HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, November 10, 2025 - 03:00 PM

Call to Order

Administration

1 Approve the award of RFQ/P #46-012 Owners Representative Program Management Services for the construction of the Hall County Judicial Complex Expansion to Turner & Townsend Heery, LLC of Atlanta, GA. The estimated cost is $2,229,500.00.

Appointments for Consideration

2 Appointment to the Board of Health to serve a term from January 1, 2026 to December 31, 2030. Commission Districts 1, 2, 3 and 4.

3 Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Commission District 4.

4 Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Chairman's Appointment.

5 Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

6 Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

7 Appointment to the Gainesville Hall Development Authority to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

8 Appointment to the Parks & Leisure Services Board to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

Clerk's Office

9 Approve the 2026 Board of Commissioners Meeting Schedule.

County Attorney

10 Approval and authorization for the Chairman to execute an Extension of the Letter of Intent between Hall County and Glade Farm, LLC, originally executed on January 15, 2010, and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Fire Rescue

11 Approve the award of Task Order #2026-018 Remodel Kitchens at three (3) Fire Stations (#2, 13 and 16) and Full Remodel of Fire Station #12 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $390,473.00.

Human Resources

12 Approve the annual agreement for medical benefits consulting and brokerage services to Turner Wood & Smith Agency, Inc. of Gainesville, GA. The estimated annual cost is $200,000.00.

13 Approve the annual renewal for Medical Stop Loss coverage with HM Insurance Group of Alpharetta, GA, and authorize the Chairman to execute all related documents, subject to the review and approval of the County Attorney. The estimated annual cost is $2,291,979.00.

14 Approve the Employment Agreement, as amended, for the County Attorney.

Management Information Systems (MIS)

15 Approve the Change Order #1 for the monthly phone service cost to RingCentral, Inc. of Belmont, CA. The estimated annual cost is $180,558.00.

Planning & Zoning

16 **5111 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 44 townhomes to a PRD** | Commission District 1 | **Steven P. Gilliam, applicant**

17 **5303 Browns Bridge Road | Amend Conditions |** on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | Commission District 2 | **Ali Sadegh, applicant**

18 **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 | **Proposed Use: Group home** | Commission District 1 | **Karen Woodroffe, applicant**

19 **6382 Lakeview Drive | Appeal a Planning Commission Decision |** for a Variance to section 4.1 to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnett County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | Commission District 2 | **Tyler Young, applicant**

Public Works and Utilities

20 Approval and authorization for the Chairman to execute an Intergovernmental Agreement (IGA) between Hall County and the City of Gainesville regarding water main relocations for the the White Sulphur Road Phase II project, subject to review and approval by the County Attorney. Commission District 3.

21 Approve the award of Task Order #2026-017 Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd - Phase II Realignment Project for Public Works & Utilities to TTL, Inc. of Atlanta, GA, in the amount of $494,216.14.

22 Approval and authorization for the Chairman to execute a resolution accepting the donation of 0.036 acres of real property located at White Sulphur Road (Parcel # 8) by the Gainesville and Hall County Development Authority for right-of-way related to the White Sulphur Road Phase II project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

23 Approval and authorization for the Chairman to execute a resolution accepting the donation of approximately 1.6 acres of temporary construction easement and 0.14 acres of driveway easement located at White Sulphur Road (Parcel #11 & 12) by QuikTrip Corporation for right-of-way related to the White Sulphur Road Phase II project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

24 Approval and authorization for the Chairman to execute a resolution accepting certain right-of-way along McKinzey Lane from McKinzey Lane Development LLC, Stephens Road Development LLC, Garry L. English and Gale W. English as well as authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Sheriff's Office

25 Approve the ratification of the application and award for the 2025 Federal Homeland Security Program Grant for the Sheriff's Office Explosive Ordnance Disposal (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

Tax Assessors

26 Consider the 2020, 2021, 2022, 2023, 2024, and 2025 real property refund in the amount of $2,251.12 for overpayment of Hall County taxes regarding property located at 3001 Athens Highway (Tax Parcel # 15023 000040) to Gainesville Freezer, LP.

County Administrator

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

Commission Time

Executive Session

27 Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Adjourn

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

AGENDA ITEM

Administration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 380/2025

SUBJECT: Approve the award of RFQ/P #46-012 Owners Representative Program Management Services for the construction of the Hall County Judicial Complex Expansion to Turner & Townsend Heery, LLC of Atlanta, GA. The estimated cost is $2,229,500.00.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: DS

Recommendation:
Approve

Purpose of Request:

Approve the award of RFQ/P #46-012 Owners Representative Program Management Services for the construction of the Hall County Judicial Complex Expansion to Turner & Townsend Heery, LLC of Atlanta, GA. The estimated cost is $2,229,500.00.

History:
The Board previouisly approved Agenda Item #318/2023 Owner's Representative for Judicial Complex Space Study and Consultant Services.

Facts and Issues:
A total of 10 responses were received. The top 5 scoring bidders based on technical scores were short listed and contacted for in-person interviews: Turner & Townsend Heery, CGL Management Group, Comprehensive Program Services, Atkins Realis, Public-Private Partnership.

Options:

Funding Requested	$ 2,229,500.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund & SPLOST
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Contract Signature Request Cover Sheet
Contract
Exhibit C - Cost Proposal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 380/2025

Funds Requested: $ 2,229,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund & SPLOST

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	1320-ADMINISTRATION	541300-BUILDING AND IMPROVEMENTS	$100,000.00
2027	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$532,375.00
2028	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$532,375.00
2029	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$532,375.00
2030	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$532,375.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DS

Phone: 770-297-5542

RFQ/P #46-012

Owners Representative Program Management Services for the Hall County Judicial Complex Expansion

Bid Tabulation Summary

	Stantec Consulting	Turner & Townsend Heery	Comprehensive Program Services, Inc. (CPS)	Public-Private Partnership	Garrard Development	CGL Management Group	Atkins Realis	Candler Development	Athenian Group	Owners Rep Consulting
	Atlanta, GA	**Atlanta, GA**	**Atlanta, GA**	**Stockbridge, GA**	**Cumming, GA**	**Atlanta, GA**	**Atlanta, GA**	**Atlanta, GA**	**Houston, TX**	**Annapolis, MD**
Average Technical Score	557	630	630	578	501	620	580	555	510	428
Average Cost Score	300	285	225	120	213	240	120	100	110	138
Total Score	857	915	855	698	714	860	700	655	620	566
Cost	$1,556,304.00	$2,229,500.00	$4,536,000.00	$3,100,000.00	$2,196,000.00	$5,445,002.00	$4,760,396.00	$4,656,000.00	$4,236,750.00	$3,376,800.00

Firms Contacted: 12
Hall County Invitations: 2
Bids Received: 10
No Bids: 0

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Date: November 7, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-012

Bid/Contract Name: Owner's Representative Program Management Services for the Hall County Judicial Complex Expansion

Department(s) Requesting Contract: Court Administration

Award Recipient Name: Turner & Townsend Heery, LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: Click here to enter text.

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2026 Estimated Amount:$2,229,500.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of RFQ/P #46-012 Owners Representative Program Management Services for the construction of the Hall County Judicial Complex Expansion for Court Administration to Turner & Townsend Heery, LLC of Atlanta, GA. The FY 2026 estimated amount has been reviewed against the approved FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-012

For the provision of

Owners Representative Program Management Services for the Hall County Judicial Complex Expansion

ARTICLE #101 – INTRODUCTION

This Contract for Owners Representative Program Management Services for the Hall County Judicial Complex Expansion (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date), and is by-and-between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Turner & Townsend Heery LLC which is principally located at 3550 Lenox Rd, Suite 2300, Atlanta, GA 30326. (hereinafter "Contractor").

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

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

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

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

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

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

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part thereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

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

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Zachary T. Propes, CPA
County Administrator
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
zpropes@hallcounty.org

COUNTY ISSUING OFFICER
Andy Penick
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFORMATION

Contact Names: Jesse Frasier, Robert Chomiak

Company Name: Turner & Townsend Heery LLC

Physical Address: 3550 Lenox Rd, Suite 2300, Atlanta, GA 30326

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fail to perform.

ARTICLE #105 – CONTRACT TERM

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

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to terminate the Contract and shall also be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. In the event that the Contractor issues a Notice-to-Cure to the County and the issues raised are not resolved within thirty (30) days the Contractor may suspend it's services under the Contract in lieu of terminating. Further, to the fullest extent permitted by law, each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. Further, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any indirect, special, consequential, or punitive damages and the Contractor's total liability to the County for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the services provided under this Agreement—whether in contract, tort (including negligence), strict liability, or otherwise—shall not exceed the total compensation received by the Contractor under this Agreement. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of a . If either the County or the Contractor's ability to meet their obligations under the Contract are interrupted by a force majeure event, as defined below, the other party will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

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

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

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

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or

is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.

2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

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

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County

as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury

- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

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

Additional Provisions: Required for all contracts.

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

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

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

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments

- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contracting information is obtained or accessed
- Ransomware

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.

C. Unsatisfactory Performance/Delay of Payment

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

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

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

ARTICLE #124 – RETAINAGE (Article Removed)

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its, servants, employees, officers, directors, elected officials, against any loss or expense that results in bodily injury, personal injury or property damage, but only to the extent those injuries or damages are caused by the Contractor or caused by those for whom the Contractor is responsible. Contractor shall not indemnify or hold free and harmless the County in the event that damages have resulted from the County's concurrent or sole negligence. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 - TOTALITY OF CONTRACT DOCUMENTS: The County considers all solicitation documents, exhibits, attachments, and Addenda, as included in the Contract, and incorporated herein by reference.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.

2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.

20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Contractor's Full Legal Name Below:

Turner & Townsend Heery LLC

By: Robert Chomiak Digitally signed by Robert Chomiak DN: CN=Robert Chomiak Date: 2025.11.07 13:59:02-05'00'

Print Name: Robert Chomiak

Title: President

Sworn to and subscribed before me this

7th Day of November, 2025.

Notary Public: Carolyn Norwood

Notary commission expires: 10/3/2026

[Locus Sigilli – Seal or Stamp]

CAROLYN NORWOOD NOTARY PUBLIC MY COMMISSION EXPIRES 10/3/2026 DOUGLAS COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestation: _____

Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,

Senior Assistant County Attorney

EXHIBIT C		
Mandatory Cost Proposal Worksheet		
RFQ/P #46-012 Owners Representative Program Management Services for the Hall County Judicial Complex Expansion.		
Choose your proposed fee schedule and GMP from one of the four choices listed below.		
COMPANY NAME: Turner & Townsend Heery, LLC		
CHOSE ONE OF THE FOLLOWING AND LIST PROPOSED PRICE/PERCENTAGE		**PRICE**
1	LIST PERCENTAGE (%) OF TOTAL PROJECT BUDGET WITH A GUARANTEED MAXIMUM PRICE (NOT TO EXCEED TOTAL).	
2	FIXED AND FIRM PER HOUR COST (list estimated total hours)	
3	FIXED AND FIRM PER MONTH COST	See below.
4	LIST COST PER SQUARE FOOT	

Total Lump Sum Fee is $2,229,500.00.

The following is a monthly breakdown of fee by phase and month.

Phase One - Programming, Team Assemblage
Duration: 4 months
Fee: $142,270 ($35,567 per month)

Phase Two: Design, GMP, Permitting
Duration: 12 Months
Fee: $563,330 ($46,944 per month)

Phase Three: Construction, Move-in, Closeout
Duration: 30 Months
Fee: $1,523,900 ($ 50,796 per month)

Clarifications:
- The duration and fee are based on recent projects with similar scope, size and complexities
- Reimbursable expenses will be invoiced at direct cost to the owner. These would include mileage, lodging, project specific website, video production services, paid advertising, signage, printing

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 622/2025

SUBJECT: Appointment to the Board of Health to serve a term from January 1, 2026 to December 31, 2030. Commission Districts 1, 2, 3 and 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Board of Health to serve a term from January 1, 2026 to December 31, 2030. Commission Districts 1, 2, 3 and 4.

History:
The current appointment is Larry Poole.

Facts and Issues:
Larry Poole is willing and eligible to serve another term.

Options:
Re-appoint Larry Poole or appoint a new appointee.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 623/2025

SUBJECT: Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Commission District 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Commission District 4.

History:
The current appointment is Berlinda Lipscomb.

Facts and Issues:
Berlinda Lipscomb does not wish to serve another term.

Options:
Appoint a new appointee.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 624/2025

SUBJECT: Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Chairman's Appointment.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Board of Tax Assessors to serve a term from January 1, 2026 to December 31, 2029. Chairman's Appointment.

History:
The current appointment is Ann Hood.

Facts and Issues:
Ann Hood is willing and eligble to serve another term.

Options:
Re-appoint Ann Hood or appoint a new appointee.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 625/2025

SUBJECT: Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

History:
The current appointment is Commissioner Gregg Poole.

Facts and Issues:
Commissioner Gregg Poole is willing and eligible to serve another term.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 626/2025

SUBJECT: Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3, and 4.

History:
The current appointment is Jorge Gomez.

Facts and Issues:
Jorge Gomez is willing and eligible to serve another term.

Options:
Re-appoint Jorge Gomez or appoint a new appointee.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 627/2025

SUBJECT: Appointment to the Gainesville Hall Development Authority to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Gainesville Hall Development Authority to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

History:
The current appointment is Commissioner Billy Powell.

Facts and Issues:
Commissioner Billy Powell is willing and eligible to serve another term.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 628/2025

SUBJECT: Appointment to the Parks & Leisure Services Board to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Parks & Leisure Services Board to serve a term from January 1, 2026 to December 31, 2026. Commission Districts 1, 2, 3 and 4.

History:
The current appointment is Commissioner Jeff Stowe.

Facts and Issues:
Commissioner Jeff Stowe is willing and eligible to serve another term.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Clerk's Office

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 467/2025

SUBJECT: Approve the 2026 Board of Commissioners Meeting Schedule.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JR-CC

Recommendation:
Approval.

Purpose of Request:
Approve the 2026 Board of Commissioners Meeting Schedule.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-12-31

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

Proposed 2026 Meeting Schedule

HALL COUNTY BOARD OF COMMISSIONERS
2026 Commission Meeting Schedule
Hall County Government Center 2nd Floor
2875 Browns Bridge Road, Gainesville, GA 30504

WORK SESSIONS	VOTING MEETINGS
Monday, January 5 at 3:00	Thursday, January 8 at 6:00
Tuesday, January 20 at 3:00	Thursday, January 22 at 6:00
Monday, February 9 at 3:00	Thursday, February 12 at 6:00
Monday, February 23 at 3:00	Thursday, February 26 at 6:00
Monday, March 9 at 3:00	Thursday, March 12 at 6:00
Monday, March 23 at 3:00	Thursday, March 26 at 6:00
Monday, April 6 at 3:00	Thursday, April 9 at 6:00
Monday, April 20 at 3:00	**Tuesday**, April 21 at 6:00
Monday, May 11 at 3:00	Thursday, May 14 at 6:00
Tuesday, May 26 at 3:00	Thursday, May 28 at 6:00
Monday, June 8 at 3:00	Thursday, June 11 at 6:00
Monday, June 22 at 3:00	Thursday, June 25 at 6:00
Monday, July 6 at 3:00	Thursday, July 9 at 6:00
Monday, July 20 at 3:00	Thursday, July 23 at 6:00
Monday, August 10 at 3:00	Thursday, August 13 at 6:00
Monday, August 24 at 3:00	Thursday, August 27 at 6:00
Tuesday, September 8 at 3:00	Thursday, September 10 at 6:00
Monday, September 21 at 3:00	Thursday, September 24 at 6:00
Monday, October 5 at 3:00	Thursday, October 8 at 6:00
Monday, October 19 at 3:00	Thursday, October 22 at 6:00
Monday, November 9 at 3:00	Thursday, November 12 at 6:00
Monday, December 7 at 3:00	Thursday, December 10 at 6:00

Work Session Meetings are scheduled for Mondays prior to the 2nd and 4th Thursdays of each month.
Voting Meetings are scheduled for the 2nd and 4th Thursdays of each month.

All Meetings are scheduled to be held at the Hall County Government Center (2875 Browns Bridge Road, Gainesville, GA) on the 2nd floor.

Any amendments to the schedule listed above will be noticed to the public as State law requires.

Please direct questions and/or concerns to:

Jennifer Rivera
Hall County Commission Clerk
(770) 297-2684
jrivera@hallcounty.org

DRAFT

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 657/2025

SUBJECT: Approval and authorization for the Chairman to execute an Extension of the Letter of Intent between Hall County and Glade Farm, LLC, originally executed on January 15, 2010, and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JL

Recommendation:
Approve.

Purpose of Request:
Approval and authorization for the Chairman to execute an Extension of the Letter of Intent between Hall County and Glade Farm, LLC, originally executed on January 15, 2010, and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:
The parties signed the first such Agreement, entitled "Glades Reservoir Lease Management Agreement Amendment", on January 15, 2010, and have extended it every year since.

Facts and Issues:
The extension of the Letter of Intent preserves the County's interest in the prior Agreement.

Options:
Approval or denial.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-11-13

Approvals:

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

Attachments:

Confirmation and Fifteenth Extension of Letter of Intent of January 15, 2010, as Amended and Extended Heretofore

CONFIRMATION AND FIFTEENTH EXTENSION OF LETTER OF INTENT OF JANUARY 15, 2010, AS AMENDED AND EXTENDED HERETOFORE

WHEREAS, Hall County, by and through the Chairman of the Hall County Board of Commissioners, and Glade Farm, LLC, under the authority of its attorney-in-fact, Carl R. Nichols, executed a Letter of Intent dated January 15, 2010, and styled as "Glades Reservoir Lease Management Agreement Amendment" (the Letter of lntent"); and

WHEREAS, the Letter of Intent was further amended by that certain Letter of Agreement between Hall County and Glade Farm, LLC, dated September 10, 2010 (the "First Amendment"); and

WHEREAS, Hall County, Glade Farm, LLC, and the Gainesville and Hall County Development Authority entered into that certain Letter Agreement styled "Agreement to Adopt and Amend the Letter of lntent dated January 15, 2010 as Amended on September 21, 2010, for the purpose of, among other things, extending the date as to finalization of all items set forth in the Letter of Intent to January 31, 2012, and reaffirming the Letter of Intent as amended" (the "Second Amendment"); and

WHEREAS, the Letter of Intent was further amended by that certain Extension Agreement between Hall County and Glade Farm, LLC, dated January 26, 2012 (the "Third Amendment") whereby the deadline was extended to the date of July 31, 2013; and

WHEREAS, the Extension Agreement between Hall County and Glade Farm, LLC, dated January 26, 2012 ("Third Amendment") was adopted by the Gainesville and Hall County Development Authority on the 3rd day of April, 2012; and

WHEREAS, the parties hereto, thereafter, extended the deadline ("Fourth Amendment) for all items set forth in the Letter of Intent to July 31, 2015; and

WHEREAS, the parties hereto entered into a "Confirmation and Fifth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2016; and

WHEREAS, the parties hereto entered into a "Confirmation and Sixth Extension of the Letter of lntent of January 15, 2010", which extended the deadline until December 31, 2017; and

WHEREAS, the parties hereto entered into a "Confirmation and Seventh Extension of the Letter of lntent of January 15, 2010", which extended the deadline until December 31, 2018; and

WHEREAS, the parties hereto entered into a "Confirmation and Eighth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2019; and

WHEREAS, the parties hereto entered into a "Confirmation and Ninth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2020; and

WHEREAS the parties hereto entered into a "Confirmation and Tenth Extension of the Letter of lntent of January 15, 2010" which extended the deadline until December 31, 2021; and

WHEREAS, the patties hereto entered into a "Confirmation and Eleventh Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2022; and

WHEREAS, the parties hereto entered into a "Confirmation and Twelfth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2023; and

WHEREAS, the parties hereto entered into a "Confirmation and Thirteenth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2024; and

WHEREAS, the parties hereto entered into a "Confirmation and Fourteenth Extension of the Letter of Intent of January 15, 2010", which extended the deadline until December 31, 2025; and

WHEREAS, on May 28, 2015, the parties' ongoing negotiations have continued with satisfactory progress during the interim period awaiting the approval of the 404 Permit Application under the Clean Water Act (the "Application"); and

WHEREAS, on or about April 15, 2016, Hall County, Georgia requested that the Application be temporarily withdrawn without prejudice for the resumption of consideration to allow the supplementation of the Application; and

WHEREAS, the parties hereto believe that this extension will be sufficient to allow for further negotiation and development of information needed to address those items contained in the Letter of Intent as well as to provide sufficient time for the renewal of the Application with additional and supplemental information supporting the Application and approval of the 404 Permit;

NOW, THEREFORE, the undersigned parties hereby agree as follows:

1. The deadline is hereby extended to the date of December 31, 2026.
2. Except as otherwise amended heretofore, the Letter of Intent and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, and Fourteenth Amendments are hereby ratified and confirmed by the parties hereto.

Executed this _____ day of _____ 2025.

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman,
Board of Commissioners

GLADE FARM, LLC

By: _____

As its: _____

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____

As its: _____

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 637/2025

SUBJECT: Approve the award of Task Order #2026-018 Remodel Kitchens at three (3) Fire Stations (#2, 13 and 16) and Full Remodel of Fire Station #12 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $390,473.00.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the award of Task Order #2026-018 Remodel Kitchens at three (3) Fire Stations (#2, 13 and 16) and Full Remodel of Fire Station #12 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $390,473.00.

History:

This task order was a result of RFQ/P #44-021 Demand Services for On-Call General Contractors.

Facts and Issues:
This task order includes:

Full remodel for Fire Station #12: $264,173.00

Remodel kitchen at Fire Station #2: $41,320.00

Remodel kitchen at Fire Station #13: $42,490.00

Remodel kitchen at Fire Station #16: $42,490.00

Options:

Funding Requested $ 390,473.00

Are funds within current budget? Yes

Source of Funds SPLOST VIII & Capital Projects Fund

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

Approvals:

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

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Task Order #2026-018

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 637/2025

Funds Requested: $ 390,473.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII & Capital Projects Fund

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	324-SPLOST VIII	3520-FIRE RESCUE	522201-REMODEL/RENOVATIONS	$100,000.00
2026	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	522201-REMODEL/RENOVATIONS	$290,473.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2026	324-SPLOST VIII	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	$-100,000.00
2026	324-SPLOST VIII	3520-FIRE RESCUE	522201-REMODEL/RENOVATIONS	$100,000.00

Additional Information/Comments:

Chief Bradley Martin (770) 531-6774

Contact for Questions: CDT

Phone: 470-805-2210

TO #:	2026-018 Remodel Kitchens at 3 Fire Stations & Full Remodel Fire Station #12	Scroggs & Grizzel	Chattahoochee Group	BM&K Construction Inc	Hogan Construction
		Clermont, GA	Clermont, GA	Braselton, GA	Norcross, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE
1	Fire Station 12 Remodel	$264,173.00	NO BID	NO RESPONSE	NO RESPONSE
2	Fire Station 2 Kitchen	$41,320.00	NO BID	NO RESPONSE	NO RESPONSE
3	Fire Station 13 Kitchen	$42,490.00	NO BID	NO RESPONSE	NO RESPONSE
4	Fire Station 16 Kitchen	$42,490.00	NO BID	NO RESPONSE	NO RESPONSE
	Total Lump Sum	**$390,473.00**	**NO BID**	**NO RESPONSE**	**NO RESPONSE**

Total number of bids sent: 4

Number of bids sent to Hall County contractors: 3

Number of bids received: 1

Number of Hall County bids received: 1 Number of "No Bids": 1

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 30, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 2026-018

Bid/Contract Name: Remodel Kitchens at 3 Fire Stations & Full Remodel Fire Station #12

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Scroggs & Grizzel Contracting, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$390,473.00

☐ Product Contract Estimated Amount:

Comment:

This task order includes:
Full remodel for Fire Station #12: $264,173.00
Remodel kitchen at Fire Station #2: $41,320.00
Remodel kitchen at Fire Station #13: $42,490.00
Remodel kitchen at Fire Station #16: $42,490.00
The FY 2026 Estimated amount has been reviewed against the approved FY 2026 budget by Finance.

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Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

Task Order #2026-018

September 16, 2025

For the provision of

Remodel Kitchens at 3 Fire Stations & Full Remodel Fire Station #12

Demand Services For On-Call General Contractors Contract #44-021

PROJECT DESCRIPTION

Hall County, Georgia, is issuing this Task Order to remodel the kitchens in Fire Stations #2, #13, and #16, and perform a full remodel at Fire Station #12. The County will award one (1) contractor to perform all the work at all four (4) fire stations.

SCHEDULE OF EVENTS

Release Date: Tuesday, September 16, 2025
Mandatory Pre-bid Site Visit: Tuesday, September 23, 2025, at 9:00am at Hall County Fire Station #12 located at 4890 Winder Hwy, Flowery Branch, GA 30542.
Bidder Questions Due Date: Wednesday, October 1, 2025. Send questions to andrew.youngblood@hallcounty.org.
Response to Bidder Questions Due Date: Friday, October 3, 2025
Bid Due Date: Thursday, October 9, 2025, by 2:00pm

Bidders must respond with their Task Order proposals via e-mail to andrew.youngblood@hallcounty.org by 2:00pm EST, Thursday, August 28, 2025.

A mandatory pre-bid meeting will be held at 9:00am on Tuesday, September 23, 2025, at Fire Station #12 located at 4890 Winder Hwy, Flowery Branch, GA 30542. We will then proceed to Fire Station #9 to view an example of the finished product. We will then proceed to the other 3 fire stations to evaluate their kitchens.

The awarded bidder is required to obtain performance and payment bonds both equal to 100% of the awarded sum prior to the issuance of a Notice to Proceed.

SCOPE OF WORK:

Fire Station #12 (Full Remodel)
Flooring

- Refinish all terrazzo flooring throughout the station by polishing and resealing.
- All LVP flooring will remain as-is. Contractor will protect all LVP flooring to the greatest extent possible from demolition, paint, etc. (Office, Dayroom, Bunkroom, and LT room)

Ceiling
- Remove and dispose of existing ceiling tiles and grid.
- Furnish and install all ceiling grid (white) and tiles with 2x2 recessed tiles.
- Replace any insulation that is damaged from removing grid and tile.
- Replace any missing insulation.
- Repair deflections in all hard deck sheetrock ceiling before painting.

***Note* Ceiling in Men's Restroom and Unisex Restroom will remain as-is.**

Doors
- Refinish all interior and exterior doors. (Interior is wood and exterior is metal.)
- Power wash the entire exterior of the station to prepare for paint, including stucco, vinyl soffit, fascia, and gutters.
- Paint interior and exterior of building including all trim, doors, etc.

***Note* Do not paint window trim (interior nor exterior) or gutters.**

Paint
- Paint entire fire station, inside and out.

Exterior Repairs
- Secure all columns around the station. (Several have moved.)
- Repair rear ceiling at rear bunkroom entrance and bay entrance.
    - Remove and dispose of trim.
    - Furnish and install new trim. (Assume new trim will be of like kind of existing trim.)

***Option* repair the trim to the soffit around the station. The current material is attached with exposed screws.**

Interior Repairs
- Install new vent pipe for dryer in the utility room. It is preferred to be tied into the existing vent that is located above the ceiling.

Lighting
- Remove and dispose of existing light fixtures throughout the station.
- Furnish and install new LED light fixtures throughout the station.
- Remove and dispose of existing exit signs.
- Furnish and install new exit signs.
- Furnish and install hard wired, LED exterior lighting to illuminate the flags at night. Lighting shall be sufficient to fully illuminate the flags from all angles and at full mast.

Electrical Faceplates
- Remove and dispose of existing electrical faceplates.
- Furnish and install new electrical faceplates throughout the station.

Cove Base
- Remove and dispose of existing cove base.

- Furnish and install darker color cove base to accent new trim color in the office, dayroom, Lieutenant office, and bunk room.

