C04 059	1416 South Broad Street	CUP – Indoor Commercial Recreation (Conditional in OCR District) Approved with condition that this CUP is specific for indoor golf simulators and any other indoor recreational use will require a new CUP granted by Council.
09/12/2025	C04 075A	670 Belmont Street	Administrative Variance Approved by City Manager. Staff Report Was Approved by Planning Superintendent. Variance was to reduce the side setbacks from 15 feet to 12 feet; which meets the 20% rule
05/09/2005 Correction	010 003A	US Highway 441 Updated 09/15/2025	Minutes Found For May of 2005 Where Property Was Rezoned From AR to C-2 With 5 Conditions And Map Was Never Updated
08/18/2025	009 028, 009 028A	1134 State Street	Rezone to Planned Unit Development with 18 Conditions; Approved Site Plan for 31 SFR, 94 Townhomes, & 18,000 sq. ft. 2 Story Commercial Building on 1.19 Acres Out of the Total 23.4 Acres
07/21/2025	020 058, 020 030B	Homer Road/441 Intersection	Updated Site Plan; Rezone from C2 With Plan Approved In 2005 For All 266.2 Acres to C2 with Updated Site Plan for 20 Acres On Corner; 1 Condition (Combine Property Into One Parcel Upon Approval)
07/21/2025	010 002, 010 046	Ila Road	Rezone to Planned Unit Development with 17 Conditions; Approved Site Plan for 450 SFR Detached Housing Units and 2.83 Acres Commercial
05/19/2025	033 003	Hardman Orchard Road	Rezone to M-2
05/19/2025	033 017	Hardman Orchard Road	Rezone to M-2
05/19/2025	C14 083	76 High Street	Rezone to CBD
03/17/2025	033 022	5427 Maysville Road	Annex and Rezone to M-2
03/17/2025	033 023	5371 Maysville Road	Annex and Rezone to M-2
02/17/2025	C17 068A	652 Hospital Road	CUP -- Convenience Store W/O Fuel Pumps
01/21/2025	020 004A	US Highway 441	Annex and Rezone to C-2 for Feathers & Antlers Store/General Retail
01/21/2025	C17 068A	652 Hospital Road	Rezone to C-1; (CUP for Convenience Store w/o Fuel Pumps Sent back to Planning Commission)
01/21/2025	019 002C	Haggard Road	Annex and Rezone to AF for Wastewater Treatment Plant



City Council Agenda

Subject: February 2026 Financial Report

Date: March 16, 2026

Budget Impact:

Category:

Funding Source:

City Council Action Requested On:

Monthly and YTD comparison of actuals and budgeted.

Department: Finance

Staff recommends

Matthew Hailey

Matthew Hailey, Assistant City Manager

[FEB 26 Council Financial Report \(25-26\).pdf](#)

City of Commerce, Georgia
Summary of Major Funds
February 28, 2026
Unaudited

Operations:	Month End	Current Year To-Date	Prior Year To-Date	% Actual to Budget
General Fund Revenue	1,810,654	9,127,354	7,645,923	68.38%
General Fund Expenditures	763,479	7,869,460	6,104,418	58.95%
Budgeted Revenues Over (Under) Expenditures	1,047,175	1,257,893	1,541,505	
Water Fund Revenue	948,978	6,105,142	5,742,880	52.54%
Water Fund Expenses	549,891	5,394,804	5,135,340	46.43%
Budgeted Revenues Over (Under) Expenses	399,087	710,338	607,541	
Electric Fund Revenue	1,001,002	7,260,523	6,127,268	60.86%
Electric Fund Expenses	899,914	6,630,311	5,753,199	55.58%
Budgeted Revenues Over (Under) Expenses	101,087	630,211	374,069	
Gas Fund Revenue	1,520,515	7,298,610	6,302,916	48.11%
Gas Fund Expenses	1,126,954	7,467,471	6,320,067	49.23%
Budgeted Revenues Over (Under) Expenses	393,561	(168,861)	(17,151)	

Additional Items To Note:

In February, the General Fund realized a net increase of \$1,047,175, primarily attributable the Franchise Taxes and PILOT payment from SK. Keep in mind that

- the SK payment is earmarked for the debt payment on the Admin Complex. Revenues remain ahead of last year at \$9.13 million year to date, with expenditures at \$7.87 million. This leaves a year to date surplus of \$1,257,893.

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The Water and Sewer Fund generated \$947,978 in gross revenue, resulting in a

- net profit of \$399,087. Year to date performance is higher than this time last year, although revenue and expenditures are both below budgeted amounts.

The Electric Fund generated a net profit of \$101,087. Year to date, we are showing a surplus of \$630,211, which is an increase of 68.5% over last year. We

- will start seeing more capital costs come through as we complete the Electric AMI meter installations.

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The Gas Fund generated \$1,520,515 in gross revenue for the month, resulting in a monthly surplus of \$393,561. Year to date, the fund reflects a deficit of

- \$168,861. While consumption has increased compared to the same period last year, the higher cost of gas has offset much of the financial benefit from that increased usage.

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