***Note* Contractor must furnish cove base for the front office but will not install it. The County will replace the flooring in-house and will install the new cove base in this room.**

Apparatus Bay

- Remove and dispose of existing ceiling fans in each bay.
  - Cap existing electrical boxes from old fans.
- Furnish and install two (2) new ceiling fans in each bay.
  - Relocate new fans to the center of each lane.
  - New fans shall be 10ft single phase indoor/outdoor high velocity ceiling fan with wall control included.
  - Acceptable manufacturers/brands: Commercial Electric or equal in fit, form, and function.
- Furnish and install one (1) additional LED light to be wired to a constant hot.
  - New light shall be located in the center of the apparatus bay and center of the lanes.
  - New light's main function will be as a night light for late night calls.
- Remove and dispose of existing 8' fluorescent lights.
- Furnish and install new 8' LED equivalent (LED Seamless Vapor Proof Fixture)
- Paint all bay walls, doors, and trim. Contractor shall use exterior paint on all surfaces in the bay.
- Paint interior and exterior of bay doors to color match.
  - ***Note* Bay doors are aluminum and will need appropriate preparation for proper paint adhesion.**
- Contractor shall take all necessary precautions to prevent overspray on walls, railings, springs, tracks, motors, etc.

Outside Storage Room

- Repair any defects in ceiling (if needed) and paint ceiling and walls. (Colors to be determined.)
- Remove and dispose of existing light fixture.
- Furnish and install new LED equivalent light fixture.

Unisex Restroom

- Repair any defects in ceiling grid and tiles.
- Paint all walls.
- Remove and dispose of existing shower materials and plumbing fixtures.
- Furnish and install tiled shower area.
  - Porcelain tiles, 2" x 2" on the floor, 1' x 2' on walls.
  - Flooring shall be tile suited for flooring applications.
  - Wall tile shall extend to the ceiling.
  - Ensure the tile in the floor contains a threshold/curb to prevent water from escaping the shower.
- Furnish and install new plumbing fixtures (mixing valve, shower head, etc.)
  - Acceptable manufacturer/brand: Delta only. Single lever valve with universal valve body for shower.
- Remove and dispose of existing sink, countertop, and plumbing fixture(s).
- Furnish and install new cabinet base appropriate for bathroom applications.
  - Cabinet shall have doors for storage underneath the sink.
- Furnish and install new solid surface countertop.
- Furnish and install new sink and plumbing fixture(s).
- Remove and dispose of existing soap dispensers.

***Note* Overall height of cabinet with countertop shall be standard height.**

Bunk Room
- Paint all walls.
- Remove and dispose of existing ceiling grid and tiles.
- Furnish and install new ceiling grid and tiles.

Men's Restroom
- Repair any deflections in ceiling grid and tiles.
- Paint all walls.
- Remove and dispose of existing shower materials and plumbing fixtures.
- Furnish and install tiled shower area.
  - Porcelain tiles, 2" x 2" on the floor, 1' x 2' on walls.
  - Flooring shall be tile suited for flooring applications.
  - Wall tile shall extend to the ceiling.
  - Ensure the tile in the floor contains a threshold/curb to prevent water from escaping the shower.
- Furnish and install new plumbing fixtures (mixing valve, shower head, etc.)
  - Acceptable manufacturer/brand: Delta only. Single lever valve with universal valve body for shower.
- Remove and dispose of existing sink, countertop, and plumbing fixture(s).
- Furnish and install new cabinet base appropriate for bathroom applications.
  - Cabinet shall have doors for storage underneath the sink.
- Furnish and install new solid surface countertop.
- Furnish and install new sink and plumbing fixture(s).
- Remove and dispose of existing soap dispensers.

***Note* Overall height of cabinet with countertop shall be standard height.**

LT Room
- Paint all walls.
- Remove and dispose of existing ceiling grid and tiles.
- Furnish and install new ceiling grid and tiles.
- Remove and dispose of existing 2x4 fluorescent light fixtures.
- Furnish and install two (2) LED wafter lights.
  - *Note* To prevent flickering, ensure new lights are not installed above the existing ceiling fan.

Kitchen (to be similar to Stations #2, #13, and #16)
- Remove and dispose of existing cabinets.
- Furnish and install new red oak solid wood cabinets, doors, and hardware.
  - Hardware to include all drawer slides, 165-degree hinges, and door and drawer pulls.
  - ***Note* Cabinets will have to be adjusted for a 36" range and commercial refrigerator that is 81-½" tall, 51-12" wide, total 60" opening.**
- Remove and dispose of existing countertops, sink, and plumbing fixtures.
- Furnish and install new granite countertops.
  - Contractor shall provide for a temporary solution with the sink until the countertops are installed.
- Furnish and install new undermount single-bowl sink deep as possible with existing plumbing.
- Install new plumbing fixtures.

- The County will purchase plumbing fixtures for kitchen sink.
- Remove and dispose of existing 2x4 fluorescent light fixtures.
- Furnish and install new 2x4 LED light fixtures with color/coolness change capabilities.

Day Room
- Remove and dispose of existing 2x4 fluorescent light fixtures.
- Furnish and install new LED wafer-style light fixtures.
- Paint all walls and ceiling.

Fire Stations #2, #13, and #16 (Kitchens only, to be similar to Station #12)
- Remove and dispose of existing cabinets.
- Furnish and install new red oak solid wood cabinets, doors, and hardware.
  - Hardware to include all drawer slides, 165-degree hinges, and door and drawer pulls.
  - ***Note* Cabinets will have to be adjusted for a 36" range and commercial refrigerator that is 81-½" tall, 51-12" wide, total 60" opening.**
- Remove and dispose of existing countertops, sink, and plumbing fixtures.
- Furnish and install new granite countertops.
  - Contractor shall provide for a temporary solution with the sink until the countertops are installed.
- Furnish and install new undermount single-bowl sink deep as possible with existing plumbing.
- Furnish and install new plumbing fixtures.
  - The County will purchase plumbing fixtures for kitchen sink.

General

The County will provide labor to move furniture in all Fire Stations to accommodate the work. All cabinet finishes, paint colors, etc. will be determined later with the awarded Contractor. The awarded Contractor will provide samples to the County for review and approval.

Scroggs & Grizzel Contracting,Inc.
(Full Legal Corporate Name)

By: _____

Title: President

Print Name: Mike Grizzel

Sworn to and subscribed before me this

9th Day of October, 2025.

Notary Public: Mary Elizabeth Manus

Notary commission expires: April 23, 2028

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

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

HALL COUNTY
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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

Cost Proposal Worksheet
TO #2026-018 Remodel Kitchens at 3 Fire Stations & Remodel Fire Station #12

Company Name: Scroggs & Grizzel Contracting,Inc.

Bidder's Name: Mike Grizzel

Bidder's Signature:

Date: October 9, 2025

Instructions: Complete Each Cost Section Below

Fire Station 12	
Demolition	
Electrical	
Plumbing	
Painting	
Kitchen Cabinets & Countertops	
Restroom Cabinets & Countertops	
Total Lump Sum	$264,173.00
Fire Station 2	
Electrical	
Plumbing	
Cabinets & Countertops	
Painting	
Total Lump Sum	$41,320.00
Fire Station 13	
Electrical	

Plumbing	
Cabinets & Countertops	
Painting	
Total Lump Sum	$42,490.00
Fire Station 16	
Electrical	
Plumbing	
Cabinets & Countertops	
Painting	
Total Lump Sum	$42,490.00

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 630/2025

SUBJECT: Approve the annual agreement for medical benefits consulting and brokerage services to Turner Wood & Smith Agency, Inc. of Gainesville, GA. The estimated annual cost is $200,000.00.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: DLJ

Recommendation:
Approve.

Purpose of Request:
Approve the annual agreement for medical benefits consulting and brokerage services to Turner Wood & Smith Agency, Inc. of Gainesville, GA. The estimated annual cost is $200,000.00.

History:
Turner Wood & Smith has been the County's provider of medical brokerage services since 2020.

Facts and Issues:
There is no per employee cost increase for this contract renewal from the original agreement that was executed back in 2020.

This would be exempt under a service provided directly to employees under exemption 3.10.030 - Exemptions / Subsection H of the Hall County Purchasing Ordinance.

This would be year one (1) of a new three (3) year contract for medical benefits brokerage services.

Options:

Funding Requested	$ 200,000.00
Are funds within current budget?	Yes
Source of Funds	Group Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

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

Attachments:
Financial Supplement
Signature Request Cover Sheet
TWS Contract Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 630/2025

Funds Requested: $ 200,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Insurance Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	521000-PROFESSIONAL SERVICES	$200,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Date: October 27, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Medical Benefits Brokerage Services

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Turner, Wood & Smith

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 199,452

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$200,000.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Hall County Medical Benefits Brokerage Services to Turner, Wood & Smith of Gainesville, GA. The FY 2026 Estimated amount has been reviewed against the approved FY 2026 budget by Finance.

EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES AGREEMENT

This Consulting Agreement ("Agreement") is made by and between Hall County Board of Commissioners (Hall County) and Turner, Wood and Smith (TWS).

TWS and Hall County Board of Commissioners agree as follows:

1. Term and Automatic Renewal: The initial term of this Agreement shall commence on July 1, 2025 and end on June 30, 2026. This Agreement will automatically renew for additional 12 month term (not to exceed 36 months in totality) unless the parties desire to amend or terminate same, in which case a notice of intent to amend or terminate shall be provided sixty (60) days prior to the expiration of this Agreement.

    a. Termination: If, through any cause, TWS shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if TWS shall violate any of the stipulations of this agreement, Hall County shall have the right to terminate this agreement by giving written notice to TWS of such termination and specifying the effective date thereof, at any time, at least ninety (60) days prior to the effective date of such termination.

2. **Services:** TWS shall provide the consulting and brokerage services for Hall County described in Exhibit A, which may be modified from time-to-time by mutual written consent of the Parties.

3. **Services Outside the Scope of Agreement**

    Although TWS will help coordinate any necessary services from any "outside" parties, the following services are not included within our service Agreement.

    Legal and Accounting Services - The services of outside legal and accounting professionals. We will help coordinate these outside professionals' services, but their fees would not be within the scope of our Agreement.

    External Claims Audit – Services provided by an external claims auditing firm are outside the scope of our Agreement. We will help Hall County select an external auditing firm and help coordinate any requested audits with Hall County's service providers.

TWS BF

Hall County_____

Outside Benefit Administration and Communications Services -
Any outside communication services would not be within the scope of our brokerage/consulting fees.

4. **Compensation** For the services listed in Exhibit A of this Agreement, TWS will be paid on a per employee per month basis of $12 for each covered employee life on the health insurance.

   For additional service not outlined in Exhibit A of this Agreement, Hall County agrees to compensate TWS within 30 days of receipt of invoice for any additional services not defined in Exhibit A of this agreement. Any such services and fees will be agreed to in advance by both parties before any services are rendered.

5. **Personnel:**
   TWS will assign personnel according to the needs of Hall County and according to the disciplines required to complete the Services in a professional manner. TWS may retain the right to substitute personnel, with prior notice to Hall County.

6. **Fiduciary Responsibility:**
   Hall County acknowledges that:
   a. TWS shall have no discretionary authority or discretionary control or management of the employee benefit plans.
   b. TWS shall exercise no authority or control of the assets of the Hall County employee benefit plans.
   c. TWS shall perform services pursuant to this Agreement in a non-fiduciary capacity.

A. **Notices:** All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address below or to such other address as the party may designate from time to time. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered.

TWS BF

Hall County_____

Hall County Board of Commissioners
Attn: Judy Turk, Assistant Director, Human Resources
2875 Browns Bridge Road
Gainesville, GA 30504-5635

Turner, Wood and Smith
Attn: Brett Fowler, Partner and EVP
1515 Community Way
Gainesville, GA 30501

B. **Entire Agreement:** This Agreement constitutes the entire agreement between Hall County and TWS with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both Hall County and TWS.

TWS BF

Hall County_____

IN WITNESS WHEREOF Hall County Board of Commissioners and Turner, Wood and Smith have executed this Agreement as of the date first above written.

HALL COUNTY BOARD OF COMMISSIONERS

By:_____
David Gibbs, Chairman

Date:_____

ATTEST:

By:_____
Jennifer Rivera, Board of Commissioners Clerk

Date:_____

(SEAL)

TURNER WOOD AND SMITH AGENCY INC.

By: Brett Fowler
Brett Fowler, Partner and EVP

Date: 10/23/2025

APPROVAL AS TO FORM:

By: _____
Justin Lawhon, County Attorney

Date: 10/24/2025

ATTEST:

By:_____
Corporate Secretary

Date:_____

(SEAL)

TWS BF

Hall County_____

Exhibit A:

Employee Benefits Consulting and Brokerage Services Agreement

The benefits consulting and brokerage services as summarized below will be provided to effectively and efficiently manage the Hall County employee benefit program to ensure maximum benefits at a reasonable cost to Hall County and its employees.

Pre-Renewal Planning

TWS will organize and conduct a pre-renewal planning session to discuss objectives and strategies for the upcoming plan year.

During this planning session, TWS will:

1. Present detailed analysis of the design and performance of the Hall County current benefit program.
2. Review all existing provider contracts, evaluate performance, and recommend extension of contract or provider search process.
3. Review claims experience and inform Hall County's potential impact of developing trends and projected costs.
4. Recommend appropriate changes or expansions to the employee benefit programs and help Hall County determine strategies to control rising healthcare costs.
5. Recommend improvements to the employee benefits program and demonstrate how Hall County or Hall County employees could benefit by making such changes.
6. Provide renewal timeline and yearly calendar.
7. Establish short term goals and objectives and develop a timeline and calendar necessary to accomplish them.

Renewal Negotiation/Presentation

1. Request plan and administrative service options from incumbent vendors/insurers
2. Review Plan's Financial Performance
3. Present and provide analysis on renewals offered by incumbent vendors
4. Negotiate final fees, rates and performance agreements with incumbent vendors
5. Present estimated costs for benefit modifications

BF

TWS _____

Hall County_____

Renewal and Placement

1. Market benefit plan by coverage, including preparation of RFP's and IFB's
2. Perform renewal trend analysis from available diagnostic and comparative data.
3. Summarize proposal responses (i.e. benefits, services, and costs) from alternative vendors. Compare the alternative vendors' benefits/services/costs to those provided by incumbent vendors.
4. Provide recommendations on vendors best suited to meet program goals and objectives.
5. Provide side-by-side comparisons of current and proposed benefit changes to simplify analysis and decision making.
6. Negotiate coverage and cost with vendors based on underwriting norms, trend analysis, and market leverage.
7. Evaluate carrier client support services and financial strength ratings.
8. Provide comparison of plan features, provider networks and costs.
9. Complete all communication with bidders.
10. Coordinate vendor presentations.
11. Meet with Hall County to recommend any change in Insurer/Vendor and to discuss benefit offerings for the upcoming enrollment year.
12. Open enrollment – participate in open enrollment and communication meetings, as requested

Implementation Services

1. Assist with the implementation of any new program and/or insurer/administrator.
2. Prepare/review applications.
3. Review implementation timelines proposed by vendors and actively participate in all implementation meetings.
4. Review contract/administrative agreements.
5. Help ensure proper transition of participant records including eligibility records.
6. Monitor progress to ensure timely issuance of employee identification cards.
7. Review, update, and/or create any requested employee communications materials.

BF

TWS _____

Hall County_____

Day to Day Account Management and Administration

1. Participate in bi-weekly new hire meetings to educate new employees on their benefit package
2. Available by email for same day turnaround for employee requests
3. Review File Feeds from each carrier to correct any file feed mistakes in order to have employees enrolled accurately
4. Order additional ID cards as needed for members
5. Outbound email and phone call reach outs to new employees to educate them on their benefits package
6. Pull all bills and send to Hall County monthly as requested
7. Claims advocate for employees and retirees
8. Disability claim advocate to hand hold through the submission process, tracking of the pay out until the employee has returned to work
9. Function as the first line of contact for Hall County employees to facilitate resolution of employee claim and eligibility questions and issues
10. Work with P&A group on their portal to add new billing for retirees and their dependents
11. Work with the administrator on all COBRA notifications and processing
12. Submit retirement forms to appropriate department for processing
13. Verify eligibility for the Hall County Clinic
14. Audit of invoices / ADP system to confirm accuracy

Data Analytics and Financial Analysis

1. Conduct an ongoing review and analysis of the design and performance of the Hall County current benefit program and advise Hall County regarding available options and alternatives.

2. Prepare annual plan analysis to project costs based on emerging experience, utilization and trend for plan pricing and budgeting purposes. The report shall include claims analysis, trend projections, a review of utilization patterns for evidence of abuse or deviation from anticipated norms and an analysis of cost management techniques and programs for continued appropriateness and efficacy.

3. Advise Hall County on potential gaps or overlaps in coverage.

4. Provide monthly reporting to Finance in order to provide fiscal year and calendar year comparisons to help for budgeting.

TWS BF

Hall County_____

Regulatory and Compliance

1. Evaluate plan design to ensure that Hall County is in compliance with all regulatory agency requirements (including ACA) per all Federal and State statutes and laws and outline the action plan for compliance as necessary.
2. Provide an annual compliance calendar for Hall County to keep track of the required compliance requirements.
3. Provide information, legislative updates and guidance concerning applicable health and welfare laws and regulations including, ERISA, HIPPA, COBRA, Section 125, IRS, and Affordable Care Act (ACA) requirements, as changes in requirements occur. The information provided should be specific and relevant to Hall County's employee benefit program.
4. Provide no-fee access to TWS client seminars and webinars addressing updated regulations and leading benefits issues.
5. HR and Benefit Related Legal Counsel – through TWS, phone or e-mail responses to basic legal and compliance questions

Employee Communications

1. Work with the Hall County HR team to create an Employee Benefits Guide
2. Review, address questions, and amend existing electronic documents including:
    - Combined Benefit Summary
    - Benefits at a Glance
    - Open Enrollment Communications
    - Enrollment Forms/Materials
3. Review Section 125 Plan Educational and Enrollment Materials
4. Review any new on-line health and welfare communication or educational materials
5. Review all client generated benefit communication materials and coordinate review and commentary by Hall County's appropriate vendors and/or insurers.

Summary Plan Descriptions/Plan Documents

1. Review SPD's provided by the carriers and assist with implementing a Wrap Document.
2. Review all insured health and welfare plans Insurance Certificates
3. Review any plan amendments to existing SPD documents
4. Review any required Summary Material Modification documents
5. Help ensure that documents contain updated language changes required by ERISA,
6. HIPAA, Internal Revenue Code Section 125, COBRA final regulations, USERRA, FMLA, and/or any other required regulatory wording changes.

BF

TWS _____

Hall County_____

Additional Information

Hall County will be responsible with keeping all of the documentation supporting ACA reporting decisions (e.g. employee benefits eligibility coding, alternative reporting methods, transitional relief, control group decisions, etc.).

Compliance with HIPAA – Hall County and TWS each acknowledges that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties have entered into a Business Associate Agreement pursuant to HIPAA. Services provided under this Agreement are subject to the Business Associate Agreement, including any amendments thereto, and this Agreement does not modify, supersede or otherwise affect any provision of the Business Associate Agreement except as expressly provided herein. Notwithstanding the preceding sentence, for purposes of this Agreement the description of services set forth in this Agreement supersedes the Schedule of Services attached to and made part of the Business Associate Agreement.

Hall County should familiarize itself with ERISA section 510. Section 510 outlines the rules and actions that will affect employee benefits eligibility. To minimize Hall County's risk and exposure, Hall County should consult legal counsel before taking any actions that will affect employee benefits eligibility.

TWS provides Hall County access to *Zywave* providing Hall County thousands of templates and resources in areas such as:

- Employee Communications
- Notices and Disclosures
- Benchmark Statistics
- Federal and State Legislation and Compliance
- HR Insights
- Workplace Wellness
- Employee Newsletters and many more

TWS will provide Hall County access to the HR360 Hotline which will allow Hall County to call a toll free number that is answered by an experienced Human Resource consultant who will give you practical step-by-step guidance and suggestions to your HR questions and issues.

BF

TWS _____

Hall County_____

United Benefit Advisors

TWS is a member partner with United Benefit Advisors (UBA). UBA is an association of locally owned, independent firms that share a vision and emphasis on innovative solutions for their customers. Through our affiliation in UBA, we have over 200 offices in the US and Canada that employ 2,100+ benefit professionals who serve 28,000+ employers. As a national organization, we have experience at addressing the most complex business issues along with our clients. UBA has a team of risk management experts in areas such as:

- Employee Benefit Program Management
  - Actuarial and Reinsurance Services
  - Group Medical and Ancillary Product Review
  - Captives
  - Pharmacy Benefits Review
  - Stop Loss/Reinsurance Contract Management and Review
  - Wellness and Population Health Management
  - Data Analytics and Benchmarking
  - Compliance and Audit
  - Communication program Development and Deployment

Important note: As a member of UBA, TWS benefits from a having national reach and access to subject matter experts and resources from across the country, which our clients benefit from the national scale of the organization and shared strategies and yet the local services stay local. The resources are available on a fee for service basis. We can obtain a proposal for you for any of the services outlined that are not already addressed in your exhibit.

BF

TWS _____

Hall County_____

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 648/2025

SUBJECT: Approve the annual renewal for Medical Stop Loss coverage with HM Insurance Group of Alpharetta, GA, and authorize the Chairman to execute all related documents, subject to the review and approval of the County Attorney. The estimated annual cost is $2,291,979.00.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of this renewal.

Purpose of Request:
Approve the annual renewal for Medical Stop Loss coverage with HM Insurance Group of Alpharetta, GA, and authorize the Chairman to execute all related documents, subject to the review and approval of the County Attorney. The estimated annual cost is $2,291,979.00.

History:

Facts and Issues:
This renewal will experience a 50% increase in cost due to claims experiences. HM has paid out $4,137,846.00 in stop loss reimbursements with additional payments pending.

Five (5) carriers were sought out for quotes, regarding stop loss coverage; however, all five declined to quote based on claims experience.

Premiums for this renewal will be $2,291,979.00.

Options:

Funding Requested $ 2,291,979.00

Are funds within current budget? Yes

Source of Funds Group Health Insurance Fund

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

Approvals:

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

Attachments:

Financial Supplement
Stop Loss Renewal - Confirmation of Sold Rates
Stop Loss Quote Sheet

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 648/2025

Funds Requested: $ 2,291,979.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Health Insurance Fund

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$1,145,990.00
2027	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$1,145,989.00

Budget Transfer Items:

Additional Information/Comments:

Renewal documents forthcoming, as HR just met with Administration to discuss options on 10/21/2025.

Contact for Questions: DLJ **Phone:** 770-531-6712

healthgram

Hall County, Georgia

JANUARY 1, 2026

CONFIRMATION OF SOLD RATES

		HM Current	HM Option 1	HM Option 2	HM Option 3	HM Option 4
Administration						
Healthgram						
Medical, Rx Claims Administration	1,391	$24.00	$24.00	$24.00	$24.00	$24.00
Utilization Management	1,391	$2.75	$2.75	$2.75	$2.75	$2.75
Healthgram Connect	1,391	$7.00	$7.00	$7.00	$7.00	$7.00
Healthgram Trax	1,391	$2.50	$2.50	$2.50	$2.50	$2.50
PBM Interface Fee	1,391	$1.85	$1.85	$1.85	$1.85	$1.85
Other						
Health Partners Network Access Fee	1,391	$2.50	$2.50	$2.50	$2.50	$2.50
Veracity Admin Fee	1,391	$12.00	$12.00	$12.00	$12.00	$12.00
Teladoc	1,391	$1.15	$1.45	$1.45	$1.45	$1.45
Stop Loss						
Specific Contract						
Deductible		$280,000	$280,000	$300,000	$325,000	$350,000
Contract Type		24/12	36/12	36/12	36/12	36/12
Covered Benefits		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Premium: Single	631	$43.91	$70.15	$65.08	$57.92	$54.20
Family	760	$131.03	$209.76	$197.28	$179.09	$170.21
Change from Current			**60.0%**	**50.0%**	**35.6%**	**28.5%**
No-New-Laser at Renewal/ Rate Cap		Yes; 60%	Yes; 60%	Yes; 60%	Yes; 60%	Yes; 60%
Retiree Coverage		Included	Included	Included	Included	Included
Stop Loss Commission		0.00%	0.00%	0.00%	0.00%	0.00%
Expected Annual Exposure						
Healthgram Administration		$635,965	$635,965	$635,965	$635,965	$635,965
Other Administration		$261,230	$266,237	$266,237	$266,237	$266,237
Stop Loss Premiums		$1,527,480	$2,444,187	$2,291,979	$2,071,871	$1,962,718
Total Expected Annual Cost		**$2,424,675**	**$3,346,390**	**$3,194,182**	**$2,974,074**	**$2,864,920**

FIRM THROUGH 10/23

healthgram

Hall County, Georgia

JANUARY 1, 2026 CONFIRMATION OF SOLD RATES

Notes and Contingencies:

- If a non-preferred vendor is selected, prior written approval from Healthgram is required. Such selection may be subject to additional fees and/or separate agreements.
- ProCare Rx is the assumed PBM.
- No percentage of savings or per claim fees for standard out-of-network claim processing. Open Negotiation/IDR eligible out-of-network claims are subject to 25% of negotiated savings ($250 minimum and $2,500 maximum) per claim. IDR disputes are also subject to Entity Fee.
- No claim audit or edit fees.
- If applicable, stop loss specific advance and aggregate accommodation are subject to Healthgram's funding requirements.
- Healthgram may receive contingent compensation (override ranging from 0-5%) as a result of stop loss carrier volume and/or performance. This compensation, if received, does not impact premium rates in current nor future policy periods.
- A portion of certain non-Healthgram vendor fees are retained by Healthgram for ongoing data services and vendor coordination.
- HCBB state taxes may apply if you are headquartered in AZ, NM, NJ, NY, OH, SC, TX, WA, WV.
- Subrogation provided for 25% of recovery.
- Case Management and Maternity Management will increase to a rate of $175.00 per hour.
- Condition Management will increase to a rate of $75.00 per hour.
- NY Pool Annual fee = $500.00
- Required Notices Annual fee = $500.00

SIGNATURE: _____ DATE: _____

Client Name: Hall County
Employee Benefit Plan Renewal - Comparison Summary
Plan Year: 1/1/2026-12/31/2026

HALL COUNTY
GEORGIA
We have it all in Hall

Carrier/TPA			Current	Recommendation	Option 1	Option 2	Option 3	Option 4	Option 5
Network			Healthgram	Healthgram	Healthgram	Healthgram	Healthgam	Healthgram	Healthgram
Pharmacy Benefit Manager			Veracity RX/ProCare RX	Veracity RX/ProCare RX	Veracity RX/ProCare RX	Veracity RX/ProCare RX	Veracity RX/ProCare RX	Veracity RX/ProCare RX	Veracity RX/ProCare RX
Stop-loss Carrier			HM	HM	HCC	C&F	QBE	Symetra	Voya
Specific Stoploss Coverage									
Specific Deductible			$280,000	$300,000					
Specific Rate	Single	631	$43.91	$65.08					
	Family	760	$131.03	$197.28					
Total Monthly Stop Loss Premium			**$127,290**	**$190,998**					
Total Annual Stop Loss Premium			**$1,527,480**	**$2,291,979**	**Decline to Quote**	**Decline to Quote**	**Decline to Quote**	**Decline to Quote**	**Decline to Quote**
$ Change from Current Stoploss Premium				**$764,499**					
				50.0%					

TURNER WOOD & SMITH
INSURANCE
EST. 1905

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 685/2025

SUBJECT: Approve the Employment Agreement, as amended, for the County Attorney.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of the Employment Agreement for the County Attorney.

Purpose of Request:
The purpose of the request is to seek approval of the Employment Agreement for the County Attorney.

History:

Facts and Issues:

Options:

Funding Requested	$ 248,820.48
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	DA	EW

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Employment Agreement
Position Cost Breakdown

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 685/2025

Funds Requested: $ 248,820.48

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1530-LEGAL SERVICES	511100-SALARIES	$121,153.85
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512200-FICA	$9,268.62
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512400-RETIREMENT	$16,961.54
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512100-HEALTH INSURANCE	$24,850.05
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512103-CONTRACT EE INSURANCE	$1,175.25
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512102-LIFE INSURANCE	$401.54
2027	100-GENERAL FUND	1530-LEGAL SERVICES	511100-SALARIES	$53,846.15
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512200-FICA	$4,119.38
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512400-RETIREMENT	$7,538.46
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512100-HEALTH INSURANCE	$8,335.43
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512103-CONTRACT EE INSURANCE	$391.75
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512102-LIFE INSURANCE	$178.46
2026	100-GENERAL FUND	1530-LEGAL SERVICES	523201-COMMUNICATIONS	$400.00
2027	100-GENERAL FUND	1530-LEGAL SERVICES	523201-COMMUNICATIONS	$200.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-2450

EMPLOYMENT AGREEMENT

County Attorney

THIS AGREEMENT made and entered into this 13th day of November 2025, by and between **HALL COUNTY, GEORGIA,** hereinafter called "the County", as party of the first part, and **Justin Lawhon**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to, and does hereby, appoint **Justin Lawhon** as **County Attorney for Hall County** effective October 24, 2025, and thus employ the services of Justin Lawhon as the legal representative of Hall County, the Chief Legal Officer of the Hall County government, and the principal advisor to the Board of Commissioners, the Constitutional Officers of Hall County, the County Administrator, the Assistant County Administrators, and the Department Directors of HallCounty; and

WHEREAS, it is the desire of the Board of Commissioners, hereafter called "Commission" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee's morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee's services at such a time as desired by the Board of Commissioners, or its designee; and

WHEREAS, the Employee desires to accept his appointment and employment as **County Attorney** for Hall County**;**

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Appointment and Employment as County Attorney

The County hereby appoints, and agrees to employ, **Justin Lawhon** as **County Attorney for Hall County** effective October 24, 2025. As County Attorney, the Board of Commissioners

_____ Initials

hereby authorizes Justin Lawhon to act to the fullest extent allowed by law as the legal representative of Hall County, the Chief Legal Officer of the Hall County government, and the principal legal advisor to the Board of Commissioners, the Constitutional Officers of Hall County, the County Administrator, the Assistant County Administrators, and the Department Directors of Hall County. The County Attorney shall exercise independent professional judgment in the exercise of his duties on behalf of Hall County pursuant to this agreement.

SECTION 2. Term

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he or she serves at the pleasure of the Board of Commissioners.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental, and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental

_____ Initials

and vision insurance continuation aside from COBRA.

B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the Board of Commissioners that he or she resign, then, in that event, Employee may, at his or her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event the Employee voluntarily resigns his or her position with the County as County Attorney then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his or her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his or her services rendered pursuant hereto an annual base salary of **$175,000.00,** payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The annual base salary and benefits may be reviewed annually by the Board of Commissioners and consideration for increases may be determined based upon the performance of the Employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The Board of Commissioners, or its designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by The Board of Commissioners, or its designee, and Employee. Performance criteria may be added to or deleted from, as The Board of Commissioners, or its designee, may from time to time determine. Further, The Board of Commissioners, or its designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

SECTION 7. **Hours of Work**

It is generally recognized that the position of County Attorney involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his or her full time to the position described in this agreement. With the approval of The Board of Commissioners, or its designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he or she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.

B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County,

including municipal and/or county government office.

C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during his or her term of employment, one will be provided by the Employer. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of $50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for medical, dental, vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his or her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute eight percent (8%) of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. The County shall pay the sum equal to fifty percent of the maximum allowed by law in the calendar year on behalf of the Employee into the Employee's Deferred Compensation Plan, payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the County Attorney. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

SECTION 14. Dues, Subscriptions and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by The Board of Commissioners, or its designee.

B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by The Board of Commissioners, or its designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Attorney. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee.

SECTION 16. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

_____ Initials

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. This agreement will become effective on the 24th day of October 2025, and shall continue thereafter unless or until the agreement is terminated by either party set forth herein.

E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS_____DAY OF_____2025.

HALL COUNTY, GEORGIA

_____

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

ATTEST:

_____ **(SEAL)**

By: Jennifer Rivera
County Commission Clerk

EMPLOYEE:

_____

By: Justin Lawhon

APPROVAL AS TO FORM:

_____

By: Nathaniel R. Anderson, Senior Assistant County Attorney

_____ Initials

HALL COUNTY
GEORGIA *We have it all in Hall*

REQUEST TYPE: FULL-TIME POSITION

1530		Legal Services
Department #		**Department Name**
County Attorney		
Position Title		**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position		Account
$175,000.00	Salary	**511100**
13,388.00	Taxes	**512200**
24,500.00	Retirement	**512400**
32,508.48	Health	**512100**
1,567.00	Dental & Vision	**512103**
454.00	Life	**512102**
126.00	AD&D	**512102**
677.00	Short Term Disability	**512100**
$248,220.48	**Total Additional Personnel Costs**	

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

Total yearly salary will be $175,000, $121,153.85 is the prorated amount estimated to be expended for the remainder of FY 2026. Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. There will be a $50 phone reimbursement per month totaling $600.

AGENDA ITEM

Management Information Systems

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 658/2025

SUBJECT: Approve the Change Order #1 for the monthly phone service cost to RingCentral, Inc. of Belmont, CA. The estimated annual cost is $180,558.00.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: KY

Recommendation:
Approve.

Purpose of Request:

Approve the Change Order #1 for the monthly phone service cost to RingCentral, Inc. of Belmont, CA. The estimated annual cost is $180,558.00.

History:
The current agreement covers 150 RingCentral seats used by the Fire Department, a few one-off County uses (such as fax lines), and MIS for platform learning purposes. The existing agreement amount is $2,106 per month, executed on October 25, 2024.

Facts and Issues:
The change order will add the remaining licenses needed to port all phone nuimbers from AT&T to RingCentral.

Options:

Funding Requested	$ 180,558.00
Are funds within current budget?	Yes
Source of Funds	Multiple
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget

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

Attachments:

Financial Supplement
Signature Request Cover Sheet
RIngCentral Change Order
Ring Central Original Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 658/2025

Funds Requested: $ 180,558.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	523201-COMMUNICATIONS	$180,558.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DS

Phone: 770-531-6707

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 28, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Change Order

Bid/Contract Name: RingCentral Master Services Agreement

Department(s) Requesting Contract: MIS

Award Recipient Name: RingCentral, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☒ Price Increase Requested Increase: $180,558.00

☐ Project/Service Contract FY 26 Estimated Amount:

☐ Product Contract Estimated Amount:

Comment:
This change order is for the monthly phone service cost, not the professional services agreement with Ring Central that the Chairman signed October 23, 2025.
The current agreement covers 150 RingCentral seats used by the Fire Department, a few one-off County uses (such as fax lines), and MIS for platform learning purposes. The existing agreement amount is $2,106 per month, executed on October 25, 2024.
This change order will add the remaining licenses needed to port all numbers from AT&T to RingCentral. It also provides Hall County with $90,270 in free credits, equivalent to about five months of service for the additional licenses (we will continue paying for the original licenses during this time).
These credits allow the County to transition from AT&T to RingCentral without paying for both services concurrently. As a result, the County will realize savings for the first five months as numbers are ported—since

AT&T will stop billing for ported numbers and RingCentral will not bill for those new licenses during the credit period.
The average monthly cost with AT&T for FY26 is just under $22,000. The total average monthly cost for FY26 with both AT&T and the current RingCentral service is about $24,000. Moving from AT&T to RingCentral will save an estimated $70,000 annually once the transition is complete.
It is estimated that the project to take five to six months to complete, with only a few lines potentially remaining into month six due to porting issues, if any.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

RingCentral

CHANGE ORDER FORM

This Change Order Form (**"Change Order"**), amends the previous Order Forms placed under the agreement between RingCentral, Inc. (**"RingCentral"**) and **Hall County Government** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
Hall County Government

PO Box 1435
Gainesville, GA 30503
United States

Kevin York
16783160016
kyork@hallcounty.org
Customer UID: 796114017

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

Service Commitment Period

Start Date for Items Added in this Change Order: Effective as of the last date of signature below.

Initial Term: 60 Months Starting on September 30, 2024

Renewal Term: 12 Months

Payment Schedule: Previous: Monthly, New: Monthly

RingEX Services

Recurring Services						
Summary of Service	**Existing Qty**	**Additional Qty (+/-)**	**Total Qty**	**Rate**	**Change in Service**	**Subtotal**
DigitalLine Unlimited Advanced	**150**	**1,100**	**1,250**	**$12.50**	**$13,675.00**	**$15,625.00**
DigitalLine Unlimited Advanced				$8.50		
Compliance and Administrative Cost Recovery Fee				$3.00		
e911 Service Fee				$1.00		
Poly Edge E550 with 1 E Expansion Module - DaaS	**0**	**10**	**10**	**$6.00**	**$60.00**	**$60.00**
Poly Edge E550 IP Phone - DaaS	**0**	**50**	**50**	**$4.00**	**$200.00**	**$200.00**
Poly Edge E350 IP Phone - DaaS	**0**	**300**	**300**	**$2.00**	**$600.00**	**$600.00**
Poly Edge E220 IP Phone - DaaS	**150**	**475**	**625**	**$1.00**	**$475.00**	**$625.00**
Poly EncorePro 715 DaaS	**0**	**10**	**10**	**$3.50**	**$35.00**	**$35.00**
Additional Local Number	**31**	**0**	**31**	**$0.10**	**$0.00**	**$3.10**
				Monthly Recurring Services*		**$17,148.10**

Please note that if you downgrade or upgrade your entire RingEX plan (i.e, from Standard to Premium, or Advanced to Core), your previous plan will not show on this change order, only your new plan will be shown.

Total Initial Amount	**$17,148.10**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

You will receive 90,270.00 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

IN WITNESS WHEREOF, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer	RingCentral
Hall County Government	**RingCentral, Inc.**
By: _____	By: DocuSigned by: Michael Fiocca DED1147B10E24F7...
Name: _____	Name: Michael Fiocca
Title: _____	Title: Regional Vice President, Public Sector
Date: _____	Date: 10/27/2025

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **Hall County Government** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
Hall County Government

470 Crescent Dr.
Gainesville, GA 30501
United States

Kevin York

kyork@hallcounty.org

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: September 30, 2024

Initial Term: 60 Months

Renewal Term: 12 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	**150**	**$13.00**	**$1,950.00**
DigitalLine Unlimited Advanced		$8.50	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
Poly Edge E220 IP Phone - DaaS	**150**	**$1.00**	**$150.00**
Additional Local Number	**1**	**$0.10**	**$0.10**
10DLC TCR SMS Registration - Non-UCaaS Low Volume Campaign	**1**	**$1.50**	**$1.50**
		Monthly Recurring Services*	**$2,101.60**

One-Time Items			
Summary of Item(s)	**Qty**	**Rate**	**Subtotal**
10DLC TCR SMS Registration - Standard Brand	**1**	**$4.00**	**$4.00**
		One-Time Total	**$4.00**

Total Initial Amount	$2,105.60

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer		RingCentral	
Hall County Government		**RingCentral, Inc.**	
By:		By:	Signed by: Andrew Varasano 16FD0EC9475C4EA...
Name:	Casey Ramsey	Name:	Andrew Varasano
Title:	Asst County Administrator	Title:	AVP of Sales, US
Date:	October 25, 2024	Date:	10/14/2024

APPROVED AS TO FORM
Justin R. Lawhon,
Senior Assistant County Attorney

APPROVED AS TO FORM
Justin R. Lawhon,
Senior Assistant County Attorney

RingCentral

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

Hall County Government ("Customer")	**RingCentral, Inc. ("RingCentral')**
Address:	**Address:**
470 Crescent Dr. Gainesville, GA 30501	20 Davis Drive Belmont, CA 94002
By: [signature] Name: Casey Ramsey Title: Asst County Administrator Date: October 25, 2024	By: Signed by: Andrew Varasano 16FD0EC9475C4EA... Name: Andrew Varasano Title: AVP of Sales, US Date: 10/14/2024

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement (**"Agreement"**) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

   Exhibit A – Definitions

   Attachment A – RingEX Services

   Attachment B – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. **Ordering and Term**

   A. **Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

   B. **Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

      i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html:

      ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and

      iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.

   C. **Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

   D. **Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (**"Initial Term"**). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a **"Renewal Term"**) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed

will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. **Invoicing and Payment**

   A. **Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

   B. **Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

   C. **Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

   D. **Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. **Provision of the Service**

   A. **General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

   B. **Customer Care**

      i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

      ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

      iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

   C. **Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. **Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

E. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: https://www.ringcentral.com/legal/managed-services-attachment.html.

F. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. **Use of the Service**

A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6. Termination

A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Sections 6(A) or 6(c), or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees

C. **Termination for Non-Appropriation.** The continuation of this contract is contingent upon the appropriation of funds by the Hall County Board of Commissioners to fulfill the requirements of the contract. If the Hall County Board of Commissioners fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the Customer except for payments which have been earned prior to the termination.

7. Intellectual Property

A. Limited License

i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services (**"Software"**) to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

i. FEES OWED BY CUSTOMER

ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS

iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT

iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY

v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:

a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

A. RingCentral Warranty. RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. **Dispute Resolution**

A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of GA, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state located in Hall County. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. **Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. **Miscellaneous**

A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. **Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. **Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. **Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. **Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. **Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.

H. **Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute,

transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. **Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. **Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the Beta Evaluation License Agreement and not by this Agreement.

K. **Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

L. **Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

M. **Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. **Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. **Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. **Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. **Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

R. **Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A
DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
    - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
    - Standard management of the Admin Interface within the product.
    - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.
30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the **"Services"**).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. **Tiers of Service.** The Services are made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. **Minute and Calling Credit Bundles.** Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. **Enhanced Business SMS Allotment and Pricing.** Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at https://www.ringcentral.com/support/new-sms-rates.html. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at https://www.ringcentral.com/support/new-sms-rates.html.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. **Directory Listing Service**

RingCentral offers directory listing (the **"Directory Listing Service"**). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (**"Listing Information"**). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **Global RingEX or RingCentral Global Office.** Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html. This section sets forth additional terms and conditions concerning RingCentral's Global RingEX for customers that subscribe to it.

A. **Emergency Service Limitations for Global RingEX**. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral's sole discretion.

C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html. Additional terms or charges may apply, depending on the selected features.

7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at https://www.ringcentral.com/legal/BYOC-service-description.html.

8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

   A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

   B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

   C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

   D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

   E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
RINGCENTRAL SECURITY ADDENDUM

1. **Scope**

This document describes the Information Security Measures (**"Measures"**) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. **Definitions**

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

A. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.

B. **"Customer"** means the entity that entered into the Agreement with RingCentral.

C. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.

D. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.

E. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. **Information Security Management**

A. **Security Program**

RingCentral maintains a written information security program that:

i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.

ii. Is managed by a senior employee responsible for overseeing and implementing the program.

iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.

iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. **Security Policy Management**

RingCentral's security policies, standards, and procedures:

i. Align with information security established industry standards.

ii. Are subject to ongoing review.

iii. May be revised to reflect changes in industry best practices.

C. **Risk Management**

RingCentral:

i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.

ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. **Independent security assessments**

A. **External Audit**

RingCentral:

i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including

a. SOC2 Type II

b. IES/ISO 27001.

ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. **Distribution of Reports**

Copies of relevant audit reports and certifications:

i. Will be provided to Customer on request.

ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

i. An identity verification (SSN trace).

ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.

iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

i. Complete annual training to demonstrate familiarity with RingCentral's security policies.

ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.

iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.

ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.

ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data (**"Secure Areas"**).

ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis (**"24/7"**).

iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.

ii. Reports to be maintained for at least one year as allowed by law.

iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.

iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

i. Perimeter security including fencing/barriers and video surveillance.

ii. Secure access including security guard/reception.

iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.

iv. Redundant utility feeds and support for continuous delivery through backup systems.

v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.

ii. Ensures that RingCentral users have an individual accounts for unique traceability.

iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.

iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.

ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).

iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.

ii. Prevent unauthorized access to Protected Data.

iii. Limit access to users who have a business need to know.

iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.

v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. **Telecommunication and Network Security**

   A. **Network Management**

   RingCentral:

   i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.

   ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.

   iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

   B. **Network Segmentation**

   RingCentral:

   i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

   ii. Ensures separation between environments dedicated to development, staging, and production.

   iii. Restricts access between environments to authorized devices.

   iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

   C. **Network Vulnerability Scanning**

   RingCentral:

   i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

   ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.

   iii. Remediates findings following industry standard timelines.

9. **Operations Security**

   A. **Asset Management**

   RingCentral:

   i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.

   ii. Maintains accountability of assets throughout their lifecycle.

   iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

   B. **Configuration Management**

   RingCentral:

   i. Maintains baseline configurations of information systems and applications based on industry best practices including:

      a. Removal of all vendor-provided passwords.

      b. Remove/disable unused services and settings.

      c. Anti-malware/endpoint protection as technically feasible.

   ii. Enforces security configuration settings for systems used in the provision of the Services.

   iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

   C. **Malicious Code Protection**

   i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.

   ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.

   iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

   D. **Vulnerability, Security Patching**

   RingCentral:

   i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

ii. Ensures quality assurance testing of patches prior to deployment.

iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.

ii. Access to Protected Data is logged.

iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.

iv. Logs are protected against unauthorized access, modification, and deletion.

v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

i. Applies secure development lifecycle practices, including, during design, development, and test cycles.

ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

i. Performs rigorous security testing, including, as technically feasible:

a. static code analysis.

b. source code peer reviews.

c. dynamic and interactive security testing.

d. security logic, or security "QA" testing.

ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).

iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.

iv. Does NOT use Protected Data for testing.

v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.

ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.

iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.

ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.

ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.

iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

i. Public data, data that is generally available or expected to be known to the public.

ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

i. Ensures physical or logical segregation of Protected Data from other customers' data.

ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).

ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.

iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

i. Ensure the secure deletion of data when it is no longer required.

ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.

B. Has a documented incident response plan based on industry best practices.

C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.

D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.

iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.

v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.

vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.

ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.

iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

Carlos Martinez (Finance)

From: Elizabeth White (Finance)
Sent: Friday, August 30, 2024 5:50 PM
To: Carlos Martinez (Finance)
Subject: FW: LP GAS

Follow Up Flag: Follow up
Due By: Wednesday, September 4, 2024 4:00 PM
Flag Status: Completed

Hey Carlos,

When you have some time next week will you see if you or Diana think their budget can handle this change?

Thanks!

Elizabeth White
Assistant Financial Services Director
Hall County Finance
t. 770.297.2656
epwhite@hallcounty.org

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

www.hallcounty.org

From: Jerry Smith (Fire Services) <jesmith@hallcounty.org>
Sent: Wednesday, August 28, 2024 1:46 PM
To: Elizabeth White (Finance) <epwhite@hallcounty.org>
Cc: Beckie Sanders (Fire Services) <bsanders@hallcounty.org>; Bradley Martin (Fire Services) <bmartin@hallcounty.org>; Kevin York (MIS) <kyork@hallcounty.org>
Subject: RE: LP GAS

Thanks Elizabeth. On another utility, MIS has recommended Fire Rescue to change our phone system. I understand the plan if for the whole County to switch in FY26. They want us to change now to save substantial costs. They have told me it could potentially be a savings of around $8,000 per month. We will need to purchase some new phone equipment for the fire stations, training center, and warehouse. The potential cost for all the equipment is just under $9,000.00. With the potential savings, the cost would be much lower. Is there any issues from the Finance side that would prevent us from moving forward on this project?

Carlos Martinez (Finance)

From: Jerry Smith (Fire Services)
Sent: Wednesday, September 11, 2024 2:08 PM
To: Carlos Martinez (Finance)
Cc: Bradley Martin (Fire Services); Kevin York (MIS)
Subject: RE: Fire Rescue Phone System Upgrade

Follow Up Flag: Follow up
Due By: Wednesday, September 11, 2024 10:00 AM
Flag Status: Completed

Carlos,

This is the only generator in our CIP for FY25 and the bid did come in below budget. The $12,870 can go to this other project. I am attaching the cost proposal from RingCentral, this will be the monthly cost for our department when the switch is made. This should be considerably lower than our current phone charge per month. I was thinking this would be charged to our telephone account and not capital. This price does not include the cost of buying the telephones, that is expected to be an estimated $4,020 (phones are $60 each). There is also a cost for POE switches, we need 12 and the cost is $400 each for a total of $4,800. The total cost of phones and switches is $8,800. I was thinking this too could be absorbed in the monthly savings from the phone charges in our telephone account.

Let me know if you have any other questions and what your recommendation is for funding.

Thanks,

Jerry Smith, MA
Fire Chief, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0084
Website: www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

HALL COUNTY HIGHLANDS ISLANDS FIRE RESCUE

From: Carlos Martinez (Finance) <jcmartinez@hallcounty.org>
Sent: Tuesday, September 10, 2024 12:58 PM
To: Jerry Smith (Fire Services) <jesmith@hallcounty.org>
Subject: Fire Rescue Phone System Upgrade

Good afternoon Jerry,

I looked into the potential funding for the phone system upgrade that MIS wanted your department to do this FY. I wanted some clarification on one particular line item for your CIP this year. There is $78,750 budgeted for Fire Station Generators, and I think there is a requisition in or will be for one at station 10 for $65,880. Will this be full amount needed for this generator, or will there be any additional cost? If that's it then the savings of $12,870 can

be used for the phone upgrades. I will just need to check with Taylor if a CA approval form will be required, or if he can approve this CIP change due to the low cost.

Thanks,

Carlos Martinez
Finance Manager
Hall County Government
www.hallcounty.org
jcmartinez@hallcounty.org
770-531-7159 – Phone
770-531-6711 - Fax

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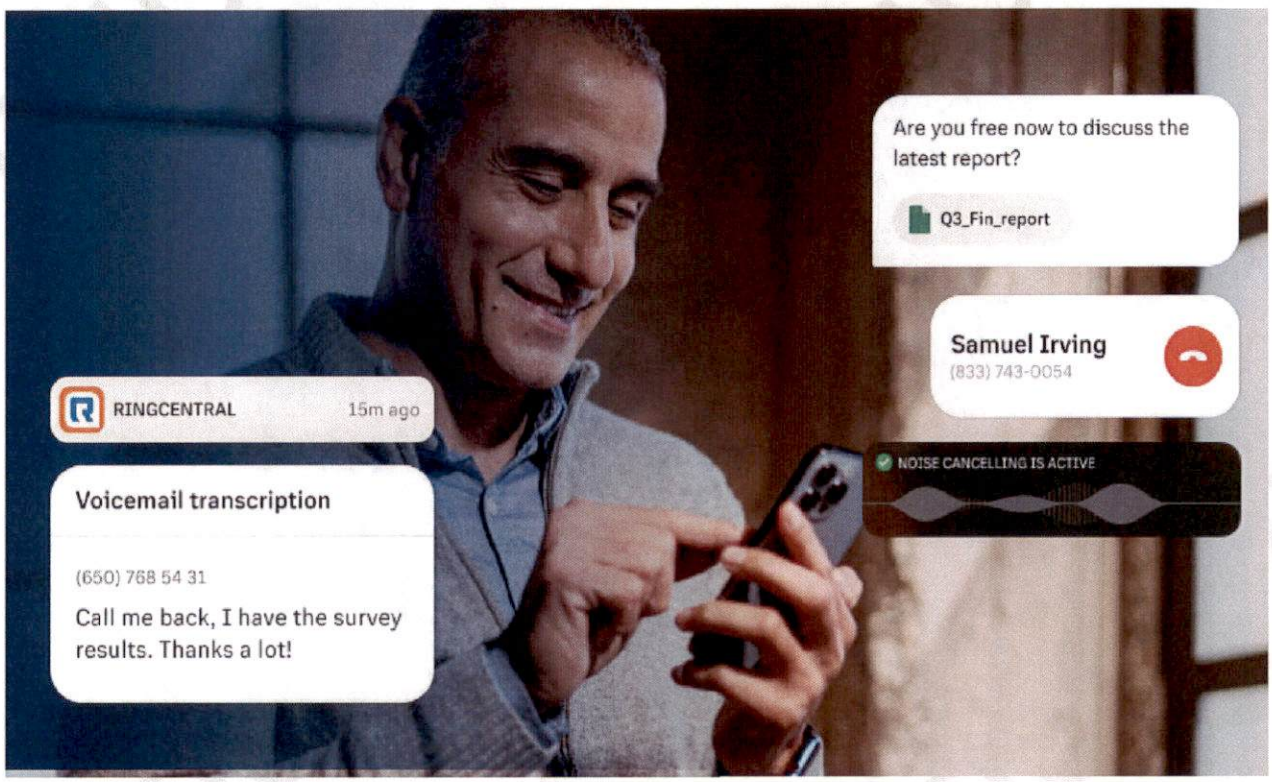
Sales proposal



QUOTE PREPARED FOR

Hall County Government

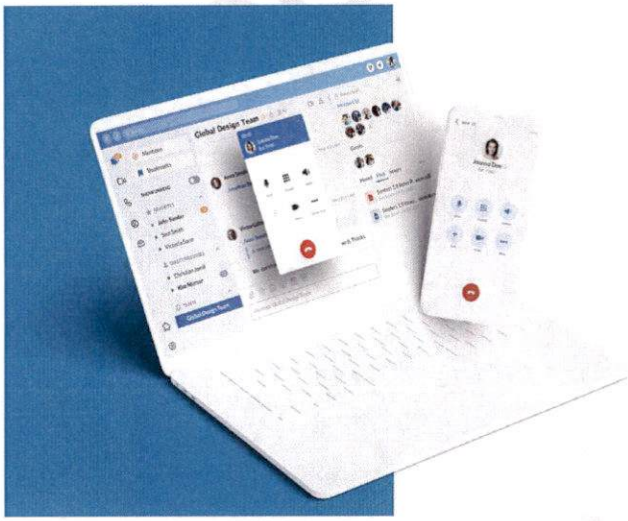
PREPARED BY

Jon Parrott
Senior Account Executive, Education
jon.parrott@ringcentral.com

RingCentral is on a mission to help your organization simplify communications across every mode, any device, for everyone.

Say goodbye to complicated legacy systems and unify your entire workforce with secure, Ai-powered employee and customer experiences from the leader in cloud communications.

We're helping companies across every size and industry make their business-critical communications more intelligent and connected so that employees can be more productive than ever to grow revenue, win and retain customers, and optimize your business.

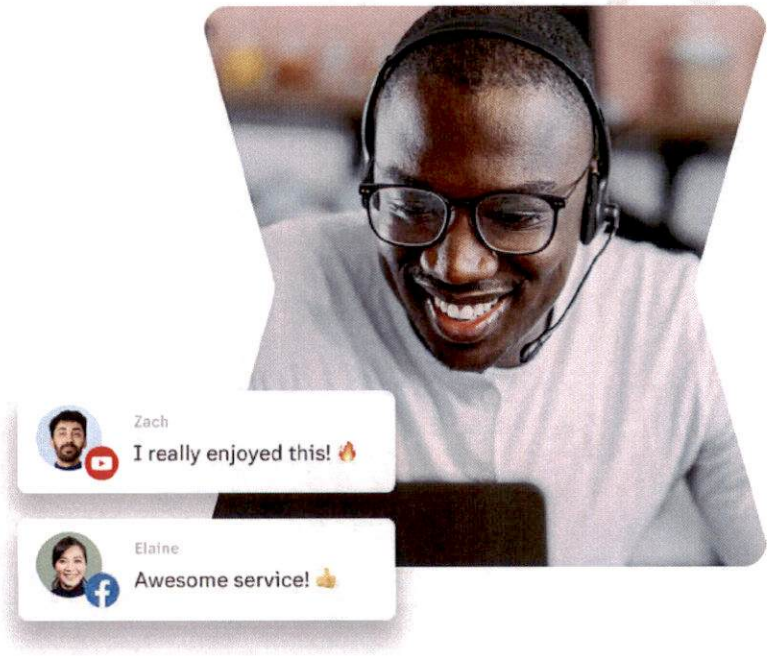


Our cloud-based communications and collaboration platform offers much more than traditional office phone systems, VoIP business phone service, or virtual PBX. With RingCentral's secure, compliant, and reliable business communications, unlock more intelligence, more mobility, more automation, seamlessly integrated workflows across all the apps your business runs on, and powerful business analytics.

It includes a comprehensive set of business capabilities that unify voice, video, team messaging and collaboration, SMS, conferencing and online meetings, contact center, and fax.

Known for the world's leading cloud phone system, but so much more than that.

Fun fact, RingCentral helps **thousands** of enterprises around the world drive revenue growth, employee efficiency, and customer satisfaction by providing **the world's leading cloud phone system deeply integrated with the world's leading cloud contact center.**



RingCentral

RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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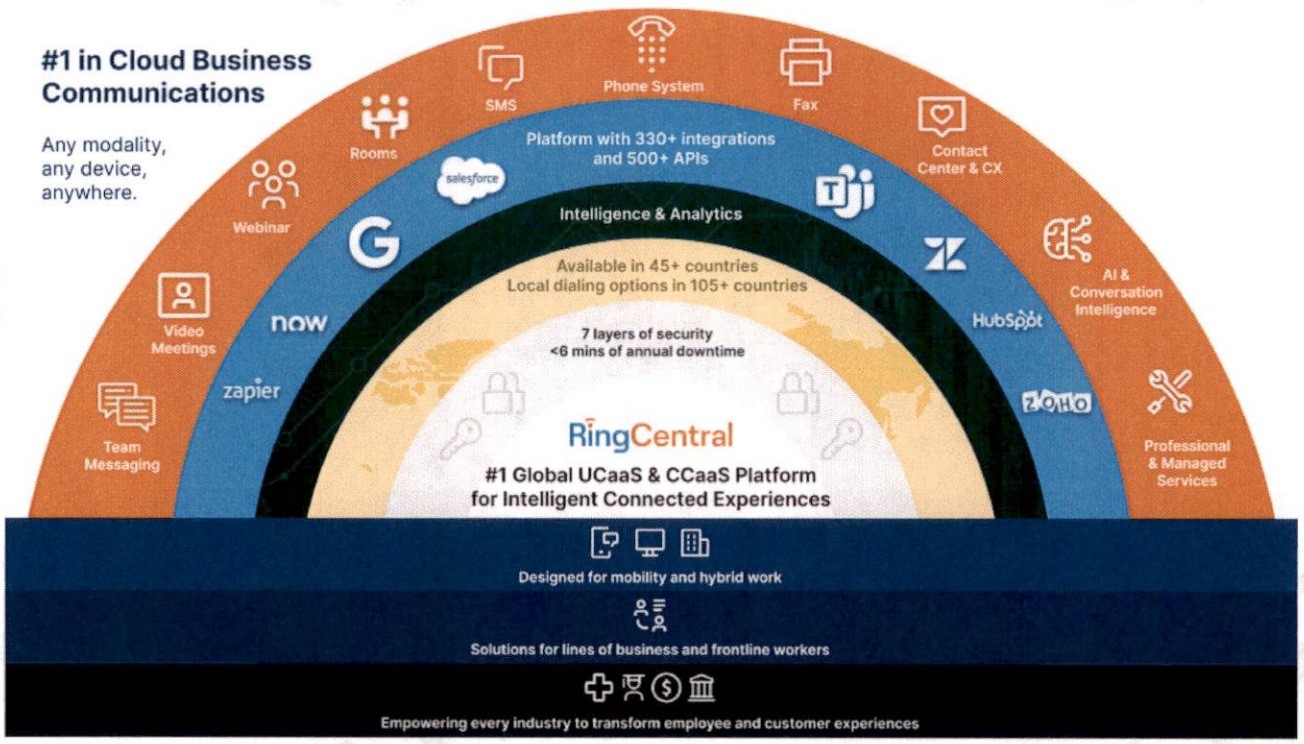

The complete cloud communications and collaboration solution

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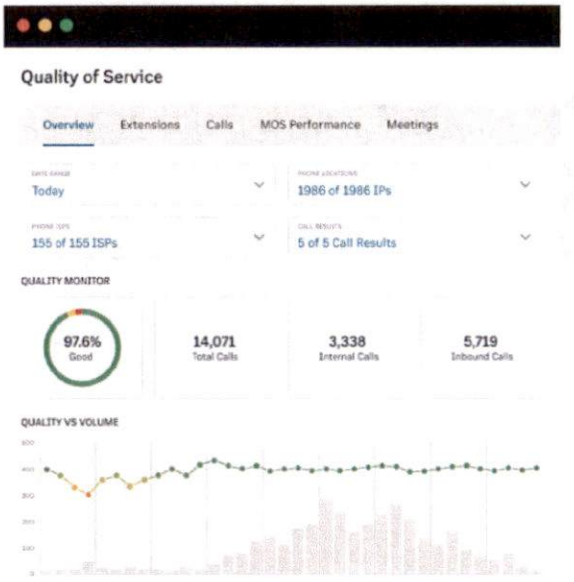
Simplified administration and the industry's leading communications analytics on desktop and mobile

- Manage all offices and users with a single easy-to-use interface from anywhere, including mobile devices
- Enjoy complete administrative control, self-service capabilities for users, and reduced dependence on service providers
- A recent study by The Tolly Group ranked analytics capabilities against leading UCaaS vendors and found that RingCentral was the clear winner.



Industry-leading integrations and APIs to help you solve unique business workflows

- Over 350 ready-to-use integrations with business cloud apps, including the deepest telephony integrations into Microsoft Office 365, Salesforce, ServiceNow, Zendesk, and Google G Suite; for the latest, refer to ringcentral.com/apps
- Developer platform with open APIs and SDKs to enhance business workflows with custom integrations



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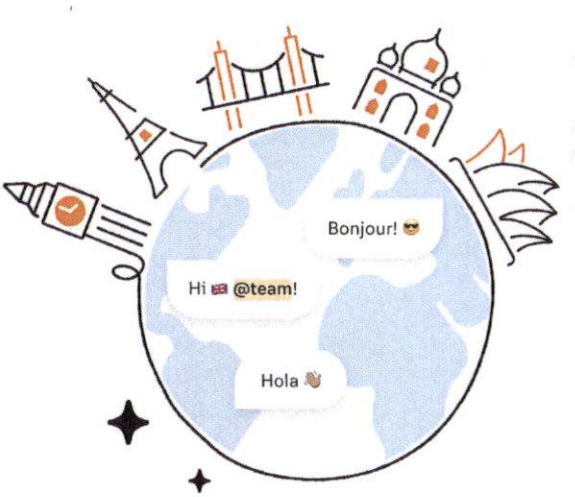
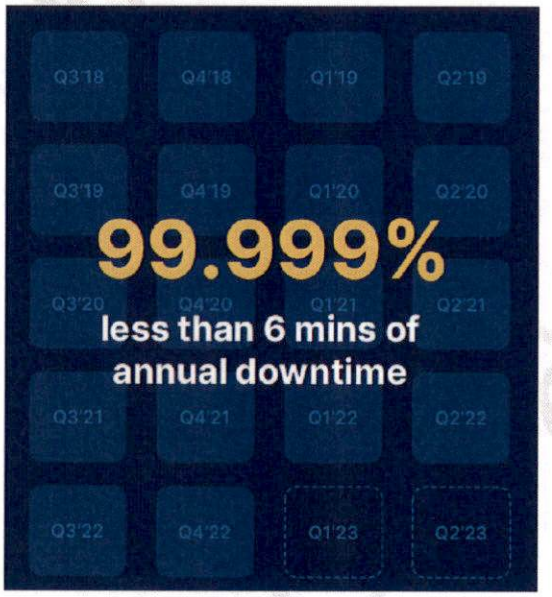
Global availability: Create a virtual presence in over 105 countries, connected offices and teams across 45+ countries.

- Deploy and manage a single solution globally in 45+ countries
- Instantly provision and activate employees in countries with local capabilities
- Number availability in over 105 countries
- Multilingual product and support
- Product localization in 16+ languages and multilingual support



Trusted by 400,000+ customers to ensure secure, compliant, and reliable business-critical communications

- Rigorous information security protection
- Comprehensive data privacy and compliance management
- Best practice security and administrative policy controls
- A proven-track record of delivering 99.999% uptime (less than 6 mins of annual downtime) for 18+ consecutive quarters.



Want to learn more about RingCentral's security posture? Check out our CISO Guide to Cloud Communications Security.

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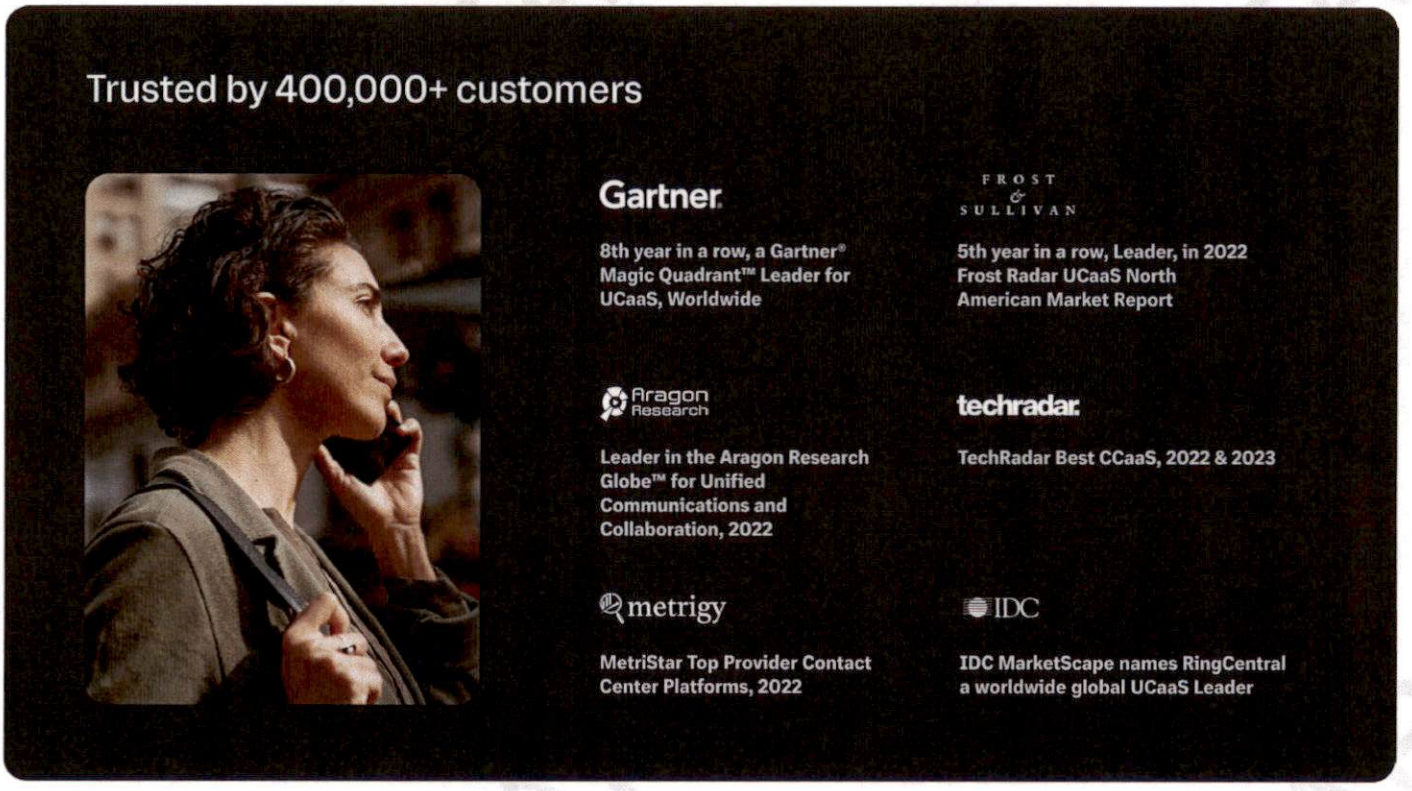
Awards and industry recognition

RingCentral is the secure, reliable, and trusted leader in cloud-based business communications and collaboration solutions.



Resources

RingCentral service portal — login.ringcentral.com

Trust Center — ringcentral.com/trust-center.html

Online training and educational resources — support.ringcentral.com

See our ever growing list of customers and industry-relevant case studies here: ringcentral.com/whyringcentral/casestudies.html

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Budgetary Quote

Prepared for:

Hall County Government
470 Crescent Dr.
Gainesville GA 30501
United States

Kevin York

Sr. Network Administrator

kyork@hallcounty.org

Quote Name:	**Hall County Government 1**
Quote Creation Date:	November 3rd, 2023
Quote Expiration Date:	September 30th, 2024
Estimated Contract Start Date:	September 30th, 2024
Initial Term:	60 Months
Renewal Term:	24 Months
Currency:	USD
Payment Plan:	Monthly

RingEX™ Services

Recurring Services

Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	**150**	**$14.50**	**$2,175.00**
DigitalLine Unlimited Advanced		$10.00	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
Additional Local Number	**1**	**$0.10**	**$0.10**
10DLC TCR SMS Registration - Non-UCaaS Low Volume Campaign	**1**	**$1.50**	**$1.50**
Poly Edge E220 IP Phone - DaaS Lease phone	**1**	**$1.50**	**$1.50**
		TotalMonthlyPrice*	**$2,178.10**

One-Time Items

Summary of Item(s)	Qty	Rate	Subtotal
10DLC TCR SMS Registration - Standard Brand	1	$4.00	$4.00
Poly Edge E220 IP Phone Purchase phone	1	$91.80	$91.80
		One-Time Total*	**$95.80**

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Total Amount*	$2,273.90

*Does not include taxes and fees.

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".

BUDGETARY

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AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 643/2025

SUBJECT: **5111 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 44 townhomes to a PRD** | Commission District 1 | **Steven P. Gilliam, applicant**

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the amended project narrative dated October 24, 2025 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.
4. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
5. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
6. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
7. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.
8. There shall be a mandatory Homeowners' Association (HOA).
9. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
10. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.
11. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.
12. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
15. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
16. Buildings shall have no more than 6 units per building. Each building shall be staggered a minimum of 4 feet from the front setback of adjacent buildings.
17. The development shall be limited to 44 townhome units.
18. All residential driveways shall measure no less than 20 feet from back of right-of-way.
19. There shall be a total of 12 guest parking spaces provided as shown on the site plan dated August 23, 2024.
20. The cluster mailbox unit shall have no less than 6 parking spaces.
21. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.
22. One construction trailer is permitted, provided the conditions of the Hall County Unified Development Code are met.
23. The development shall be subject to all townhome standards as listed in section 7.3.1.F. of the Hall County Unified Development Code.
24. A 50 foot undisturbed buffer shall be maintained along the property line of tax parcel 15038 000010.
25. The developer shall install and maintain a 6 foot high privacy fence or a 6 foot high vinyl coated chain link fence adjacent to the required 50 foot undisturbed buffer. The fence shall be located along the interior edge of the undisturbed buffer.
26. The detention pond at the rear of the property shall be designed to avoid directing stormwater runoff towards tax parcel 15038 000010.

Purpose of Request:

5111 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 44 townhomes to a PRD** | Commission District 1 | **Steven P. Gilliam, applicant**

History:

Facts and Issues:

Remanded to the Board of Commissioners for reconsideration by Hall County Superior Court on October 14, 2025.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Hall County Superior Court Order
Recommendation Report (1/23/25)
Updated Narrative
Site Plan
Plat
Traffic Impact Study
Maps
Renderings
Deed
Updated Water Availability
Updated Sewer Availability
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Email from Steve Gilliam - Basin Map/Pond Flows
Letter - from Bart Jackson (rec'd 1/21/2025)
Email - Re: Proposed Conditions (rec'd 1/21/2025)
Notice Sign

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 27, 2025

Subject: **5111 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 10± acre tract| Zoned AR-IV, Tax Parcel 15038 000076 (pt.) **| Proposed Use: Addition of 44 townhomes to a PRD| Steven P. Gilliam, applicant**

The request before you is from Steven P. Gilliam to rezone from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) for the addition of 44 townhomes to a previously approved development. This item is located within Commission District 1.

This request was denied by the Board of Commissioners on January 23, 2025. On October 14, 2025 the Hall County Superior Court issued a court order requiring the request to be remanded for further consideration by the Board of Commissioners.

At their December 2, 2024 meeting, the Hall County Planning Commission voted to recommend **approval, with twenty-seven (27) conditions (4-0, Johnny Varner absent).**

Staff recommendation: **Approval, with conditions,** as the proposed rezoning is consistent with the expansion of the adjacent Planned Residential Development (PRD) requirements.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in opposition during the public hearing.**

Planning Commission Conditions:

1. Approval of the amended conditions is contingent upon the approval of the Special Use request of 5079 Old Winder Highway (HZCU24-0039).
2. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the project narrative submitted on

October 18, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
8. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.
9. There shall be a mandatory Homeowners' Association (HOA).
10. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.
12. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.
13. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
14. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.

15. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

    "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

16. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
17. Buildings shall have no more than 6 units per building. Each building shall be staggered a minimum of 4 feet from the front setback of adjacent buildings.
18. The development shall be limited to 120 total townhome units.
19. All residential driveways shall measure no less than 20 feet from back of right-of-way.
20. There shall be a total of 51 guest parking spaces provided as shown on the site plan dated August 23, 2024.
21. The cluster mailbox unit shall have no less than 6 parking spaces.
22. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.
23. One construction trailer is permitted, provided the conditions of the Hall County Unified Development Code are met.
24. The development shall be subject to all townhome standards as listed in section 7.3.1.F. of the Hall County Unified Development Code.
25. A 50 foot undisturbed buffer shall be maintained along the property line of tax parcel 15038 000010.
26. The developer shall install and maintain a 6 foot high privacy fence or a 6 foot high vinyl coated chain link fence adjacent to the required 50 foot undisturbed buffer. The fence shall be located along the interior edge of the undisturbed buffer.
27. The detention pond at the rear of the property shall be designed to avoid directing stormwater runoff towards tax parcel 15038 000010.

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
HALL COUNTY, GEORGIA
2025CV000283
CLINT G. BEARDEN
OCT 14, 2025 03:00 PM
Mark Pettitt, Clerk
Hall County, Georgia

IN THE SUPERIOR COURT OF HALL COUNTY

STATE OF GEORGIA

CHURCH OF CHRIST AT CHESTNUT MOUNTAIN, INC. and ATLAS DEVELOPMENT SERVICES, INC.,	)	
Petitioners,	)	Civil Action File No. 2025CV000283
v.	)	
HALL COUNTY, GEORGIA;	)	
Respondent.	)	

ORDER

This matter having come before the Court upon the consent of the parties, it is **HEREBY ORDERED** that this matter be remanded for further consideration of Petitioners' Application to Rezone/Amend Conditions of Planned Residential Development (PRD), Record No. HZON24-0030, by the Board of Commissioners of Hall County at an upcoming public meeting. If the property is rezoned, Petitioner will dismiss this action with each party to bear its own fees and expenses. If rezoning is denied, then this action will resume. The parties will report to the Court following the meeting.

This 14 day of October 2025.

The Honorable Clint G. Bearden
Superior Court of Hall County, Georgia

Prepared By:

Steven P. Gilliam
Georgia Bar No. 294950
sgilliam@sgwmfirm.com
SMITH, GILLIAM WILLIAMS &MILES, P.A.
P.O. Box 1098
Gainesville, GA 30503
T: 770-536-3381
F: 770-531-1481
Counsel for Petitioners

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Steven P. Gilliam

Request ..... Rezone from Agricultural Residential 1 (AR-1) – Previously AR-IV to Planned Residential Development (PRD)

Proposed Use ..... Addition of 38 townhomes to a PRD

Size ..... 10.00± acres

Zoning ..... Current Agricultural Residential -1 (AR-1) – Previously AR-IV | Proposed Planned Residential Development (PRD)

Location ..... **5111 Old Winder Highway |** Tax Parcels 15038 000076 (pt.)

Commission District ..... One

Planning Commission Date ..... December 2, 2024

Staff Recommendation ..... **Approval, with conditions,** as the proposed zoning district is consistent with the expansion of the adjacent Planned Residential Development (PRD, 17.180.060) requirements.

Record Number..... HZON24-0030

Planning Commission Recommendations...... **Approval, with conditions**

Vote: 4-0 (Johnny Varner absent)

Planning Commission Conditions:

1. Approval of the amended conditions is contingent upon the approval of the Special Use request of 5079 Old Winder Highway (HZCU24-0039).
2. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the project narrative submitted on October 18, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding

is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
8. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.
9. There shall be a mandatory Homeowners' Association (HOA).
10. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.
12. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.
13. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
14. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
15. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
16. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
17. Buildings shall have no more than 6 units per building. Each building shall be staggered a minimum of 4 feet from the front setback of adjacent buildings.
18. The development shall be limited to 120 total townhome units.
19. All residential driveways shall measure no less than 20 feet from back of right-of-way.
20. There shall be a total of 51 guest parking spaces provided as shown on the site plan dated August 23, 2024.
21. The cluster mailbox unit shall have no less than 6 parking spaces.
22. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.

23. One construction trailer is permitted, provided the conditions of the Hall County Unified Development Code are met.
24. The development shall be subject to all townhome standards as listed in section 7.3.1.F. of the Hall County Unified Development Code.
25. A 50 foot undisturbed buffer shall be maintained along the property line of tax parcel 15038 000010.
26. The developer shall install and maintain a 6 foot high privacy fence or a 6 foot high vinyl coated chain link fence adjacent to the required 50 foot undisturbed buffer. The fence shall be located along the interior edge of the undisturbed buffer.
27. The detention pond at the rear of the property shall be designed to avoid directing stormwater runoff towards tax parcel 15038 000010.

Excerpts from the minutes of the December 2, 2024 meeting

Applicant's Presentation:

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

Steve Gilliam, 340 Jesse Jewell Parkway, Suite 300, Gainesville, presented the request. The applicant is requesting to rezone 10.00± acres of property zoned Agricultural Residential-1 (AR-1)/Previously AR-IV to Planned Residential Development (PRD) in order to add 38 townhomes to an existing Planned Residential Development (PRD) with a gross density of 4.00± units per acre. The development site consists of two parcels with a combined total of 30.02± acres. On July 11, 2024, the adjacent parcel (15038 000059) was approved for rezoning from Residential I (R-I) to Planned Residential Development (PRD) by the Hall County Commission on July 11, 2024, for an 82-unit townhome development (HZON24-0002) with an overall density of 4.10 dwelling units per acre subject to twenty-one conditions.

Public Forum:

Jill Cooper, 5125 Old Winder Highway, Braselton, spoke in opposition. Concerns raised were traffic, privacy, and the development's detention pond water runoff.

Rebuttal

The applicant addressed they would follow any improvements required after the traffic impact study.

Cameron Henderson, 4641 Quailwood Drive, Flowery Branch, explained that the topography will direct the water from the development's detention pond into the creek which is located on the property behind the subject development.

Planning Commission Comments:

Mr. Braswell questioned whether a 50 foot undisturbed buffer would be better suited between the development and Ms. Cooper's property. The applicant agreed. Mr. Sosebee asked if the applicant would be okay with installing a fence along Ms. Cooper's property line. The applicant said they would prefer farm fencing for the aesthetics but was open to the board's direction. The Planning Commission discussed with Mr. Henderson how the development's topography would impact stormwater runoff from the detention pond to the creek. Mr. Hunt asked if the sewer system would be gravity flow. The

applicant stated it will. Mr. Sosebee asked Ms. Cooper for her preference of fence style for the separation of the two properties. Ms. Cooper stated either chain-link or a solid privacy fence would be acceptable.

Motion:** A motion to approve, with conditions was made by Frank Sosebee and seconded by Gina Pilcher*. ***Vote: (4-0, Johnny Varner Absent)

Conditions:

1. Approval of the amended conditions is contingent upon the approval of the Special Use request of 5079 Old Winder Highway (HZCU24-0039).

2. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the project narrative submitted on October 18, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.

4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.

6. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.

7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

8. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.

9. There shall be a mandatory Homeowners' Association (HOA).

10. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).

11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.

12. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.

13. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.

14. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.

15. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

16. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

17. Buildings shall have no more than 6 units per building. Each building shall be staggered a minimum of 4 feet from the front setback of adjacent buildings.

18. The development shall be limited to 120 total townhome units.

19. All residential driveways shall measure no less than 20 feet from back of right-of-way.

20. There shall be a total of 51 guest parking spaces provided as shown on the site plan dated August 23, 2024.

21. The cluster mailbox unit shall have no less than 6 parking spaces.

22. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.

23. One construction trailer is permitted, provided the conditions of the Hall County Unified Development Code are met.

24. The development shall be subject to all townhome standards as listed in section 7.3.1.F. of the Hall County Unified Development Code.

25. A 50 foot undisturbed buffer shall be maintained along the property line of tax parcel 15038 000010.

26. The developer shall install and maintain a 6 foot high privacy fence or a 6 foot high vinyl coated chain link fence adjacent to the required 50 foot undisturbed buffer. The fence shall be located along the interior edge of the undisturbed buffer.

27. The detention pond at the rear of the property shall be designed to avoid directing stormwater runoff towards tax parcel 15038 000010.

Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. Approval of the amended conditions is contingent upon the approval of the Special Use request of 5079 Old Winder Highway (HZCU24-0039).

2. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the project narrative submitted on October 18, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.

4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.

6. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.

7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

8. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.

9. There shall be a mandatory Homeowners' Association (HOA).

10. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).

11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.

12. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.

13. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.

14. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.

15. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

16. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

17. Buildings shall have no more than 6 units per building. Each building shall be staggered back 4-5 feet from the front setback of adjacent buildings.

18. The development shall be limited to 120 total townhome units.

19. All residential driveways shall measure no less than 20 feet from back of right-of-way.

20. There shall be a total of 51 guest parking spaces provided as shown on the site plan dated August 23, 2024.

21. The cluster mailbox unit shall have no less than 6 parking spaces.

22. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.

23. One construction trailer is permitted, provided the conditions of chapter 17.210 of the Zoning Code are met.

Summary Analysis

The applicant is requesting to rezone 10.00± acres of property zoned Agricultural Residential-1 (AR-1)/Previously AR-IV to Planned Residential Development (PRD) in order to add 38 townhomes to an existing Planned Residential Development (PRD) with a gross density of 4.00± units per acre. The development site consists of two parcels with a combined total of 30.02± acres. The applicant has a concurrent request for the adjacent parcel (15038 000059) to amend conditions of zoning to allow for the expansion of the PRD and the addition of 38 townhomes to a Planned Residential Development (HZCU24-0039).

On July 11, 2024, the adjacent parcel (15038 000059) was approved for rezoning from Residential I (R-I) to Planned Residential Development (PRD) by the Hall County Commission on July 11, 2024, for an 82-unit townhome development (HZON24-0002) with an overall density of 4.10 dwelling units per acre subject to the following 21 conditions:

1. The property shall be developed in accordance with the site plan dated July 10, 2024, and described in the project narrative submitted on July 10, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of the site plan approval.
2. The development shall be limited to 82 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the edge of right of way.
7. Garage door width shall not exceed 70% of the width of the front façade of the residence.
8. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
9. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
10. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
11. There shall be a mandatory Homeowner's Association (HOA).
12. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
13. All roadways within the development shall be designated and constructed to the Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.
14. The developer shall be responsible for obtaining all of the necessary permits as well as all costs associated with the improvements recommended by the traffic study impact study, such as but not limited to the construction of a left and right turn lane on state route 211 (aka Old Winder Highway).

15. All stream buffers must be fully within the Homeowner's Association (HOA) common space and shall not be included on individual residential building lot.
16. There shall be 43 guest parking spaces provided as shown on the site plan dated July 10, 2024.
17. The cluster mailbox unit shall have no less than 5 parking spaces.
18. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
19. The following statement regarding potential impacts of agricultural operations in the area shall be made part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
20. All conditions of zoning shall be made part of any plats or construction plans created for the property.
21. Buildings shall have no more than 6 units per building. Each building shall be staggered back 4-5 feet from the front setback of adjacent buildings

Per the submitted site plan and narrative, the dimensions of each townhome will be 24 feet wide and 50 feet in depth, with a minimum of 1,800 square feet of heated floor area per unit. Each townhome will include a front-entry two-car garage and a rear patio. The narrative indicates that the front entry garages will not exceed 70 percent of the townhome front façade. Two-car driveways will front each residence, measuring 16 feet wide and set back a minimum of 22 feet from the sidewalk.

The site plan provided by the applicant shows a single access point to serve the development from Old Winder Highway. Sidewalks measuring 5 feet in width are provided on both sides of the streets throughout the development to provide internal pedestrian connection. The site plan depicts open space to be 52% of the total site area.

The development standards for the project are described in the table below and are compared with the Planned Residential Development (PRD) requirements:

Development Standard	**Original Approval**	**Proposed Addition to the Development**	**Overall Development**	**PRD Requirement**
Site Area	20.02± acres	10.00± acres	30.02± acres	Complies
Number of Units	82 attached townhouse units	38 attached townhouse units	120 townhome units	N/A
Density	4.10 U/A	3.80 U/A	4.00 U/A	N/A
Open Space	11.20 acres	4.40 acres	15.60 acres	Complies
Amenities	2 parks	2 parks	4 parks	Complies
Mail Kiosk (CBU)	1 with 4 parking spaces	2 additional parking spaces	1 with 6 parking spaces	Complies
Guest Parking (Not including CBU parking)	43 parking spaces	2 additional parking spaces	45 parking spaces	Complies

Stormwater Management	1 stormwater pond	1 stormwater pond	2 stormwater ponds	N/A
Minimum Lot Depth	100 feet	87 feet	87 feet	N/A
Temporary Sales Office	0	1	1	N/A
Construction Trailer	0	1	1	N/A

The applicant has proposed four separate park areas as amenities within the development. A cluster mailbox unit (CBU) will be installed in the center of the development with 6 parking spaces proposed. Parking standards require at least five short-term parking spaces designated for CBU users (6.1.6.10.d).

Per the submitted narrative, water service will be provided by City of Gainesville Department of Water Resources, and sanitary sewer services will be provided by Hall County Sewer. The availability of the water service was confirmed in a letter dated September 20, 2024. The availability of the sanitary sewer services was confirmed in a letter dated September 17, 2024. The letter also mentions the connection to the sewer tie-in is required to be performed by the developer at their cost. Hall County Public Works Department has provided comments stating that a stormwater management report may be required..

Based on the future land-use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of Regional Activity Nodes & Corridors. The intent of this character area is to include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county; new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the BOC.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal is consistent with the previous approval for the adjacent Planned Residential Development on July 11, 2024.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed residential use will adversely affect adjacent properties.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned, Agricultural Residential-1(AR-1) and is currently undeveloped.**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **It is not anticipated that**

the proposed zoning use will result in an excessive or burdensome use of existing infrastructure. The proposal has received availability letters for both water and sewer to service this development.

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is not consistent with the Comprehensive Plan and the "Regional Activity Nodes & Corridors" land use designation, which envisions a maximum density of up to 16 dwelling unit per acre at the discretion of the Board of Commissioners. The proposed development has an overall density of 4.00± units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **The adjacent parcel (Tax Parcel 15038 000059) was rezoned to Planned Residential Development (PRD) on July 11, 2024.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD). Per the Official Code of Hall County, Planned Development Districts the Planned Development District is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and varied housing.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support an attached, single-family residential use based on the Future Land Use Map. However, the development as proposed cannot be developed without rezoning.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result, are subject to local, state, and federal regulations. There should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

11.2.6.E. - Submission requirements

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in Table 11.2.1 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 11.2.6.E.]. **The proposal provides a narrative outlining the intent of the development.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the

planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

C. For any application for a slow rate land treatment system (see section 11.2.6.E.2.c), the following additional requirements apply. **The proposed development will utilize public water and sewer; as such, this is not applicable.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The applicant submitted a traffic study conducted by Southeastern Engineering, Inc. which recommended that both a left and right-turn lane be constructed on State Route 211 (aka Old Winder Highway).**

Development Support and Constraints

Hall County Environmental Health
In an email dated October 3, 2024, Emily McGahee stated "No comment. Public sewer."

Hall County Fire Marshal
In an email dated October 4, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Public Works and Utilities
In a memorandum from Public Works and Utilities dated October 3, 2024, Bill Nash, Director, stated the following:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffers and impervious setbacks from wrested vegetation not centerline of stream.

Traffic:
GDOT permit is required, on street parking is prohibited without a variance, and mail kiosk site does not meet Hall County Standards.

Utilities:
Off site easement required, system extension at developments expense.

Georgia Department of Transportation
In an email dated October 1, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is required.

SMITH GILLIAM
WILLIAMS & MILES

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Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5111 Old Winder Highway – 10.00 Acres

Amended October 24, 2025

LOCATION – 5111 Old Winder Highway (Hwy 211)
Braselton, GA 30517

APPLICANT – ADC Venture 5, LLC

CURRENT ZONING – AR-IV

PROPOSED ZONING – PRD

ACRES – 10.0 Acres

SUMMARY

The accompanying Application seeks a Rezoning from AR-IV to PRD for 10.00 acres of undeveloped property located at 5111 Old Winder Highway in Braselton, Hall County. The intent is to develop up to 44 townhome units of quality, 24' wide traditional single-family fee simple townhomes with an amenity area and above the required minimum of 30% open space. The proposed use is consistent with the Hall County Comprehensive Plan for residential use and appropriate for Hall County's Planned Residential Development (PRD) District for this location, which is residential and mixed-use corridor.

This Application accompanies the contiguous tract located at 5079 Old Winder Highway, which was approved for rezoning by the Hall County Board of Commissioners on July 11, 2024 (See Hall County Board of Commissioners Approval Letter attached as Exhibit "A"). The total number of units between 5111 Old Winder Highway and 5079 Old Winder Highway shall not exceed 120 townhome units. This will allow flexibility to move the townhome units between the two tracts as needed once engineering has been completed and construction begins.

SITE DESCRIPTION

The overall tract is 10 acres contiguous to 5079 Old Winder Highway and located behind the Church of Christ at Chestnut Mountain. The water is provided by the City of Gainesville, and Hall County will provide sewer. There are no known impediments to its successful development for the purposes intended. All roadways within the development shall be designed and

constructed to Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.

ADJACENCIES & ACCESS

The property is surrounded by residential zonings (AR-IV) to the north, to the east, and to the south. Access to the property is from Old Winder Highway (SR 211), a two-lane, paved and state-maintained roadway that connects to Winder Highway (SR 53) and Friendship Road (SR 347).

PROJECT DIMENSIONAL STANDARDS

Parcel Size	10.00 acres
Proposed Number of Lots	44
Proposed Density	4.0 units/acre
Proposed Open Space	15.6 acres (52%)
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Minimum Lot Size	2,088 sq ft
Amenities	1 Park
Storm Water Management Areas	1
Minimum Lot Width	24 ft
Minimum Setback from Sidewalk	22 ft from garage door to back of sidewalk
Internal Side Setback	0 ft
Minimum Rear Yard Setback from Property Line	0 ft
Sidewalks – Both Sides of the Street	5 ft
Garage % of Front Façade	70%
Minimum Lot Depth	87 ft
PRD Buffer	50 ft
Impervious Stream Buffer	50 ft
Stream Setbacks	75 ft
Mail Kiosk (CBU)	1 with 6 additional parking spaces on the adjoining 20-acre tract
Minimum Heated Floor Area	1,800 sq ft
Front Setback from Right of Way	17 ft, 10 ft on corner streets
Side Separation from Foundation to Foundation	20 ft between buildings

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with masonry (brick or stone), wood, or fiber cement/Hardi-plank type siding. The garage doors shall not exceed 70% of the front façade. The builder intends to build:

- Single Family Fee Simple attached dwellings with two-car garages (garage width not to exceed 70% of front building width)
- Front facades with a combination of masonry and fiber cement siding materials
- Side and rear facades with masonry, fiber cement siding, or shake siding
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering
- Each building will be offset 4-5 feet from the neighboring buildings.
- All buildings contain four units.

INTERNAL SIGNAGE

The Developer and/or builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat.

AMENITIES

- 1 Park
- Guest Parking Spaces in 10-acre Tract: 6
- Total Guest Parking Included in Both Tracts: 49

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as Exhibit "B". The plan is considered conceptual in nature, and as such, may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

TRAFFIC IMPACT SUDY

The following recommendation is from Southeastern Engineers dated February 22, 2024:

SR 211 Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.

- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- No other roadway improvements are recommended for this development.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the PRD master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PRD zoning request would lack objective justification and would result only from neighborhood opposition, which

would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant / Owner reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this requested Rezoning to PRD to the existing AR-IV zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Applicant

Steven P. Gilliam
Smith, Gilliam, Williams & Miles, P.A
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501
770-536-3381
sgilliam@sgwmfirm.com

Additional Contact

Cameron Henderson
Georgia South Development, LLC
390 Brogdon Road
Suwanee, GA 30024
678-978-6782
cameron@atlaslanddev.com

Hall County Government
BOARD OF COMMISSIONERS

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

July 22, 2024

Steven P. Gilliam
PO Box 1098
Gainesville, GA 30503

RE: **Rezone Application**

Dear Steven P. Gilliam:

Please be advised that in its Voting Meeting on July 11, 2024, the Hall County Board of Commissioners voted to approve the following application with conditions.

5079 Old Winder Highway | Rezone | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 **| Proposed Use: 105-unit townhome development |** Commission District 1 **| Steven P. Gilliam, applicant**

Conditions:

Conditions:

1. The property shall be developed in accordance with the site plan dated July 10, 2024, and as described in the project narrative submitted on July 10, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall be limited to 82 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the edge of right of way.
7. Garage door width shall not exceed 70% of the width of the front façade of the residence.
8. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.

Exhibit "A"

9. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
10. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
11. There shall be a mandatory Homeowners' Association (HOA).
12. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
13. All roadways within the development shall be designed and constructed to Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.
14. The developer shall be responsible for obtaining all of the necessary permits as well as all costs associated with the improvements recommended by the traffic impact study, such as but not limited to the construction of a left and right turn lane on state route 211 (aka Old Winder Highway).
15. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
16. There shall be 43 guest parking spaces provided as shown on the site plan dated July 10, 2024.
17. The cluster mailbox unit shall have no less than 5 parking spaces.
18. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
19. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
20. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
21. Buildings shall have no more than 6 units per building. Each building shall be staggered back 4-5 feet from the front setback of adjacent buildings.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Beth Garmon, Planning & Zoning Director

Freidoon Hojat Kashani
Torkane Hojat Kashani
7090 Greatwood Hollow
Alpharetta, GA 30005

Atlas Land Development
Attn: Cameron Henderson
554 West Main Street, Suite 700
Buford, GA 30518

SITE SUMMARY

APPROXIMATE SITE AREA = 30.0 AC.

PROPOSED ZONING = PRD

USE = TOWNHOUSES (FEE SIMPLE)

TOTAL UNITS = 120 LOTS (24' x 50')

SITE DENSITY = 4.0 UNITS/ACRE

OPEN SPACE = 15.6 ACRES (52%)
(30% MINIMUM OPEN SPACE REQUIRED)
(INCLUDES ALL BUFFERS BUT NOT POND)

MIN. LOT SIZE = 2,088 SF (24' X 87')
MIN. LOT WIDTH = 24' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

P.O.B.
N01°10'48"E--1442.95'
TO THE CENTERLINE INTERSECTION
OF DAY LILY DRIVE AND GEORGIA
HIGHWAY No.211

GEORGIA HIGHWAY NO.211
A.K.A. OLD WINDER HIGHWAY
APPARENT 80' RIGHT-OF-WAY

75' IMPERVIOUS SETBACK
50' STREAM BUFFER
EX. STREAM
WETLAND AREA PER FEATURE MAP FOR 5079 OLD WINDER HIGHWAY, BY RIVERBEND ENVIRONMENTAL, DATED JANUARY 17, 2024.
N83°47'38"E 1452.51'
23' HIGH RET. WALL
50' PRD BUFFER
50' STREAM BUFFER
75' IMPERVIOUS SETBACK
50' STREAM BUFFER
75' IMPERVIOUS SETBACK
3/8"RBF
1/2"RBF
ROCK
SET 1/2" REBAR 156.90'
WOOD STAKE
CREEK
TOP OF BANK
18" CMP
N/F PARCEL#5038 000005 JOSHUA REAVES D.B.7932, PG.774 ZONED AR-1

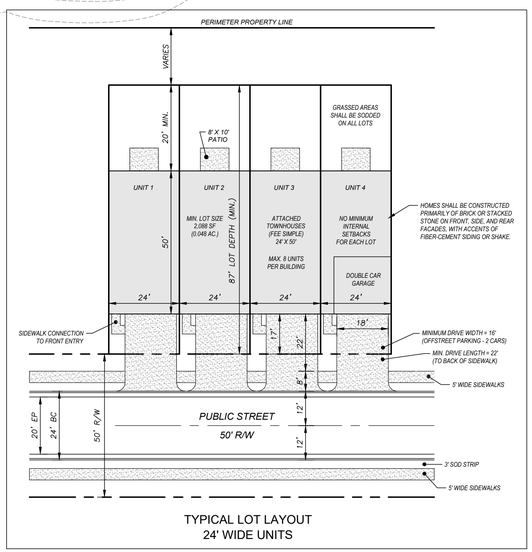
STORM WATER POND
LOT = 1.35 AC.

MONUMENT SIGN
12% SLOPE ON ROAD INTO SITE
50' PRD BUFFER
250' DECEL LANE
N02°39'53"E L=85.42' R=2372.33' CH=85.41' 2°03'47"
1/2"RBF
P.O.B.
S08°12'36"E--9542.97'
TO THE CENTERLINE INTERSECTION
OF UNION CHURCH ROAD AND
GEORGIA HIGHWAY No.211
100' TAPER

20.000 ACRES
(INCLUDES EASEMENTS WITHIN)

PARK AREA
MAIL KIOSK
PARK AREA
50' PRD BUFFER
S80°59'38"W 1873.51' R@:1874.01'
9' HIGH WALL
15' HIGH WALL
PARK AREA
PARK AREA
STORM WATER POND
LOT = 1.10 AC.
10.00 ACRES
50' PRD BUFFER
N/F PARCEL#5038 000076 CHURCH OF CHRIST AT CHESTNUT MOUNTAIN D.B.7927, PG.774 ZONED AR-1
N/F PARCEL#5038 000011A ROAD ATLANTA, LLC D.B.7058, PG.411 ZONED POD
S45°00'00"E 574.4'
36" MARKED OAK
36" MARKED OAK
POWER POLE
P.SSMH-1H
FUTURE MH
OUTFALL SEWER CONNECTION
P.SSMH-1G
P.SSMH-1F
P.SSMH-1E
P.SSMH-1D
P.SSMH-1C
P.SSMH-1A
75' IMPERVIOUS SETBACK
50' STREAM BUFFER
EXISTING EASEMENT
EXISTING FORCE MAIN
MANHOLE RIM=952.72' IN=936.77'
EXISTING GRAVITY SEWER
CREEK
TOP BANK
DRAW

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120



TYPICAL LOT LAYOUT
24' WIDE UNITS

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

SURVEY REFERENCE
BOUNDARY INFORMATION SHOWN PER HALL COUNTY TAX MAPS

Exhibit "B"

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

ATLAS DEVELOPMENT
TOWNHOUSE PROJECT
GA. HWY. 211 TRACT

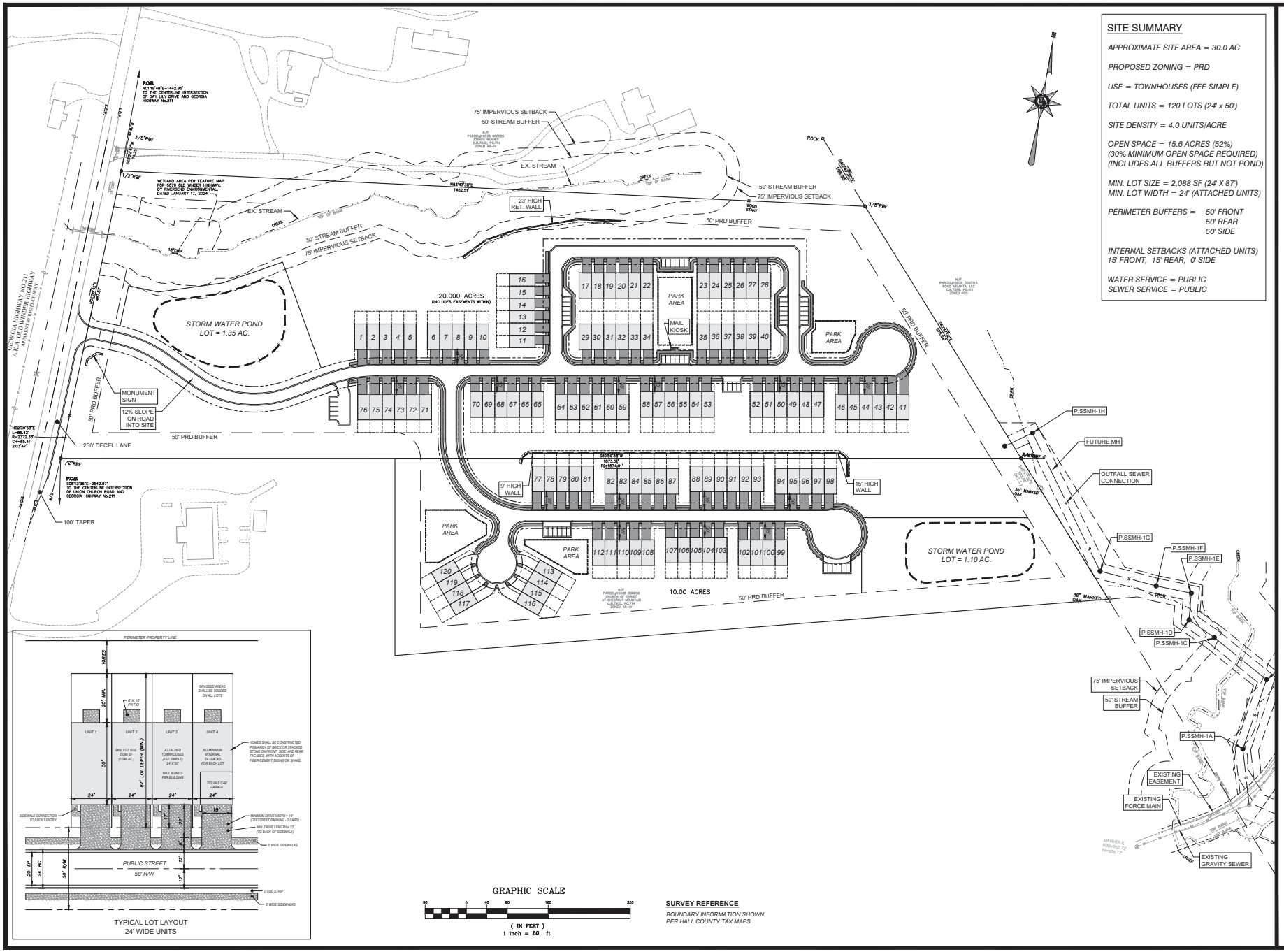
PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL
SEWER PLAN

JOB NUMBER	DATE
24103	8-23-2024

DATE	NO	REVISION

RZ-1



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(INCLUDES ALL BUFFERS BUT NOT POND)

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MIN. LOT WIDTH = 24' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER HALL COUNTY TAX MAPS

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

ATLAS DEVELOPMENT TOWNHOUSE PROJECT GA. HWY. 211 TRACT

PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

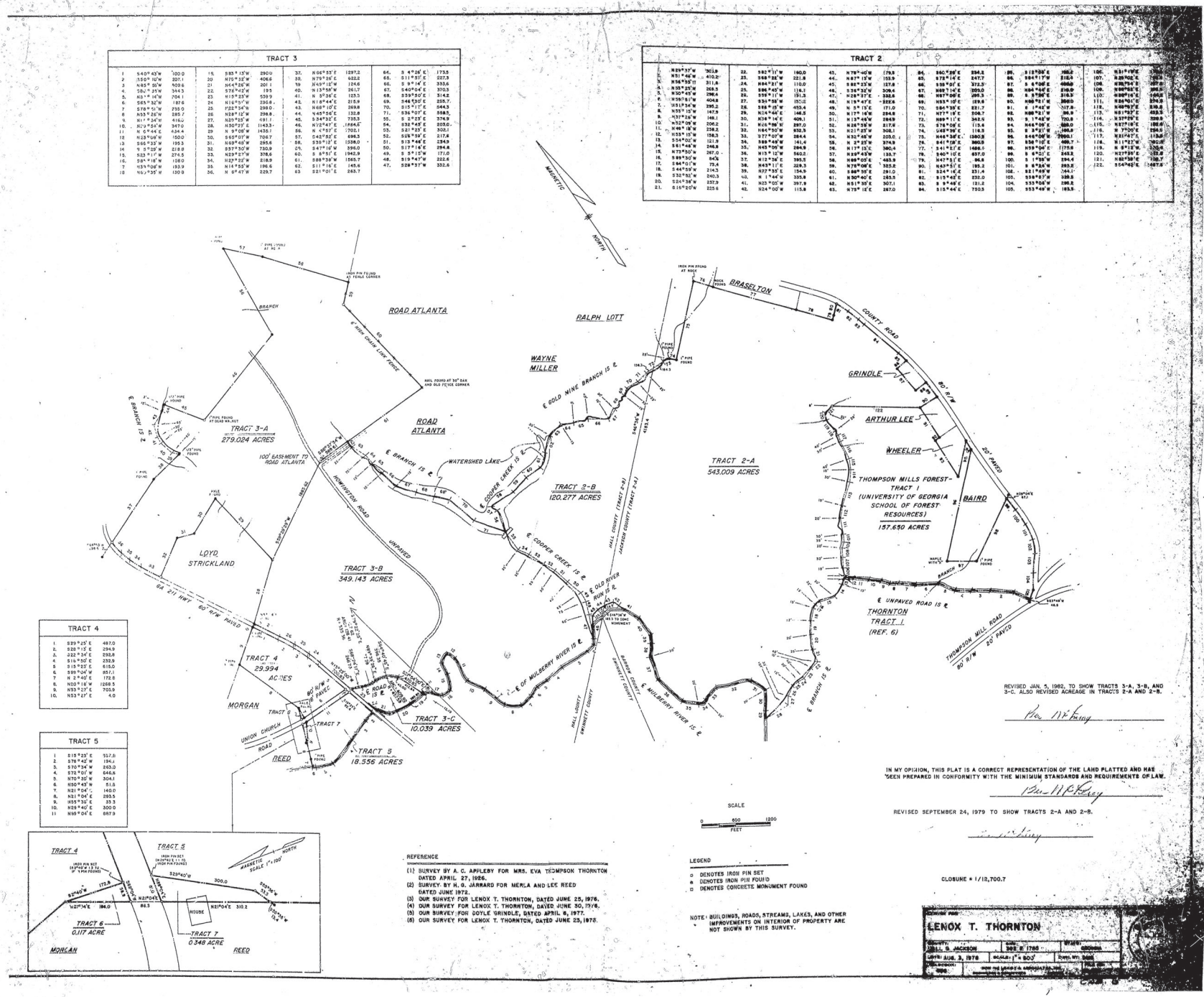
CONCEPTUAL SEWER PLAN

JOB NUMBER	DATE
24103	8-23-2024

DATE	NO	REVISION

12.2.2024 - Item 5

RZ-1



TRACT 3											
1.	S 40° 43' W	100.0	15.	S 83° 15' W	290.0	37.	N 66° 55' E	1297.2	64.	S 4° 26' E	1735
2.	S 50° 10' W	207.1	20.	N 75° 32' W	406.6	38.	N 79° 26' E	622.2	65.	S 11° 51' E	227.3
3.	N 85° 50' W	409.6	21.	N 64° 26' W	201.1	39.	N 49° 15' W	124.6	66.	S 9° 14' E	333.6
4.	S 82° 25' W	344.3	22.	S 76° 42' W	195	40.	N 13° 58' W	261.7	67.	S 40° 04' E	370.3
5.	N 2° 16' W	704.1	23.	N 15° 25' W	539.9	41.	N 5° 26' E	103.3	68.	S 39° 50' E	514.2
6.	S 65° 32' W	187.6	24.	N 16° 51' W	330.8	42.	N 16° 44' E	215.9	69.	S 46° 30' E	255.7
7.	S 78° 51' W	235.0	25.	N 22° 34' W	298.0	43.	N 68° 10' E	269.8	70.	S 15° 15' E	544.9
8.	N 53° 26' W	285.7	26.	N 28° 12' W	296.8	44.	N 45° 56' E	132.8	71.	S 36° 01' E	358.5
9.	N 1° 34' W	416.0	27.	N 35° 25' W	491.1	45.	S 34° 32' E	735.3	55.	S 2° 25' E	574.9
10.	N 2° 56' W	347.0	28.	N 50° 25' E	1143.3	46.	N 12° 47' E	1864.5	54.	S 32° 45' E	203.0
11.	N 6° 44' E	434.4	29.	N 9° 08' W	1435.1	56.	N 4° 51' E	1702.1	53.	S 21° 25' E	302.1
12.	N 23° 08' W	150.0	30.	S 65° 01' W	704.7	57.	S 42° 52' E	696.3	52.	S 28° 59' E	217.8
13.	S 54° 02' W	121.9	31.	N 69° 46' W	295.6	58.	S 39° 13' E	1038.0	51.	S 13° 46' E	234.9
14.	S 81° 48' W	248.8	32.	S 37° 30' W	730.9	59.	S 47° 16' E	396.0	50.	S 17° 16' E	284.6
15.	N 73° 30' W	267.0	33.	N 29° 27' W	378.6	60.	S 8° 51' W	1942.9	49.	S 5° 15' W	171.0
16.	S 89° 30' W	84'6	34.	N 27° 22' W	218.9	61.	S 88° 38' W	1565.7	48.	S 19° 47' W	222.6
17.	S 64° 01' W	73.4	35.	N 14° 55' W	196.6	62.	S 11° 16' E	145.6	47.	S 28° 57' W	332.6
18.	S 44° 59' W	214.3	36.	N 6° 47' W	229.7	63.	S 21° 01' E	263.7			
19.	S 30° 50' W	240.3									
20.	S 24° 38' W	257.9									
21.	S 16° 20' W	225.6									

TRACT 2											
	N 29° 37' W	363.8	22.	S 82° 11' W	160.0	43.	N 79° 40' W	179.5	84.	S 60° 28' E	294.5
	N 51° 46' W	410.2	23.	S 68° 28' W	221.8	44.	N 87° 15' W	153.9	85.	S 72° 14' E	247.7
3.	N 56° 35' W	311.8	24.	S 84° 21' W	110.0	45.	S 82° 23' W	157.8	86.	S 58° 02' E	372.3
4.	N 55° 25' W	268.5	25.	S 86° 45' W	116.1	46.	S 36° 32' W	308.4	87.	N 89° 14' E	205.0
5.	N 30° 47' W	296.4	26.	S 88° 11' W	191.3	47.	N 28° 37' E	332.5	88.	N 84° 46' E	216.0
6.	N 59° 51' W	404.8	27.	S 34° 58' W	150.2	48.	N 19° 47' E	222.5	89.	S 8° 58' E	216.3
7.	N 81° 56' W	295.2	28.	S 58° 13' W	453.4	49.	N 3° 15' E	171.0	90.	N 88° 21' W	206.0
8.	N 53° 15' W	147.9	29.	N 14° 46' E	148.5	50.	N 17° 16' W	254.6	91.	E 1° 42' W	117.8
9.	N 33° 26' W	149.1	30.	N 36° 16' E	409.1	51.	N 13° 46' W	284.9	92.	N 89° 21' W	96.9
10.	N 32° 09' W	206.2	31.	N 26° 58' W	287.0	52.	N 26° 38' W	217.6	93.	S 1° 48' W	720.8
11.	N 49° 18' W	238.2	32.	N 64° 50' W	632.3	53.	N 21° 23' W	308.1	94.	N 44° 09' E	388.0
12.	N 53° 10' W	158.3	33.	S 27° 07' W	284.4	54.	N 32° 48' W	203.0	95.	S 8° 21' W	106.9
13.	S 54° 02' W	121.9	34.	S 88° 48' W	141.4	55.	N 2° 23' W	374.9	96.	S 46° 08' W	2900.1
14.	S 81° 48' W	248.8	35.	N 43° 09' W	294.9	56.	N 17° 13' E	380.4	97.	S 36° 15' E	699.7
15.	N 73° 30' W	267.0	36.	N 13° 12' W	562.2	57.	N 28° 43' W	138.7	98.	N 58° 04' E	1170.8
16.	S 89° 30' W	84'6	37.	N 12° 36' E	395.5	58.	N 68° 05' E	483.9	99.	S 8° 51' E	548.2
17.	S 64° 01' W	73.4	38.	N 43° 11' E	328.3	59.	N 75° 08' E	352.5	90.	N 62° 51' E	195.2
18.	S 44° 59' W	214.3	39.	N 27° 35' E	154.9	60.	S 66° 35' E	291.0	91.	S 24° 16' E	231.4
19.	S 30° 50' W	240.3	40.	N 1° 44' W	335.8	61.	N 50° 40' E	265.5	92.	S 15° 42' E	232.0
20.	S 24° 38' W	257.9	41.	N 33° 05' W	397.8	62.	N 51° 35' E	307.1	93.	S 8° 46' E	121.2
21.	S 16° 20' W	225.6	42.	N 24° 00' W	115.8	63.	N 75° 12' E	287.0	94.	S 15° 44' E	750.5

TRACT 4		
1.	S 29° 25' E	497.0
2.	S 28° 15' E	294.9
3.	S 22° 34' E	292.8
4.	S 16° 30' E	232.9
5.	S 15° 23' E	615.0
6.	S 89° 04' W	857.1
7.	N 2° 40' E	172.8
8.	N 20° 18' W	1268.5
9.	N 53° 23' E	703.9
10.	N 53° 27' E	4.0

TRACT 5		
1.	S 15° 23' E	957.8
2.	S 76° 42' W	194.1
3.	S 70° 34' W	263.0
4.	S 72° 01' W	546.8
5.	N 70° 32' W	304.1
6.	N 50° 43' W	51.5
7.	N 21° 04' E	140.0
8.	N 21° 04' E	293.5
9.	N 55° 35' E	33.3
10.	N 29° 40' E	300.0
11.	N 59° 04' E	887.9

REVISED JAN. 5, 1982, TO SHOW TRACTS 3-A, 3-B, AND 3-C. ALSO REVISED ACREAGE IN TRACTS 2-A AND 2-B.

Rec. M.P. Finley

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Ben M.P. Finley

REVISED SEPTEMBER 24, 1979 TO SHOW TRACTS 2-A AND 2-B.

Ben M.P. Finley

CLOSURE = 1/12,700.7

REFERENCE

(1) SURVEY BY A. C. APPLEBY FOR MRS. EVA THOMPSON THORNTON DATED APRIL 27, 1926.
(2) SURVEY BY H. G. JARRARD FOR MERLA AND LEE REED DATED JUNE 1972.
(3) OUR SURVEY FOR LENOX T. THORNTON, DATED JUNE 25, 1976.
(4) OUR SURVEY FOR LENOX T. THORNTON, DAYED JUNE 30, 1976.
(5) OUR SURVEY FOR DOYLE GRINDLE, DATED APRIL 6, 1977.
(6) OUR SURVEY FOR LENOX T. THORNTON, DATED JUNE 25, 1973.

LEGEND

o DENOTES IRON PIN SET
e DENOTES IRON PIN FOUND
□ DENOTES CONCRETE MONUMENT FOUND

NOTE: BUILDINGS, ROADS, STREAMS, LAKES, AND OTHER IMPROVEMENTS ON INTERIOR OF PROPERTY ARE NOT SHOWN BY THIS SURVEY.

LENOX T. THORNTON

SURVEYED FOR: LENOX T. THORNTON
COUNTY: HALL & JACKSON | DATE: JUNE 25, 1976 | BY: [illegible]
DATE: AUG. 3, 1978 | SCALE: 1" = 800' | PLAT NO. 3666
SURVEYED BY: [illegible] | FILE NO. [illegible]

Recorded February 3, 1982 — H. Grady Watson, Clerk

12.2.2024 - Item 5

TRAFFIC IMPACT STUDY

FOR

ATLAS TOWNHOMES

HALL COUNTY, GA

Prepared By:

SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road
Marietta, GA 30066

September 9, 2024

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Appendix D: Synchro Reports
Appendix E: Trip Generation Report
Appendix F: ICE Tool Report

EXECUTIVE SUMMARY

Atlas Development Townhouse Project is a proposed residential development located along SR 211 in Hall County, GA. The site is approximately 20 acres and is located along the east side of SR 211, south of SR 53. The development will include 120 townhomes is expected to be constructed by 2027. The site will be accessed by one new driveway on SR 211. This study analyzed existing and future traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine how the new driveway should be controlled.

This study analyzed the impacts the development's generated trips are expected to have on the surrounding roadway network and study intersections. The study intersections are listed below:

1. SR 53 at SR 211
2. SR 211 at Atlas Drive

The ITE Trip Generation Manual, was referenced to estimate the trips generated by the residential development. The expected trips were added to the future projected traffic volumes to analyze delay and level of service at the study intersections in build condition and compare with the existing conditions. The geometry and method of control for the access driveway intersection on the State Route was determined utilizing GDOT's auxiliary lane requirements and ICE tool.

The existing intersection is operating at an overall acceptable level of service in the existing year (2024) and no-build year (2027). The development traffic has a nominal effect on the existing intersection's delay and operation. The development driveway is expected to operate acceptably upon full build-out of the development. Based on the auxiliary lane analysis per GDOT guidelines, both a left-turn and a right-turn lane are recommended at the driveway intersection.

The following is the recommended configuration at the development driveway:

<u>SR 211 at Atlas Drive</u>

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.

INTRODUCTION

A traffic impact study was conducted by Southeastern Engineering, Inc. for the proposed townhome development along SR 211/Old Winder Hwy south of SR 53/Winder Hwy in Hall County, GA. The development proposes adding a total of 120 townhomes and is expected to be completed in 2027. The site will be accessed by a single new driveway on SR 211. An overall location map of the site area is shown in **Figure 1**.



Figure 1 Location Map

This study will identify the potential impacts of the proposed development's traffic on the surrounding roadway network. The study includes the existing and future peak hour traffic operations and capacity analysis for the study intersections. As necessary, operational improvements will be identified and analyzed to mitigate the traffic impacts caused by the development. Based on the results of the analysis for the study intersections, recommendations will be made for intersection geometry and control methods.

PROJECT DESCRIPTION

The townhouse development will have 120 townhomes, built on approximately 20 acres of land in Hall County, GA. The site will have one new driveway on SR 211 proposed as a full-access, stop-sign controlled approach. This study analyzes traffic impact upon the full built-out of the development, which is planned for 2027. The site plan is attached in **Appendix A**.

Study Network

The traffic study analyzes traffic operations for the intersections in the vicinity of the development. Capacity analysis and level of service evaluations of the study intersections were conducted for the existing, no-build and build scenarios. An aerial of the study area is shown in **Figure 2**. The study intersections are listed below:

1. SR 53/Winder Hwy at SR 211/Old Winder Hwy– Traffic Signal
2. SR 211/Old Winder Hwy at Atlas Drive *(New Intersection)* – Minor-Street Stop-Control



Figure 2 Aerial of Study Area

Roadway Conditions

The roadway network adjacent to the development was examined to review the roadway characteristics in the study area.

SR 211/Old Winder Highway

SR 211/Old Winder Highway is an undivided two-lane roadway that is classified as a minor arterial. It has a posted speed limit of 45 mph north of Daylily Drive and 55 mph south of Daylily Drive. There is curb and gutter present as well as some sidewalk near its intersection with SR 53.

SR 53/Winder Highway

SR 53/Winder Highway is a four-lane median-divided roadway west of Tanners Mill Road and an undivided two-lane roadway east of Tanners Mill Road. It is classified as a minor arterial southeast of Old Winder Hwy and a principal arterial northeast of Old Winder Hwy. It has a posted speed limit of 45 mph. There is curb and gutter present along the roadway, as well as sidewalk in the study area.

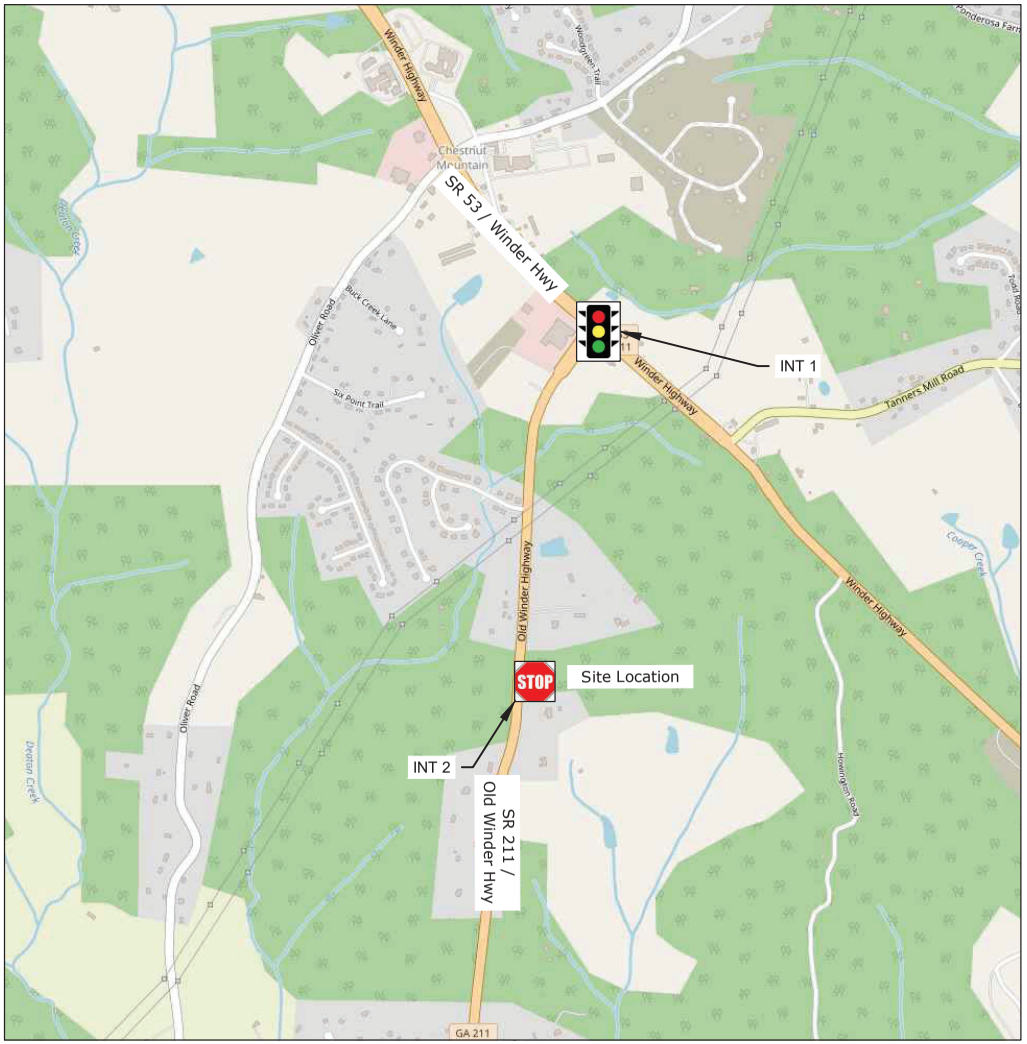
EXISTING TRAFFIC CONDITIONS

Existing traffic volumes at the study intersections were collected on Tuesday, January 30th, 2024. Peak hour turning movement counts were collected at the existing study intersections, and daily traffic volumes were collected on primary roadways near the development. Existing daily traffic volumes collected in the study area are summarized in **Table 1**, and detailed traffic counts are attached in **Appendix B**. The existing AM and PM peak hour traffic volumes for the study area are shown in **Figure 3**.

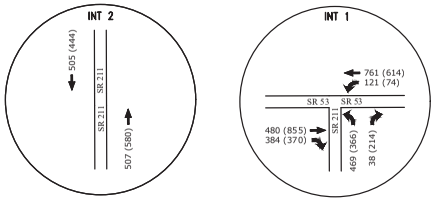
Table 1: Existing Traffic Volumes

Location	Volume		Total
	Northbound	Southbound	
SR 211 / Old Winder Hwy south of Daylily Dr	6,211	5,986	12,197

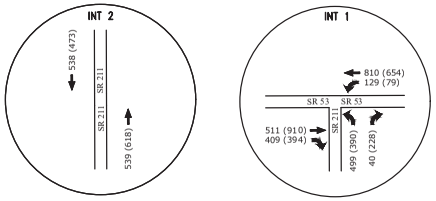
JURISDICTION	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
HALL COUNTY	1326-24-009		



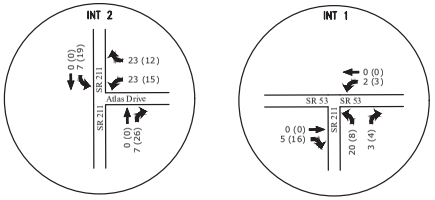
EXISTING CONDITION (2024)



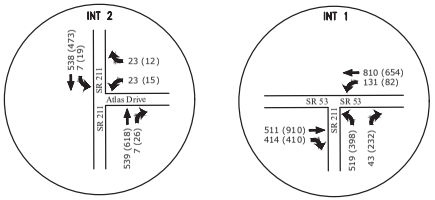
NO-BUILD CONDITION (2027)



SITE-GENERATED TRIPS



BUILD CONDITION (2027)



Legend: AM (PM)

FIGURE 3

SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road
Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com

PEAK HOUR TRIPS

REVISION DATES

DATE:

ATLAS TOWNHOMES

SHEET NO.

12.2.2024 - Item 5

DRAWING NAME: I:\1326 Atlas Development\1326-24-009 Hall Co Townhouse Study\Traffic\DWG\Figures Atlas.dwg
PLOT DATE - TIME:Sep. 09, 2024 - 11:27 AM
PRINTED BY: ALEXANDER HARKNESS

Level of Service Methodology

Intersection capacity analyses were performed using the methodology outlined in the Highway Capacity Manual, 6th Edition (HCM). This methodology is the industry standard for the evaluation of intersection capacity and delay. To facilitate the analysis, computer software Synchro was used. This software conforms to the methodology of the HCM.

An analysis of peak hour traffic conditions was performed to determine the level of service (LOS) at the study intersections. LOS for an intersection is based on vehicular delay at the intersection and is a typical measure of effectiveness used to evaluate intersection operations. The HCM provides ranges of delay for each LOS definition, spanning from very minimal delays (LOS A) to high delays (LOS F). LOS F is considered unacceptable for most drivers.

For unsignalized intersections, where a stop sign controls side streets or minor streets, the criterion for evaluating traffic operations is the LOS for the controlled turning movements at the intersection. Methodology from the HCM to determine the delay and LOS for these turning movements is based on the following input data including intersection geometry, lane configuration, and turning movement volumes.

For the signalized intersections, LOS is based on the following input data: intersection geometry, lane configuration, turning movement volumes, traffic signal timing.

Table 2 below indicates the relationship between delay and LOS for unsignalized and signalized intersections, respectively.

Table 2: Level of Service for Unsignalized and Signalized Intersections		
Level of Service	**Control Delay Per Vehicle (sec)**	
	Unsignalized Intersection	**Signalized Intersection**
A	≤10	≤10
B	>10 and ≤15	>10 and ≤20
C	>15 and ≤25	>20 and ≤35
D	>25 and ≤35	>35 and ≤55
E	>35 and ≤50	>55 and ≤80
F	>50	>80

Existing Conditions Level of Service

The level of service for the existing condition was determined using Synchro 11. The existing intersection geometry, lane configuration, signal timings, and turning volumes were utilized for the analysis of the intersection. The results of the intersection capacity analysis are summarized in **Table 3,** and detailed Synchro reports are attached in **Appendix D**. The levels of service for all approaches at the existing intersection are acceptable in the existing conditions.

Table 3: Level of Service and Delay for Existing Condition (2024)				
Intersection	**Control Type**	**Approach**	**Delay (LOS)**	
			AM	**PM**
SR 53 at SR 211	Signalized Intersection	EB	7 (A)	7 (A)
		WB	8 (A)	7 (A)
		NB	17 (B)	18 (B)
		Overall	**9 (A)**	**9 (A)**

FUTURE CONDITIONS – WITHOUT THE PROPOSED DEVELOPMENT (NO-BUILD)

The impact of the proposed development on the roadway network was analyzed and evaluated in the future year (2027) without the proposed development (No-Build) to compare the future conditions with the proposed fully constructed development (Build).

Growth Rate

Growth rate for the study area was calculated using annual volume statistics from GDOT's Traffic Analysis & Data Application (TADA). The growth rate calculated using the GDOT's historical traffic data is summarized in **Table 4**. Historical counts and calculations from all sources are attached in **Appendix C**.

Table 4: GDOT Historical Growth Rate

Station ID	Location	5-Year Growth Rate	10-Year Growth Rate
139-0441	Spout Springs Rd n/o Iris Dr	3.4%	5.3%
135-0476	Thompson Mill Rd w/o Puckett Rd	2.3%	1.0%
139-8206	Union Circle e/o Spout Springs	9.7%	4.1%
139-7382	Ridge Rd s/o SR 347	8.3%	6.3%
139-0437	Spout Springs Rd n/o SR 347	2.6%	3.2%
5 - Year and 10 - Year Average		**5.2%**	**4.0%**
Average Growth Rate		**4.6%**	

Hall County census data obtained from the U.S. Census Bureau and the Georgia Governor's Office of Planning and Budget was used to calculate a growth rate for the study area. County census data and estimated growth rate is shown in **Table 5**.

Table 5: Georgia Governor's Office of Planning and Budget Annual Population Estimates

Geographic Area	Average 5-Year Growth Rate from 2020 to 2050						
Hall County	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050	**Average**
	1.6%	1.4%	1.3%	1.1%	1.0%	1.0%	**1.2%**

Geographic Area	Average 10-Year Growth Rate from 2020 to 2050			
Hall County	2020-2030	2030-2040	2040-2050	**Average**
	1.3%	1.3%	1.1%	**1.3%**

Census data from the U.S. Census Bureau was used to calculate a growth rate for Hall County. Growth rate estimated using the U.S. Census Bureau data is shown in **Table 6**.

Table 6: U.S. Census Bureau Annual Estimates of the Resident Population

Geographic Area	2010 Census	2020 Census	2010 to 2020 Growth Rate
Hall County	179,684	203,136	1.23%

The overall project growth rate for this project was determined reviewing the different sources, and an average growth rate of 2.1% was utilized for the study to project future year traffic volumes.

Future No-Build Traffic Volumes

The projected future 2027 background traffic volumes were calculated by applying the annual exponential growth rate over three years to the existing 2024 background traffic volumes. Future 2027 background traffic volume is shown in **Figure 3**.

Future No-Build Conditions Level of Service

The methodology discussed previously was used to determine the level of service for the study intersections using the future 2027 background traffic volumes to determine operations at the study intersections. The intersection capacity analysis results for future no-build year (2027) are summarized in **Table 7** and detailed Synchro reports are attached in **Appendix D**. The existing intersection and all its approaches are expected to continue to operate similarly and at acceptable levels of service as they do in the existing year (2024) conditions.

Table 7: Level of Service and Delay for No-Build Condition (2027)

Intersection	Control Type	Approach	Delay (LOS)	
			AM	PM
SR 53 at SR 211	Signalized Intersection	EB	7 (A)	8 (A)
		WB	8 (A)	8 (A)
		NB	19 (B)	21 (C)
		Overall	**10 (B)**	**11 (B)**

PROPOSED DEVELOPMENT

The townhouse development will have 120 townhomes located along SR 211 in Hall County, GA. One new driveway on SR 211 is proposed as a full access, stop-controlled approach. This study analyzes traffic impact upon the full built-out of the development, which is planned for 2027.

Trip Generation

The number of trips expected to be generated from the development were estimated based on the method defined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The trip generation for the proposed development is summarized in **Table 8**. The trip generation report is attached in **Appendix E**.

Table 8: Proposed Site Trip Generation

Land Use (ITE Code)	Unit of Measure	Daily Traffic			AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Multi-Family Housing (Low-Rise) (220)	120 Units	422	423	845	14	46	60	45	27	72

Trip Distribution and Assignment

The trips expected to be generated from the proposed development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and observed traffic patterns in the study area. **Figure 3** shows the development-generated trips in the network.

Auxiliary Lane Analysis

The need for auxiliary lanes on SR 211 was evaluated at the driveway intersection based on the guidelines from GDOT's *Regulations for Driveway and Encroachment Control*. Auxiliary lanes are used on approaches to intersections when the projected daily turning traffic volumes exceed minimum levels. Based on the GDOT manual a left-turn lane is recommended at an intersection if the threshold values as shown in **Table 9** are met.

Table 9: Left-Turn Lane Requirements				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT < 6,000	ADT ≥ 6,000	ADT < 10,000	ADT ≥ 10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
≥ 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Based on the GDOT manual a right-turn lane is recommended at an intersection if the threshold values as shown in **Table 10** are met.

Table 10: Right-Turn Lane Requirements				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT < 6,000	ADT ≥ 6,000	ADT < 10,000	ADT ≥ 10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
≥65 MPH	Always	Always	Always	Always

SR 211 is a two-lane route, with an existing average daily traffic volume of approximately 12,195 vehicles per day (vpd) and has a posted speed limit of 55 miles per hour. Based on these characteristics, the threshold for a left-turn lane is 150 LTV per day, and a right-turn lane is set at 50 RTV per day. Based on the expected trip distribution, approximately 190 vpd will make a left-turn and approximately 230 vpd will make a right-turn onto Atlas Drive (new driveway). Therefore, both a right-turn and left-turn lane are recommended on SR 211 at the new driveway intersection, and will be included in the analysis.

FUTURE CONDITIONS - WITH THE PROPOSED DEVELOPMENT (BUILD)

To assess the impact of the proposed development, the site-generated trips were added to the future no-build background traffic, and the combined volumes were analyzed.

Build Traffic Volumes

The trips expected to be generated from the development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and traffic patterns in the area from the collected data. The total site generated trip distribution for peak hours is shown in **Figure 3**.

Delay Analysis for Build Condition

The level of service criteria discussed in the prior sections was applied to the study intersections to determine the impacts of 2027 background traffic volumes plus total site-generated volumes. All intersections were analyzed with existing controls and geometric configurations. The driveway was modeled with the auxiliary lanes on SR 211.

The results of the intersection capacity analysis for the future year with the development are summarized in **Table 11** and detailed Synchro reports are attached in **Appendix D**. The proposed development is expected to have a nominal impact on the existing signalized intersection of SR 53 at SR 211. The site driveway is expected to operate acceptably upon full build-out of the development.

Table 11: Level of Service and Delay for Build Condition (2027)				
Intersection	**Control Type**	**Approach**	**Delay (LOS)**	
			AM	**PM**
SR 53 at SR 211	Signalized Intersection	EB	8 (A)	8 (A)
		WB	8 (A)	8 (A)
		NB	20 (B)	21 (C)
		Overall	**11 (B)**	**11 (B)**
SR 211 at Atlas Drive	Minor-Street Stop-Control	WB	21 (C)	21 (C)

Intersection Control Evaluation (ICE)

GDOT policy 4A-5 states an intersection control evaluation (ICE) is required for a proposed driveway intersection on State Routes. Accordingly, ICE was performed on the new driveway intersection. The ICE process compares and scores the feasible intersection controls based on project cost, safety analysis, traffic operations, environmental impacts, and stakeholder posture. The higher the ICE score, the preferable the intersection control per the GDOT ICE tool.

An ICE waiver was provided for the new driveway on SR 211 because only one feasible alternative, the minor-street stop control with both right-turn and left-turn storage lanes on SR 211, was identified in Stage 1. The ICE tool and associated operational analysis reports are attached in **Appendix F**.

Level of Service Comparison

The results of the intersection capacity analysis for the no-build (2027) and build with the development are summarized in **Table 12** below for the study intersections. The site driveway is expected to operate acceptably upon full build out of the development. The impact of the development traffic on the existing intersection of SR 53 at SR 211 is nominal.

Table 12: Level of Service Comparison						
Intersection	**Control Type**	**Approach**	**No-Build Conditions**		**Build Conditions**	
			Delay (LOS)		**Delay (LOS)**	
			AM	**PM**	**AM**	**PM**
SR 53 at SR 211	Signalized	EB	7 (A)	8 (A)	8 (A)	8 (A)
		WB	8 (A)	8 (A)	8 (A)	8 (A)
		NB	19 (B)	21 (C)	20 (B)	21 (C)
		Overall	**10 (B)**	**11 (B)**	**11 (B)**	**11 (B)**
SR 211 at Atlas Drive	Minor-Street Stop-Control	WB			21 (C)	21 (C)

CONCLUSION

Atlas Development Townhouse Project is a proposed residential development located along SR 211 in Hall County, GA. The site is approximately 20 acres and is located along the east side of SR 211, south of SR 53. The development will include 120 townhomes is expected to be constructed by 2027. The site will be accessed by a single driveway on SR 211. This study analyzed existing and future traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine how the new driveway should be controlled.

Based on the analysis, the development driveway and the existing adjacent intersection are expected to operate acceptably in the future no-build and build scenarios. The proposed development will have a nominal impact on the existing intersection.

Based on the auxiliary lane analysis, both a left-turn lane and a right-turn lane are recommended on SR 211 at the driveway intersection.

The following is the recommended configuration at the development driveway:

SR 211 at Atlas Drive

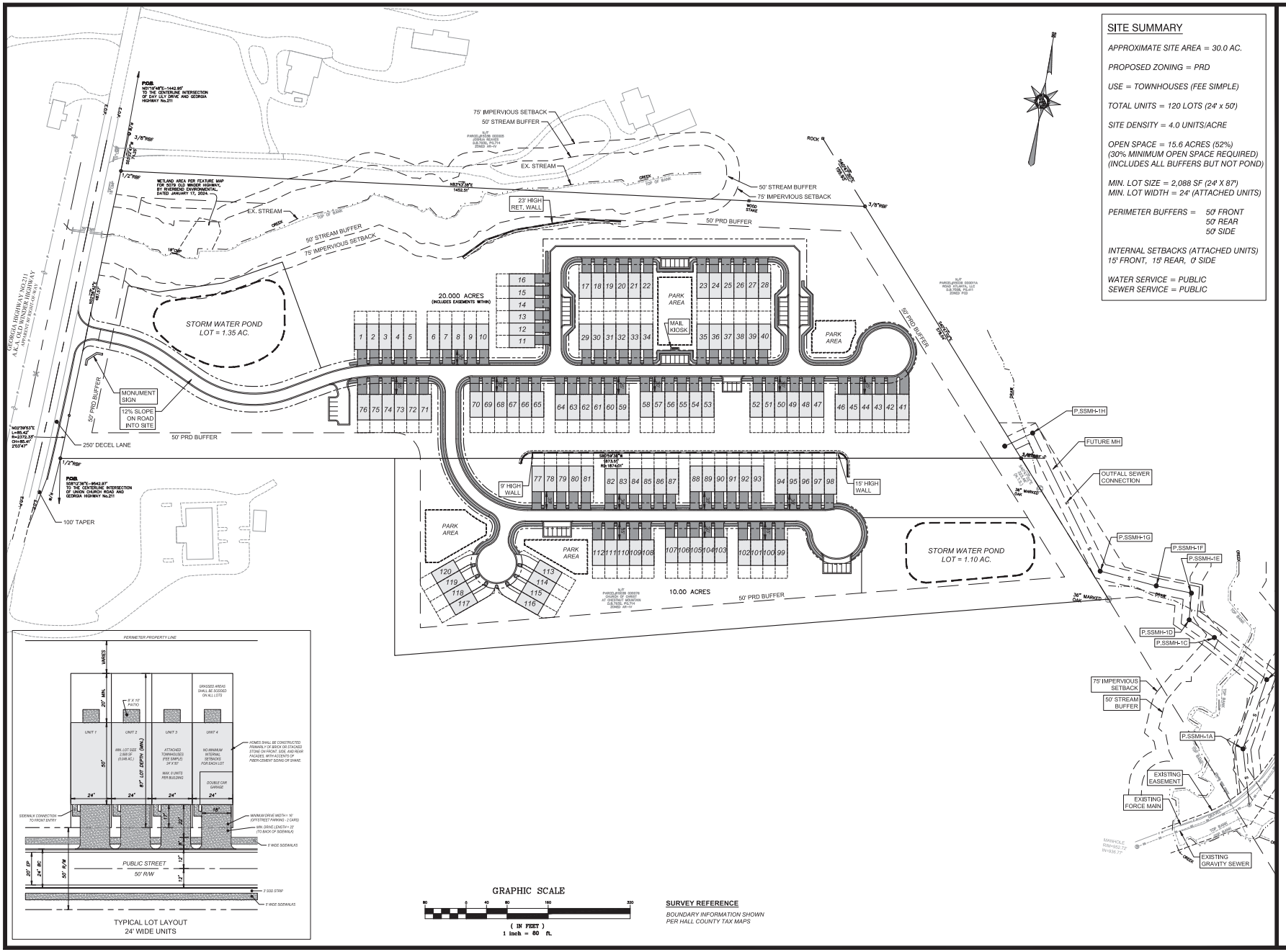
- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.

APPENDICES

- **Appendix A**
  - Site Plan
- **Appendix B**
  - Traffic Counts Summary Sheets
- **Appendix C**
  - Growth Rate Summary
- **Appendix D**
  - Synchro Reports
- **Appendix E**
  - Trip Generation Report
- **Appendix F**
  - ICE Tool Report

Appendix A
Site Plan



SITE SUMMARY

APPROXIMATE SITE AREA = 30.0 AC.

PROPOSED ZONING = PRD

USE = TOWNHOUSES (FEE SIMPLE)

TOTAL UNITS = 120 LOTS (24' x 50')

SITE DENSITY = 4.0 UNITS/ACRE

OPEN SPACE = 15.6 ACRES (52%)
(30% MINIMUM OPEN SPACE REQUIRED)
(INCLUDES ALL BUFFERS BUT NOT POND)

MIN. LOT SIZE = 2,088 SF (24' X 87')
MIN. LOT WIDTH = 24' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER HALL COUNTY TAX MAPS

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

ATLAS DEVELOPMENT TOWNHOUSE PROJECT GA. HWY. 211 TRACT

PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL SEWER PLAN

JOB NUMBER	DATE
24103	8-23-2024

DATE	NO	REVISION

RZ-1

12.2.2024 - Item 5

Appendix B

Traffic Counts Summary Sheets

Turning Movement Counts
SR 53 / Winder Hwy at SR 211 / Old Winder Hwy

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Peak Hour Turning Movement Count

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Tuesday, January 30, 2024	
Period	0600 - 0800
Peak Hour	0700 - 0800

* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
0700 - 0715	96	-	10	-	0	106	-	-	-	-	-	0	-	99	79	-	0	178	16	169	-	-	0	185	469
0715 - 0730	121	-	7	-	0	128	-	-	-	-	-	0	-	113	71	-	0	184	20	198	-	-	0	218	530
0730 - 0745	150	-	10	-	0	160	-	-	-	-	-	0	-	116	92	-	0	208	48	226	-	-	0	274	642
0745 - 0800	102	-	11	-	0	113	-	-	-	-	-	0	-	152	142	-	1	295	37	168	-	-	0	205	613
Total	469	0	38	0	0	507	0	0	0	0	0	0	0	480	384	0	1	865	121	761	0	0	0	882	2254
Approach %	92.50	0.00	7.50	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	55.49	44.39	0.00	0.12	-	13.72	86.28	0.00	0.00	0.00	-	
PHF	0.78	0.00	0.86	0.00	0.00	**0.79**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.79	0.68	0.00	0.25	**0.73**	0.63	0.84	0.00	0.00	0.00	**0.80**	**0.88**

Passenger Vehicles (1-3)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
0700 - 0715	95	-	10	-	0	105	-	-	-	-	-	0	-	91	73	-	0	164	15	161	-	-	0	176	445
0715 - 0730	120	-	7	-	0	127	-	-	-	-	-	0	-	102	68	-	0	170	18	191	-	-	0	209	506
0730 - 0745	148	-	10	-	0	158	-	-	-	-	-	0	-	108	92	-	0	200	48	216	-	-	0	264	622
0745 - 0800	98	-	11	-	0	109	-	-	-	-	-	0	-	141	136	-	1	278	35	158	-	-	0	193	580
Total	461	0	38	0	0	499	0	0	0	0	0	0	0	442	369	0	1	812	116	726	0	0	0	842	2153
Approach %	92.38	0.00	7.62	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	54.43	45.44	0.00	0.12	-	13.78	86.22	0.00	0.00	0.00	-	
PHF	0.78	0.00	0.86	0.00	0.00	**0.79**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.78	0.68	0.00	0.25	**0.73**	0.60	0.84	0.00	0.00	0.00	**0.80**	**0.87**

Single Unit Trucks (4-7)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
0700 - 0715	1	-	0	-	0	1	-	-	-	-	-	0	-	4	5	-	0	9	1	4	-	-	0	5	15
0715 - 0730	1	-	0	-	0	1	-	-	-	-	-	0	-	8	2	-	0	10	2	4	-	-	0	6	17
0730 - 0745	1	-	0	-	0	1	-	-	-	-	-	0	-	6	0	-	0	6	0	4	-	-	0	4	11
0745 - 0800	2	-	0	-	0	2	-	-	-	-	-	0	-	9	3	-	0	12	2	2	-	-	0	4	18
Total	5	0	0	0	0	5	0	0	0	0	0	0	0	27	10	0	0	37	5	14	0	0	0	19	61
Approach %	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	72.97	27.03	0.00	0.00	-	26.32	73.68	0.00	0.00	0.00	-	
PHF	0.63	0.00	0.00	0.00	0.00	**0.63**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.75	0.50	0.00	0.00	**0.77**	0.63	0.88	0.00	0.00	0.00	**0.79**	**0.85**

Combination Trucks (8-13)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
0700 - 0715	0	-	0	-	0	0	-	-	-	-	-	0	-	4	1	-	0	5	0	4	-	-	0	4	9
0715 - 0730	0	-	0	-	0	0	-	-	-	-	-	0	-	3	1	-	0	4	0	3	-	-	0	3	7
0730 - 0745	1	-	0	-	0	1	-	-	-	-	-	0	-	2	0	-	0	2	0	6	-	-	0	6	9
0745 - 0800	2	-	0	-	0	2	-	-	-	-	-	0	-	2	3	-	0	5	0	8	-	-	0	8	15
Total	3	0	0	0	0	3	0	0	0	0	0	0	0	11	5	0	0	16	0	21	0	0	0	21	40
Approach %	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	68.75	31.25	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.38	0.00	0.00	0.00	0.00	**0.38**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.69	0.42	0.00	0.00	**0.80**	0.00	0.66	0.00	0.00	0.00	**0.66**	**0.67**

Bikes

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
0700 - 0715	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
0715 - 0730	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
0730 - 0745	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
0745 - 0800	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Click here for Map

Peak Hour Turning Movement Count

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Tuesday, January 30, 2024	
Period	1600 - 1800
Peak Hour	1700 - 1800

* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
1700 - 1715	67	-	72	-	0	139	-	-	-	-	-	0	-	252	66	-	0	318	21	164	-	-	1	186	643
1715 - 1730	111	-	74	-	0	185	-	-	-	-	-	0	-	221	111	-	1	333	14	161	-	-	0	175	693
1730 - 1745	109	-	32	-	0	141	-	-	-	-	-	0	-	179	94	-	1	274	17	149	-	-	0	166	581
1745 - 1800	79	-	36	-	0	115	-	-	-	-	-	0	-	203	99	-	0	302	22	140	-	-	0	162	579
Total	366	0	214	0	0	580	0	0	0	0	0	0	0	855	370	0	2	1227	74	614	0	0	1	689	2496
Approach %	63.10	0.00	36.90	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	69.68	30.15	0.00	0.16	-	10.74	89.11	0.00	0.00	0.15	-	
PHF	0.82	0.00	0.72	0.00	0.00	**0.78**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.85	0.83	0.00	0.50	**0.92**	0.84	0.94	0.00	0.00	0.25	**0.93**	**0.90**

Passenger Vehicles (1-3)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
1700 - 1715	67	-	71	-	0	138	-	-	-	-	-	0	-	235	66	-	0	301	21	154	-	-	1	176	615
1715 - 1730	109	-	74	-	0	183	-	-	-	-	-	0	-	211	109	-	1	321	14	156	-	-	0	170	674
1730 - 1745	109	-	32	-	0	141	-	-	-	-	-	0	-	176	91	-	1	268	17	140	-	-	0	157	566
1745 - 1800	77	-	36	-	0	113	-	-	-	-	-	0	-	199	98	-	0	297	22	135	-	-	0	157	567
Total	362	0	213	0	0	575	0	0	0	0	0	0	0	821	364	0	2	1187	74	585	0	0	1	660	2422
Approach %	62.96	0.00	37.04	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	69.17	30.67	0.00	0.17	-	11.21	88.64	0.00	0.00	0.15	-	
PHF	0.83	0.00	0.72	0.00	0.00	**0.79**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.87	0.83	0.00	0.50	**0.92**	0.84	0.94	0.00	0.00	0.25	**0.94**	**0.90**

Single Unit Trucks (4-7)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
1700 - 1715	0	-	1	-	0	1	-	-	-	-	-	0	-	10	0	-	0	10	0	9	-	-	0	9	20
1715 - 1730	2	-	0	-	0	2	-	-	-	-	-	0	-	5	1	-	0	6	0	3	-	-	0	3	11
1730 - 1745	0	-	0	-	0	0	-	-	-	-	-	0	-	2	3	-	0	5	0	4	-	-	0	4	9
1745 - 1800	2	-	0	-	0	2	-	-	-	-	-	0	-	2	0	-	0	2	0	1	-	-	0	1	5
Total	4	0	1	0	0	5	0	0	0	0	0	0	0	19	4	0	0	23	0	17	0	0	0	17	45
Approach %	80.00	0.00	20.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	82.61	17.39	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.50	0.00	0.25	0.00	0.00	**0.63**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.48	0.33	0.00	0.00	**0.58**	0.00	0.47	0.00	0.00	0.00	**0.47**	**0.56**

Combination Trucks (8-13)

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
1700 - 1715	0	-	0	-	0	0	-	-	-	-	-	0	-	7	0	-	0	7	0	1	-	-	0	1	8
1715 - 1730	0	-	0	-	0	0	-	-	-	-	-	0	-	5	1	-	0	6	0	2	-	-	0	2	8
1730 - 1745	0	-	0	-	0	0	-	-	-	-	-	0	-	1	0	-	0	1	0	5	-	-	0	5	6
1745 - 1800	0	-	0	-	0	0	-	-	-	-	-	0	-	2	1	-	0	3	0	4	-	-	0	4	7
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	15	2	0	0	17	0	12	0	0	0	12	29
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	88.24	11.76	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.54	0.50	0.00	0.00	**0.61**	0.00	0.60	0.00	0.00	0.00	**0.60**	**0.91**

Bikes

	Northbound												Eastbound						Westbound						
	GA-211 (South)												GA-53						GA-211 (East)						
Time	Left 1.1		Right 1.2		U-Turn 1.3	App Total						App Total		Thru 1.4	Right 1.5		U-Turn 1.6	App Total	Left 1.7	Thru 1.8			U-Turn 1.9	App Total	Int Total
1700 - 1715	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
1715 - 1730	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
1730 - 1745	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
1745 - 1800	0	-	0	-	0	0	-	-	-	-	-	0	-	0	0	-	0	0	0	0	-	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

24-Hour Classification Count
SR 211 south of Daylily Dr.

Bi-Directional Class Count || NB EB 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Lat/Long
34.161821°, -83.835738°

Click here for Map

Weather
Fair
47°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (01-30-2024)
NB EB 15min

	Northbound (Movement 1.1)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0015 - 0030	0	4	3	0	0	0	0	0	0	0	0	0	0	7	
0030 - 0045	0	3	4	0	0	0	0	0	0	0	0	0	0	7	
0045 - 0100	0	3	1	0	0	0	0	0	0	0	0	0	0	4	24
0100 - 0115	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0115 - 0130	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0130 - 0145	0	3	0	0	0	0	0	0	1	0	0	0	0	4	
0145 - 0200	0	1	1	0	0	0	0	0	0	0	0	0	0	2	15
0200 - 0215	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
0215 - 0230	0	4	3	0	0	0	0	0	0	0	0	0	0	7	
0230 - 0245	0	3	0	1	3	0	0	0	0	0	0	0	0	7	
0245 - 0300	0	3	2	0	0	0	0	1	1	0	0	0	0	7	23
0300 - 0315	0	3	1	0	1	0	0	0	0	0	0	0	0	5	
0315 - 0330	0	2	0	0	1	0	0	0	0	0	0	0	0	3	
0330 - 0345	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0345 - 0400	0	4	2	0	0	0	0	0	0	0	0	0	0	6	19
0400 - 0415	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0415 - 0430	0	7	5	0	0	0	0	0	0	0	0	0	0	12	
0430 - 0445	0	7	10	0	0	0	0	0	0	0	0	0	0	17	
0445 - 0500	0	8	4	0	3	0	0	0	1	0	0	0	0	16	51
0500 - 0515	0	9	4	1	2	0	0	0	2	0	0	0	0	18	
0515 - 0530	0	8	6	0	1	0	0	0	2	0	0	0	0	17	
0530 - 0545	0	21	14	0	0	0	0	0	1	0	0	0	0	36	
0545 - 0600	0	18	11	0	0	0	0	0	0	0	0	0	0	29	100
0600 - 0615	0	45	11	0	0	0	0	0	0	0	0	0	0	56	
0615 - 0630	0	60	14	0	4	0	0	0	0	0	0	0	0	78	
0630 - 0645	0	70	17	0	3	1	0	0	0	0	0	0	0	91	
0645 - 0700	0	80	19	0	2	0	0	0	0	0	0	0	0	101	326
0700 - 0715	0	88	20	0	1	0	0	0	0	0	0	0	0	109	
0715 - 0730	0	113	26	0	0	0	0	0	0	0	0	0	0	139	
0730 - 0745	0	112	34	0	1	0	0	0	1	0	0	0	0	148	
0745 - 0800	0	86	26	1	2	0	0	1	1	0	0	0	0	117	513
0800 - 0815	0	63	36	0	0	1	0	0	0	0	0	0	0	100	
0815 - 0830	0	68	16	0	0	0	0	0	0	0	0	0	0	84	
0830 - 0845	0	81	34	0	0	0	0	0	2	0	0	0	0	117	
0845 - 0900	0	74	25	0	0	0	0	0	3	0	0	0	0	102	403
0900 - 0915	0	78	22	0	2	2	0	0	1	0	0	0	0	105	
0915 - 0930	0	68	29	0	2	1	0	0	0	0	0	0	0	100	
0930 - 0945	0	67	18	0	3	0	0	0	1	0	0	0	0	89	
0945 - 1000	0	50	27	0	5	1	0	0	1	0	0	0	0	84	378
1000 - 1015	0	55	20	0	3	2	0	1	3	0	0	0	0	84	
1015 - 1030	0	69	20	0	5	4	0	1	0	0	0	0	0	99	
1030 - 1045	0	63	22	0	3	1	0	1	0	0	0	0	0	90	
1045 - 1100	0	66	23	0	4	0	0	0	0	0	0	0	0	93	366
1100 - 1115	0	53	18	0	4	0	0	0	1	0	0	0	0	76	
1115 - 1130	0	55	19	0	4	0	0	0	3	0	0	0	0	81	
1130 - 1145	0	68	23	0	3	0	0	0	0	0	0	0	0	94	
1145 - 1200	0	46	16	0	2	0	0	0	0	0	0	0	0	64	315
1200 - 1215	0	61	29	0	1	2	0	1	4	0	0	0	0	98	
1215 - 1230	0	64	21	0	3	0	0	2	1	0	0	0	0	91	
1230 - 1245	0	69	18	0	3	2	0	0	3	0	0	0	0	95	
1245 - 1300	0	40	19	0	0	2	0	0	2	0	0	0	0	63	347
1300 - 1315	0	58	21	0	5	2	0	0	0	0	0	0	0	86	
1315 - 1330	0	59	18	1	1	2	0	0	1	0	0	0	0	82	
1330 - 1345	0	74	10	0	1	0	0	0	0	0	0	0	0	85	
1345 - 1400	0	60	25	0	1	1	0	2	4	0	0	0	0	93	346
1400 - 1415	0	67	21	0	0	0	0	0	1	1	0	0	0	90	
1415 - 1430	0	65	18	1	4	0	0	1	1	0	0	0	0	90	
1430 - 1445	0	57	34	4	0	0	0	1	0	0	0	0	0	96	
1445 - 1500	0	74	26	0	1	0	0	0	1	0	0	0	0	102	378
1500 - 1515	0	82	15	1	3	1	0	0	1	1	0	0	0	104	
1515 - 1530	0	95	17	0	1	3	0	0	0	0	0	0	0	116	
1530 - 1545	0	86	18	0	1	2	0	1	1	0	0	0	0	109	
1545 - 1600	0	93	32	0	4	2	0	2	0	0	0	0	0	133	462
1600 - 1615	0	85	29	2	2	1	0	0	1	0	0	0	0	120	
1615 - 1630	1	92	25	1	2	0	0	0	1	0	0	0	0	122	
1630 - 1645	0	80	31	0	0	1	0	0	0	0	0	0	0	112	
1645 - 1700	0	94	28	0	2	0	0	0	0	0	0	0	0	124	478
1700 - 1715	1	124	19	0	1	0	0	0	0	0	0	0	0	145	
1715 - 1730	0	147	32	0	2	0	0	0	0	0	0	0	0	181	
1730 - 1745	1	107	29	0	0	0	0	0	0	0	0	0	0	137	
1745 - 1800	1	108	16	0	2	0	0	0	0	0	0	0	0	127	590
1800 - 1815	0	85	21	1	1	0	0	0	0	0	0	0	0	108	
1815 - 1830	0	88	22	0	0	1	0	0	1	0	0	0	0	112	
1830 - 1845	0	87	12	0	1	0	0	0	0	0	0	0	0	100	
1845 - 1900	0	63	16	0	0	0	0	0	0	0	0	0	0	79	399
1900 - 1915	0	58	11	0	1	0	0	0	0	0	0	0	0	70	
1915 - 1930	0	67	17	0	2	0	0	1	0	0	0	0	0	87	
1930 - 1945	0	49	13	0	2	0	0	0	0	0	0	0	0	64	
1945 - 2000	0	36	8	0	1	0	0	0	0	0	0	0	0	45	266
2000 - 2015	0	27	10	0	0	0	0	0	0	0	0	0	0	37	
2015 - 2030	0	31	9	0	0	0	0	0	0	0	0	0	0	40	
2030 - 2045	0	50	15	0	0	0	0	0	0	0	0	0	0	65	
2045 - 2100	0	24	6	0	0	0	0	0	0	0	0	0	0	30	172
2100 - 2115	0	28	8	0	0	0	0	0	0	0	0	0	0	36	
2115 - 2130	0	24	5	0	0	0	0	0	0	0	0	0	0	29	
2130 - 2145	0	16	3	0	0	0	0	0	1	0	0	0	0	20	
2145 - 2200	0	30	6	0	0	0	0	0	1	0	0	0	0	37	122
2200 - 2215	0	19	3	0	0	0	0	1	0	0	0	0	0	23	
2215 - 2230	0	18	2	0	1	0	0	0	0	0	0	0	0	21	
2230 - 2245	0	16	2	0	0	0	0	0	0	0	0	0	0	18	
2245 - 2300	0	11	2	0	0	0	0	0	0	0	0	0	0	13	75
2300 - 2315	0	12	1	0	0	0	0	0	0	0	0	0	0	13	
2315 - 2330	0	10	3	0	0	0	0	0	0	0	0	0	0	13	
2330 - 2345	0	7	2	0	0	0	0	0	0	0	0	0	0	9	
2345 - 0000	0	7	1	0	0	0	0	0	0	0	0	0	0	8	43

Session Total	4	4611	1365	14	113	35	0	17	50	2	0	0	0	6211
Session Average	0.04	48.03	14.22	0.15	1.18	0.36	0.00	0.18	0.52	0.02	0.00	0.00	0.00	64.70
Session Percentage	0.06	74.24	21.98	0.23	1.82	0.56	0.00	0.27	0.81	0.03	0.00	0.00	0.00	

AM Peak Hour	-	0700 - 0800	0715 - 0815	0500 - 0600	0930 - 1030	0945 - 1045	-	0945 - 1045	0815 - 0915	-	-	-	-	0700 - 0800
AM Peak Volume	0	399	122	1	16	8	0	3	6	0	0	0	0	513

Noon Peak Hour	-	1445 - 1545	1400 - 1500	1415 - 1515	1015 - 1115	1230 - 1330	-	1345 - 1445	1200 - 1300	1315 - 1415	-	-	-	1445 - 1545
Noon Peak Volume	0	337	99	6	16	8	0	4	10	1	0	0	0	431

PM Peak Hour	1700 - 1800	1700 - 1800	1545 - 1645	1530 - 1630	1500 - 1600	1500 - 1600	-	1500 - 1600	1530 - 1630	1500 - 1600	-	-	-	1700 - 1800
PM Peak Volume	3	486	117	3	9	8	0	3	3	1	0	0	0	590

Bi-Directional Class Count || SB WB 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Lat/Long
34.161821°, -83.835738°

Click here for Map

Weather
Fair
47°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (01-30-2024)
SB WB 15min

	Southbound (Movement 1,2)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	6	1	0	0	0	0	0	0	0	0	0	0	7	
0015 - 0030	0	5	2	0	0	0	0	0	0	0	0	0	0	7	
0030 - 0045	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0045 - 0100	0	2	1	0	0	0	0	0	0	0	0	0	0	3	22
0100 - 0115	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0115 - 0130	0	5	1	0	0	0	0	0	0	0	0	0	0	6	
0130 - 0145	0	4	2	0	0	0	0	0	0	0	0	0	0	6	
0145 - 0200	0	4	1	0	0	0	0	0	0	0	0	0	0	5	23
0200 - 0215	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
0215 - 0230	0	5	0	0	0	0	0	0	1	0	0	0	0	6	
0230 - 0245	0	3	0	0	1	0	0	0	0	0	0	0	0	4	
0245 - 0300	0	7	2	0	0	0	0	0	0	0	0	0	0	9	20
0300 - 0315	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0315 - 0330	0	4	1	0	0	0	0	0	0	0	0	0	0	5	
0330 - 0345	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0345 - 0400	0	5	1	0	0	0	0	0	0	0	0	0	0	6	17
0400 - 0415	0	2	0	1	0	0	0	0	0	0	0	0	0	3	
0415 - 0430	0	6	2	0	1	0	0	0	0	0	0	0	0	9	
0430 - 0445	0	10	2	0	0	0	0	0	1	0	0	0	0	13	
0445 - 0500	0	14	4	0	0	0	0	1	0	0	0	0	0	19	44
0500 - 0515	0	12	6	0	1	0	0	0	1	0	0	0	0	20	
0515 - 0530	0	26	8	0	0	0	0	0	1	0	0	0	0	35	
0530 - 0545	0	31	11	0	0	0	0	0	0	0	0	0	0	42	
0545 - 0600	0	37	12	0	0	0	0	0	1	0	0	0	0	50	147
0600 - 0615	0	60	16	0	1	0	0	0	0	0	0	0	0	77	
0615 - 0630	0	80	18	0	1	0	0	0	0	0	0	0	0	99	
0630 - 0645	0	60	14	0	3	0	0	0	0	0	0	0	0	77	
0645 - 0700	0	55	12	0	2	0	0	0	0	0	0	0	0	69	322
0700 - 0715	0	72	18	0	6	0	0	0	1	0	0	0	0	97	
0715 - 0730	0	68	23	0	4	0	0	0	1	0	0	0	0	96	
0730 - 0745	0	117	18	0	0	0	0	0	0	0	0	0	0	135	
0745 - 0800	0	144	29	4	1	0	0	0	3	0	0	0	0	181	509
0800 - 0815	0	100	30	1	1	2	0	0	2	0	0	0	0	136	
0815 - 0830	0	91	22	0	2	2	0	0	0	0	0	0	0	117	
0830 - 0845	0	67	24	0	5	0	0	0	0	0	0	0	0	96	
0845 - 0900	0	84	18	0	1	0	0	0	2	0	0	0	0	105	454
0900 - 0915	0	61	25	0	3	0	0	0	1	0	0	0	0	90	
0915 - 0930	0	50	14	0	4	2	0	0	1	0	0	0	0	71	
0930 - 0945	0	66	17	0	2	1	0	0	0	0	0	0	0	86	
0945 - 1000	0	60	23	0	3	2	0	0	0	0	0	0	0	88	335
1000 - 1015	0	58	19	0	4	0	0	0	0	0	0	0	0	81	
1015 - 1030	0	47	25	0	1	1	0	0	0	0	0	0	0	74	
1030 - 1045	0	51	16	0	2	0	0	0	1	0	0	0	0	70	
1045 - 1100	0	53	11	0	1	0	0	0	1	0	0	0	0	66	291
1100 - 1115	0	72	11	0	6	0	0	0	0	0	0	0	0	89	
1115 - 1130	0	60	10	0	5	2	0	1	1	0	0	0	0	79	
1130 - 1145	0	52	17	0	3	1	0	0	0	0	0	0	0	73	
1145 - 1200	0	49	20	0	5	0	0	0	0	0	0	0	0	74	315
1200 - 1215	0	47	28	0	2	0	0	1	0	0	0	0	0	78	
1215 - 1230	0	40	24	0	1	1	0	0	1	0	0	0	0	67	
1230 - 1245	0	73	22	0	2	1	0	0	0	0	0	0	0	98	
1245 - 1300	0	69	17	0	3	3	0	0	0	0	0	0	0	92	335
1300 - 1315	0	57	22	1	2	0	0	0	1	0	0	0	0	83	
1315 - 1330	0	54	17	2	3	1	0	0	2	0	0	0	0	79	
1330 - 1345	0	62	19	0	0	0	0	0	2	0	0	0	0	83	
1345 - 1400	0	55	20	0	2	0	0	0	1	0	0	0	0	78	323
1400 - 1415	0	63	14	0	3	1	0	0	2	0	0	0	0	83	
1415 - 1430	1	71	21	1	1	0	0	1	1	0	0	0	0	97	
1430 - 1445	0	74	14	2	3	0	0	0	4	0	0	0	0	97	
1445 - 1500	0	84	23	1	2	1	0	0	0	0	0	0	0	111	388
1500 - 1515	0	92	31	2	2	1	0	0	1	0	0	0	0	129	
1515 - 1530	0	99	30	0	2	1	0	0	1	0	0	0	0	133	
1530 - 1545	1	94	24	0	0	0	0	0	0	0	0	0	0	119	
1545 - 1600	0	99	16	2	0	0	0	0	1	0	0	0	0	118	499
1600 - 1615	0	70	25	1	0	0	0	0	1	0	0	0	0	97	
1615 - 1630	0	89	20	0	0	1	0	0	0	0	0	0	0	110	
1630 - 1645	0	79	22	0	2	0	0	0	1	0	0	0	0	104	
1645 - 1700	0	104	19	0	0	0	0	0	0	1	0	0	0	124	435
1700 - 1715	0	63	19	0	0	0	0	0	0	0	0	0	0	82	
1715 - 1730	0	84	28	0	0	1	0	1	0	0	0	0	0	114	
1730 - 1745	0	83	25	0	3	0	0	0	0	0	0	0	0	111	
1745 - 1800	0	84	28	0	0	0	0	0	1	0	0	0	0	113	420
1800 - 1815	0	69	28	0	0	0	0	1	1	0	0	0	0	99	
1815 - 1830	0	81	21	0	2	0	0	0	1	0	0	0	0	105	
1830 - 1845	0	72	10	0	1	0	0	0	0	0	0	0	0	83	
1845 - 1900	0	52	13	0	0	0	0	0	0	0	0	0	0	65	352
1900 - 1915	0	49	10	0	1	0	0	0	0	0	0	0	0	60	
1915 - 1930	0	65	12	0	0	0	0	0	1	0	0	0	0	78	
1930 - 1945	0	51	9	0	0	0	0	0	0	0	0	0	0	60	
1945 - 2000	0	49	9	0	0	0	0	1	0	0	0	0	0	59	257
2000 - 2015	0	55	15	0	1	0	0	1	0	0	0	0	0	72	
2015 - 2030	0	49	7	1	0	0	0	0	0	0	0	0	0	57	
2030 - 2045	0	44	9	0	0	0	0	0	0	0	0	0	0	53	
2045 - 2100	0	43	8	0	0	0	0	1	0	0	0	0	0	52	234
2100 - 2115	0	38	9	0	0	0	0	0	0	0	0	0	0	47	
2115 - 2130	0	32	6	0	0	0	0	0	0	0	0	0	0	38	
2130 - 2145	0	36	6	0	0	0	0	0	0	0	0	0	0	42	
2145 - 2200	0	19	4	0	0	0	0	0	0	0	0	0	0	23	150
2200 - 2215	0	12	2	0	0	0	0	0	0	0	0	0	0	14	
2215 - 2230	0	11	2	0	0	0	0	0	1	0	0	0	0	14	
2230 - 2245	0	9	1	0	1	0	0	0	0	0	0	0	0	11	
2245 - 2300	0	16	3	0	0	0	0	0	0	0	0	0	0	19	58
2300 - 2315	0	10	2	0	0	0	0	0	0	0	0	0	0	12	
2315 - 2330	0	7	2	0	0	0	0	0	0	0	0	0	0	9	
2330 - 2345	0	6	2	0	0	0	0	0	0	0	0	0	0	8	
2345 - 0000	0	5	2	0	0	0	0	0	0	0	0	0	0	7	36

Session Total	2	4546	1232	19	108	25	0	9	44	1	0	0	0	5986
Session Average	0.02	47.35	12.83	0.20	1.13	0.26	0.00	0.09	0.46	0.01	0.00	0.00	0.00	62.35
Session Percentage	0.03	75.94	20.58	0.32	1.80	0.42	0.00	0.15	0.74	0.02	0.00	0.00	0.00	

AM Peak Hour	-	0730 - 0830	0745 - 0845	0715 - 0815	0630 - 0730	0900 - 1000	-	-	0715 - 0815	-	-	-	-	0730 - 0830
AM Peak Volume	0	452	105	5	15	5	0	0	6	0	0	0	0	569

Noon Peak Hour	1330 - 1430	1445 - 1545	1445 - 1545	1415 - 1515	1100 - 1200	1200 - 1300	-	1115 - 1215	1345 - 1445	-	-	-	-	1445 - 1545
Noon Peak Volume	1	369	108	6	19	5	0	2	8	0	0	0	0	492

PM Peak Hour	1500 - 1600	1500 - 1600	1715 - 1815	1500 - 1600	1730 - 1830	1500 - 1600	-	1715 - 1815	1500 - 1600	1600 - 1700	-	-	-	1500 - 1600
PM Peak Volume	1	384	109	4	5	2	0	2	3	1	0	0	0	499

Bi-Directional Class Count || Bi-Directional 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Lat/Long
34.161821°, -83.835738°

Weather
Fair
47°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (01-30-2024)
Bi-Directional 15min

	Bi-Directional 15min													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	9	4	0	0	0	0	0	0	0	0	0	0	13	
0015 - 0030	0	9	5	0	0	0	0	0	0	0	0	0	0	14	
0030 - 0045	0	6	6	0	0	0	0	0	0	0	0	0	0	12	
0045 - 0100	0	5	2	0	0	0	0	0	0	0	0	0	0	7	46
0100 - 0115	0	7	3	0	0	0	0	0	0	0	0	0	0	10	
0115 - 0130	0	8	3	0	0	0	0	0	0	0	0	0	0	11	
0130 - 0145	0	7	2	0	0	0	0	0	1	0	0	0	0	10	
0145 - 0200	0	5	2	0	0	0	0	0	0	0	0	0	0	7	38
0200 - 0215	0	2	0	0	0	0	0	0	1	0	0	0	0	3	
0215 - 0230	0	9	3	0	0	0	0	0	1	0	0	0	0	13	
0230 - 0245	0	6	0	1	4	0	0	0	0	0	0	0	0	11	
0245 - 0300	0	10	4	0	0	0	0	1	1	0	0	0	0	16	43
0300 - 0315	0	6	1	0	1	0	0	0	0	0	0	0	0	8	
0315 - 0330	0	6	1	0	1	0	0	0	0	0	0	0	0	8	
0330 - 0345	0	6	2	0	0	0	0	0	0	0	0	0	0	8	
0345 - 0400	0	9	3	0	0	0	0	0	0	0	0	0	0	12	36
0400 - 0415	0	5	3	1	0	0	0	0	0	0	0	0	0	9	
0415 - 0430	0	13	7	0	1	0	0	0	0	0	0	0	0	21	
0430 - 0445	0	17	12	0	0	0	0	0	1	0	0	0	0	30	
0445 - 0500	0	22	8	0	3	0	0	1	1	0	0	0	0	35	95
0500 - 0515	0	21	10	1	3	0	0	0	3	0	0	0	0	38	
0515 - 0530	0	34	14	0	1	0	0	0	3	0	0	0	0	52	
0530 - 0545	0	52	25	0	0	0	0	0	1	0	0	0	0	78	
0545 - 0600	0	55	23	0	0	0	0	0	1	0	0	0	0	79	247
0600 - 0615	0	105	27	0	1	0	0	0	0	0	0	0	0	133	
0615 - 0630	0	140	32	0	5	0	0	0	0	0	0	0	0	177	
0630 - 0645	0	130	31	0	6	1	0	0	0	0	0	0	0	168	
0645 - 0700	0	135	31	0	4	0	0	0	0	0	0	0	0	170	648
0700 - 0715	0	160	38	0	7	0	0	0	1	0	0	0	0	206	
0715 - 0730	0	181	49	0	4	0	0	0	1	0	0	0	0	235	
0730 - 0745	0	229	52	0	1	0	0	0	1	0	0	0	0	283	
0745 - 0800	0	230	55	5	3	0	0	1	4	0	0	0	0	298	1022
0800 - 0815	0	163	66	1	1	3	0	0	2	0	0	0	0	236	
0815 - 0830	0	159	38	0	2	2	0	0	0	0	0	0	0	201	
0830 - 0845	0	148	58	0	5	0	0	0	2	0	0	0	0	213	
0845 - 0900	0	158	43	0	1	0	0	0	5	0	0	0	0	207	857
0900 - 0915	0	139	47	0	5	2	0	0	2	0	0	0	0	195	
0915 - 0930	0	118	43	0	6	3	0	0	1	0	0	0	0	171	
0930 - 0945	0	133	35	0	5	1	0	0	1	0	0	0	0	175	
0945 - 1000	0	110	50	0	8	3	0	0	1	0	0	0	0	172	713
1000 - 1015	0	113	39	0	7	2	0	1	3	0	0	0	0	165	
1015 - 1030	0	116	45	0	6	5	0	1	0	0	0	0	0	173	
1030 - 1045	0	114	38	0	5	1	0	1	1	0	0	0	0	160	
1045 - 1100	0	119	34	0	5	0	0	0	1	0	0	0	0	159	657
1100 - 1115	0	125	29	0	10	0	0	0	1	0	0	0	0	165	
1115 - 1130	0	115	29	0	9	2	0	1	4	0	0	0	0	160	
1130 - 1145	0	120	40	0	6	1	0	0	0	0	0	0	0	167	
1145 - 1200	0	95	36	0	7	0	0	0	0	0	0	0	0	138	630
1200 - 1215	0	108	57	0	3	2	0	2	4	0	0	0	0	176	
1215 - 1230	0	104	45	0	4	1	0	2	2	0	0	0	0	158	
1230 - 1245	0	142	40	0	5	3	0	0	3	0	0	0	0	193	
1245 - 1300	0	109	36	0	3	5	0	0	2	0	0	0	0	155	682
1300 - 1315	0	115	43	1	7	2	0	0	1	0	0	0	0	169	
1315 - 1330	0	113	35	3	4	3	0	0	3	0	0	0	0	161	
1330 - 1345	0	136	29	0	1	0	0	0	2	0	0	0	0	168	
1345 - 1400	0	115	45	0	3	1	0	2	5	0	0	0	0	171	669
1400 - 1415	0	130	35	0	3	1	0	0	3	1	0	0	0	173	
1415 - 1430	1	136	39	2	5	0	0	2	2	0	0	0	0	187	
1430 - 1445	0	131	48	6	3	0	0	1	4	0	0	0	0	193	
1445 - 1500	0	158	49	1	3	1	0	0	1	0	0	0	0	213	766
1500 - 1515	0	174	46	3	5	2	0	0	2	1	0	0	0	233	
1515 - 1530	0	194	47	0	3	4	0	0	1	0	0	0	0	249	
1530 - 1545	1	180	42	0	1	2	0	1	1	0	0	0	0	228	
1545 - 1600	0	192	48	2	4	2	0	2	1	0	0	0	0	251	961
1600 - 1615	0	155	54	3	2	1	0	0	2	0	0	0	0	217	
1615 - 1630	1	181	45	1	2	1	0	0	1	0	0	0	0	232	
1630 - 1645	0	159	53	0	2	1	0	0	1	0	0	0	0	216	
1645 - 1700	0	198	47	0	2	0	0	0	0	1	0	0	0	248	913
1700 - 1715	1	187	38	0	1	0	0	0	0	0	0	0	0	227	
1715 - 1730	0	231	60	0	2	1	0	1	0	0	0	0	0	295	
1730 - 1745	1	190	54	0	3	0	0	0	0	0	0	0	0	248	
1745 - 1800	1	192	44	0	2	0	0	0	1	0	0	0	0	240	1010
1800 - 1815	0	154	49	1	1	0	0	1	1	0	0	0	0	207	
1815 - 1830	0	169	43	0	2	1	0	0	2	0	0	0	0	217	
1830 - 1845	0	159	22	0	2	0	0	0	0	0	0	0	0	183	
1845 - 1900	0	115	29	0	0	0	0	0	0	0	0	0	0	144	751
1900 - 1915	0	107	21	0	2	0	0	0	0	0	0	0	0	130	
1915 - 1930	0	132	29	0	2	0	0	1	1	0	0	0	0	165	
1930 - 1945	0	100	22	0	2	0	0	0	0	0	0	0	0	124	
1945 - 2000	0	85	17	0	1	0	0	1	0	0	0	0	0	104	523
2000 - 2015	0	82	25	0	1	0	0	1	0	0	0	0	0	109	
2015 - 2030	0	80	16	1	0	0	0	0	0	0	0	0	0	97	
2030 - 2045	0	94	24	0	0	0	0	0	0	0	0	0	0	118	
2045 - 2100	0	67	14	0	0	0	0	1	0	0	0	0	0	82	406
2100 - 2115	0	66	17	0	0	0	0	0	0	0	0	0	0	83	
2115 - 2130	0	56	11	0	0	0	0	0	0	0	0	0	0	67	
2130 - 2145	0	52	9	0	0	0	0	0	1	0	0	0	0	62	
2145 - 2200	0	49	10	0	0	0	0	0	1	0	0	0	0	60	272
2200 - 2215	0	31	5	0	0	0	0	1	0	0	0	0	0	37	
2215 - 2230	0	29	4	0	1	0	0	0	1	0	0	0	0	35	
2230 - 2245	0	25	3	0	1	0	0	0	0	0	0	0	0	29	
2245 - 2300	0	27	5	0	0	0	0	0	0	0	0	0	0	32	133
2300 - 2315	0	22	3	0	0	0	0	0	0	0	0	0	0	25	
2315 - 2330	0	17	5	0	0	0	0	0	0	0	0	0	0	22	
2330 - 2345	0	13	4	0	0	0	0	0	0	0	0	0	0	17	
2345 - 0000	0	12	3	0	0	0	0	0	0	0	0	0	0	15	79

Session Total	6	9157	2597	33	221	60	0	26	94	3	0	0	0	12197
Session Average	0.06	95.39	27.05	0.34	2.30	0.63	0.00	0.27	0.98	0.03	0.00	0.00	0.00	127.05
Session Percentage	0.05	75.08	21.29	0.27	1.81	0.49	0.00	0.21	0.77	0.02	0.00	0.00	0.00	

AM Peak Hour	-	0715 - 0815	0715 - 0815	0715 - 0815	0915 - 1015	0930 - 1030	-	0945 - 1045	0830 - 0930	-	-	-	-	0715 - 0815
AM Peak Volume	0	803	222	6	26	11	0	3	10	0	0	0	0	1052

Noon Peak Hour	1330 - 1430	1445 - 1545	1430 - 1530	1415 - 1515	1100 - 1200	1230 - 1330	-	1345 - 1445	1345 - 1445	1315 - 1415	-	-	-	1445 - 1545
Noon Peak Volume	1	706	190	12	32	13	0	5	14	1	0	0	0	923

PM Peak Hour	1700 - 1800	1645 - 1745	1715 - 1815	1530 - 1630	1500 - 1600	1500 - 1600	-	1500 - 1600	1500 - 1600	1500 - 1600	-	-	-	1645 - 1745
PM Peak Volume	3	806	207	6	13	10	0	3	5	1	0	0	0	1018

Bi-Directional Class Count || Volume Summary 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Lat/Long
34.161821°, -83.835738°

Weather
Fair
47°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (01-30-2024)
Volume Summary 15min

TIME	Volume Summary 15min NB	SB	15min Total	60min Total
0000 - 0015	6	7	**13**	
0015 - 0030	7	7	**14**	
0030 - 0045	7	5	**12**	
0045 - 0100	4	3	**7**	**46**
0100 - 0115	4	6	**10**	
0115 - 0130	5	6	**11**	
0130 - 0145	4	6	**10**	
0145 - 0200	2	5	**7**	**38**
0200 - 0215	2	1	**3**	
0215 - 0230	7	6	**13**	
0230 - 0245	7	4	**11**	
0245 - 0300	7	9	**16**	**43**
0300 - 0315	5	3	**8**	
0315 - 0330	3	5	**8**	
0330 - 0345	5	3	**8**	
0345 - 0400	6	6	**12**	**36**
0400 - 0415	6	3	**9**	
0415 - 0430	12	9	**21**	
0430 - 0445	17	13	**30**	
0445 - 0500	16	19	**35**	**95**
0500 - 0515	18	20	**38**	
0515 - 0530	17	35	**52**	
0530 - 0545	36	42	**78**	
0545 - 0600	29	50	**79**	**247**
0600 - 0615	56	77	**133**	
0615 - 0630	78	99	**177**	
0630 - 0645	91	77	**168**	
0645 - 0700	101	69	**170**	**648**
0700 - 0715	109	97	**206**	
0715 - 0730	139	96	**235**	
0730 - 0745	148	135	**283**	
0745 - 0800	117	181	**298**	**1022**
0800 - 0815	100	136	**236**	
0815 - 0830	84	117	**201**	
0830 - 0845	117	96	**213**	
0845 - 0900	102	105	**207**	**857**
0900 - 0915	105	90	**195**	
0915 - 0930	100	71	**171**	
0930 - 0945	89	86	**175**	
0945 - 1000	84	88	**172**	**713**
1000 - 1015	84	81	**165**	
1015 - 1030	99	74	**173**	
1030 - 1045	90	70	**160**	
1045 - 1100	93	66	**159**	**657**
1100 - 1115	76	89	**165**	
1115 - 1130	81	79	**160**	
1130 - 1145	94	73	**167**	
1145 - 1200	64	74	**138**	**630**

Time	Volume Summary 15min NB	SB	15min Total	60min Total
1200 - 1215	98	78	**176**	
1215 - 1230	91	67	**158**	
1230 - 1245	95	98	**193**	
1245 - 1300	63	92	**155**	**682**
1300 - 1315	86	83	**169**	
1315 - 1330	82	79	**161**	
1330 - 1345	85	83	**168**	
1345 - 1400	93	78	**171**	**669**
1400 - 1415	90	83	**173**	
1415 - 1430	90	97	**187**	
1430 - 1445	96	97	**193**	
1445 - 1500	102	111	**213**	**766**
1500 - 1515	104	129	**233**	
1515 - 1530	116	133	**249**	
1530 - 1545	109	119	**228**	
1545 - 1600	133	118	**251**	**961**
1600 - 1615	120	97	**217**	
1615 - 1630	122	110	**232**	
1630 - 1645	112	104	**216**	
1645 - 1700	124	124	**248**	**913**
1700 - 1715	145	82	**227**	
1715 - 1730	181	114	**295**	
1730 - 1745	137	111	**248**	
1745 - 1800	127	113	**240**	**1010**
1800 - 1815	108	99	**207**	
1815 - 1830	112	105	**217**	
1830 - 1845	100	83	**183**	
1845 - 1900	79	65	**144**	**751**
1900 - 1915	70	60	**130**	
1915 - 1930	87	78	**165**	
1930 - 1945	64	60	**124**	
1945 - 2000	45	59	**104**	**523**
2000 - 2015	37	72	**109**	
2015 - 2030	40	57	**97**	
2030 - 2045	65	53	**118**	
2045 - 2100	30	52	**82**	**406**
2100 - 2115	36	47	**83**	
2115 - 2130	29	38	**67**	
2130 - 2145	20	42	**62**	
2145 - 2200	37	23	**60**	**272**
2200 - 2215	23	14	**37**	
2215 - 2230	21	14	**35**	
2230 - 2245	18	11	**29**	
2245 - 2300	13	19	**32**	**133**
2300 - 2315	13	12	**25**	
2315 - 2330	13	9	**22**	
2330 - 2345	9	8	**17**	
2345 - 0000	8	7	**15**	**79**

Session Total	6211	5986	**12197**
Session Average	64.70	62.35	**127.05**
Session Percentage	50.92	49.08	

Appendix C
Growth Rate Summary

Growth Rate Based on U.S Census Bureau			
Geographic Area	2010	2020	2010-2020
	Census	Census	Population % Change
Hall County	179,684	203,136	1.23%

GDOT Historical Growth Rate														
Location	Station ID	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	5 year	10 year
Spout Springs Rd n/o Iris Dr	139-0441		18816				16450				12434		3.4%	5.3%
Thompson Mill Rd w/o Puckett Rd	135-0476			6367				5822				5861	2.3%	1.0%
Union Circle e/o Spout Springs	139-8206	4488			3402				3390				9.7%	4.1%
Ridge Rd s/o SR 347	139-7382		8327			6560				5382	5122		8.3%	6.3%
Spout Springs Rd n/o SR 347	139-0437	11200				10100				8450			2.6%	3.2%
5 & 10 - Year Average													5.2%	4.0%
Weighted Average													4.6%	

Growth Rate Based on Georgia Governor's Office of Planning and Budget Annual Population Projections						
Geographic Area	Average 5-Year Growth Rate From 2020-2050					
	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050
	1.6%	1.4%	1.3%	1.1%	1.0%	1.0%
	Average			1.2%		
Hall County						
	Average 10-Year Growth Rate From 2020-2050					
	2020-2030		2030-2040		2040-2050	
	1.3%		1.3%		1.1%	
	Average			1.2%		

Average Growth Rate	2.1%

12.2.2024 - Item 5

Appendix D
Synchro Reports

Synchro Reports
Existing Year (2024)

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

AM Existing
02/06/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (veh/h)	1	480	384	121	761	469	38
Future Volume (veh/h)	1	480	384	121	761	469	38
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		545	436	138	865	533	43
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Cap, veh/h		1754	808	397	1798	760	349
Arrive On Green		0.52	0.52	0.52	0.52	0.22	0.22
Sat Flow, veh/h		3474	1560	564	3561	3456	1585
Grp Volume(v), veh/h		545	436	138	865	533	43
Grp Sat Flow(s),veh/h/ln		1692	1560	564	1735	1728	1585
Q Serve(g_s), s		4.2	8.6	8.5	7.3	6.5	1.0
Cycle Q Clear(g_c), s		4.2	8.6	12.8	7.3	6.5	1.0
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1754	808	397	1798	760	349
V/C Ratio(X)		0.31	0.54	0.35	0.48	0.70	0.12
Avail Cap(c_a), veh/h		5094	2347	954	5221	1432	657
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.3	7.4	10.0	7.1	16.5	14.3
Incr Delay (d2), s/veh		0.1	0.6	0.5	0.2	1.2	0.2
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		0.8	1.7	0.7	1.5	2.1	0.3
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh		6.4	7.9	10.5	7.3	17.7	14.5
LnGrp LOS		A	A	B	A	B	B
Approach Vol, veh/h		981			1003	576	
Approach Delay, s/veh		7.1			7.7	17.4	
Approach LOS		A			A	B	

Timer - Assigned Phs	2				6		8
Phs Duration (G+Y+Rc), s	29.8				29.8		16.1
Change Period (Y+Rc), s	6.0				6.0		6.0
Max Green Setting (Gmax), s	69.0				69.0		19.0
Max Q Clear Time (g_c+I1), s	10.6				14.8		8.5
Green Ext Time (p_c), s	5.6				9.0		1.6

Intersection Summary	
HCM 6th Ctrl Delay	9.7
HCM 6th LOS	A

Notes

User approved ignoring U-Turning movement.

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

PM Existing
02/12/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	855	370	1	74	614	366	214
Future Volume (veh/h)	2	855	370	1	74	614	366	214
Initial Q (Qb), veh		0	0		0	0	0	0
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		950	411		82	682	407	238
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Cap, veh/h		1853	840		295	1838	742	340
Arrive On Green		0.53	0.53		0.53	0.53	0.21	0.21
Sat Flow, veh/h		3589	1585		400	3561	3456	1585
Grp Volume(v), veh/h		950	411		82	682	407	238
Grp Sat Flow(s),veh/h/ln		1749	1585		400	1735	1728	1585
Q Serve(g_s), s		8.2	7.7		7.8	5.4	4.9	6.5
Cycle Q Clear(g_c), s		8.2	7.7		16.1	5.4	4.9	6.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1853	840		295	1838	742	340
V/C Ratio(X)		0.51	0.49		0.28	0.37	0.55	0.70
Avail Cap(c_a), veh/h		5288	2397		688	5245	1251	574
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.1	7.0		12.3	6.5	16.4	17.0
Incr Delay (d2), s/veh		0.2	0.4		0.5	0.1	0.6	2.6
Initial Q Delay(d3),s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.7	1.5		0.5	1.1	1.6	2.1
Unsig. Movement Delay, s/veh								
LnGrp Delay(d),s/veh		7.3	7.5		12.8	6.6	17.0	19.6
LnGrp LOS		A	A		B	A	B	B
Approach Vol, veh/h		1361				764	645	
Approach Delay, s/veh		7.4				7.3	18.0	
Approach LOS		A				A	B	
Timer - Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		30.9				30.9		16.1
Change Period (Y+Rc), s		6.0				6.0		6.0
Max Green Setting (Gmax), s		71.0				71.0		17.0
Max Q Clear Time (g_c+I1), s		10.2				18.1		8.5
Green Ext Time (p_c), s		10.0				6.8		1.6

Intersection Summary	
HCM 6th Ctrl Delay	9.8
HCM 6th LOS	A

Notes

User approved ignoring U-Turning movement.

Synchro Reports
No-Build Year (2027)

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

AM No-Build
02/06/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (veh/h)	1	511	409	129	810	499	40
Future Volume (veh/h)	1	511	409	129	810	499	40
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		581	465	147	920	567	45
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Cap, veh/h		1835	846	379	1881	770	353
Arrive On Green		0.54	0.54	0.54	0.54	0.22	0.22
Sat Flow, veh/h		3474	1560	531	3561	3456	1585
Grp Volume(v), veh/h		581	465	147	920	567	45
Grp Sat Flow(s),veh/h/ln		1692	1560	531	1735	1728	1585
Q Serve(g_s), s		4.8	9.9	10.8	8.4	7.8	1.2
Cycle Q Clear(g_c), s		4.8	9.9	15.6	8.4	7.8	1.2
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1835	846	379	1881	770	353
V/C Ratio(X)		0.32	0.55	0.39	0.49	0.74	0.13
Avail Cap(c_a), veh/h		4574	2108	808	4688	1286	590
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.5	7.6	10.8	7.3	18.5	15.9
Incr Delay (d2), s/veh		0.1	0.6	0.7	0.2	1.4	0.2
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.0	2.1	0.9	1.9	2.7	0.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh		6.6	8.2	11.4	7.5	19.8	16.0
LnGrp LOS		A	A	B	A	B	B
Approach Vol, veh/h		1046			1067	612	
Approach Delay, s/veh		7.3			8.0	19.6	
Approach LOS		A			A	B	

Timer - Assigned Phs	2				6		8
Phs Duration (G+Y+Rc), s	33.7				33.7		17.4
Change Period (Y+Rc), s	6.0				6.0		6.0
Max Green Setting (Gmax), s	69.0				69.0		19.0
Max Q Clear Time (g_c+I1), s	11.9				17.6		9.8
Green Ext Time (p_c), s	6.1				10.0		1.6

Intersection Summary		
HCM 6th Ctrl Delay		10.3
HCM 6th LOS		B

Notes

User approved ignoring U-Turning movement.

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

PM No-Build
02/12/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	910	394	1	79	654	390	228
Future Volume (veh/h)	2	910	394	1	79	654	390	228
Initial Q (Qb), veh		0	0		0	0	0	0
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1011	438		88	727	433	253
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Cap, veh/h		1951	884		275	1935	745	342
Arrive On Green		0.56	0.56		0.56	0.56	0.22	0.22
Sat Flow, veh/h		3589	1585		367	3561	3456	1585
Grp Volume(v), veh/h		1011	438		88	727	433	253
Grp Sat Flow(s),veh/h/ln		1749	1585		367	1735	1728	1585
Q Serve(g_s), s		9.5	8.9		10.4	6.2	5.9	7.9
Cycle Q Clear(g_c), s		9.5	8.9		19.9	6.2	5.9	7.9
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1951	884		275	1935	745	342
V/C Ratio(X)		0.52	0.50		0.32	0.38	0.58	0.74
Avail Cap(c_a), veh/h		4691	2126		563	4653	1110	509
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.3	7.2		13.5	6.5	18.6	19.4
Incr Delay (d2), s/veh		0.2	0.4		0.7	0.1	0.7	3.2
Initial Q Delay(d3),s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.2	1.9		0.7	1.4	2.0	2.7
Unsig. Movement Delay, s/veh								
LnGrp Delay(d),s/veh		7.5	7.6		14.1	6.7	19.3	22.5
LnGrp LOS		A	A		B	A	B	C
Approach Vol, veh/h		1449				815	686	
Approach Delay, s/veh		7.5				7.5	20.5	
Approach LOS		A				A	C	
Timer - Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		35.5				35.5		17.4
Change Period (Y+Rc), s		6.0				6.0		6.0
Max Green Setting (Gmax), s		71.0				71.0		17.0
Max Q Clear Time (g_c+I1), s		11.5				21.9		9.9
Green Ext Time (p_c), s		11.0				7.6		1.5

Intersection Summary	
HCM 6th Ctrl Delay	10.5
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

Synchro Reports
Build Year (2027)

HCM 6th Signalized Intersection Capacity Analysis
AM Build

Southeastern Engineering INC.
09/09/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (veh/h)	1	511	414	131	810	519	43
Future Volume (veh/h)	1	511	414	131	810	519	43
Number		2	12	1	6	3	18
Initial Q, veh		0	0	0	0	0	0
Ped-Bike Adj (A_pbT)			1.00	1.00		1.00	1.00
Parking Bus Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Lanes Open During Work Zone							
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		581	470	149	920	590	49
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Opposing Right Turn Influence				Yes		Yes	
Cap, veh/h		1837	846	374	1882	788	361
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green		0.54	0.54	0.54	0.54	0.23	0.23
Unsig. Movement Delay							
Ln Grp Delay, s/veh		6.7	8.4	11.8	7.6	20.3	16.3
Ln Grp LOS		A	A	B	A	C	B
Approach Vol, veh/h		1051			1069	639	
Approach Delay, s/veh		7.5			8.2	19.9	
Approach LOS		A			A	B	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs		2	8			6		
Case No		7.0	9.0			6.0		
Phs Duration (G+Y+Rc), s		34.4	17.9			34.4		
Change Period (Y+Rc), s		6.0	6.0			6.0		
Max Green (Gmax), s		69.0	19.0			69.0		
Max Allow Headway (MAH), s		4.5	3.7			5.3		
Max Q Clear (g_c+I1), s		12.3	10.3			18.3		
Green Ext Time (g_e), s		6.1	1.6			10.1		
Prob of Phs Call (p_c)		1.00	1.00			1.00		
Prob of Max Out (p_x)		0.00	0.13			0.01		
Left-Turn Movement Data								
Assigned Mvmt		5	3			1		
Mvmt Sat Flow, veh/h		0	3456			528		
Through Movement Data								
Assigned Mvmt		2	8			6		
Mvmt Sat Flow, veh/h		3474	0			3561		
Right-Turn Movement Data								
Assigned Mvmt		12	18			16		
Mvmt Sat Flow, veh/h		1560	1585			0		
Left Lane Group Data								
Assigned Mvmt	0	5	3	0	0	1	0	0
Lane Assignment			L			L		

Lanes in Grp	0	0	2	0	0	1	0	0
Grp Vol (v), veh/h	0	0	590	0	0	149	0	0
Grp Sat Flow (s), veh/h/ln	0	0	1728	0	0	528	0	0
Q Serve Time (g_s), s	0.0	0.0	8.3	0.0	0.0	11.3	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	8.3	0.0	0.0	16.3	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	1728	0	0	528	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	28.4	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	23.4	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	11.3	0.0	0.0
Time to First Blk (g_f), s	0.0	28.4	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	0	788	0	0	374	0	0
V/C Ratio (X)	0.00	0.00	0.75	0.00	0.00	0.40	0.00	0.00
Avail Cap (c_a), veh/h	0	0	1255	0	0	784	0	0
Upstream Filter (I)	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	18.8	0.0	0.0	11.1	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	1.5	0.0	0.0	0.7	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	20.3	0.0	0.0	11.8	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	2.7	0.0	0.0	0.9	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	0.0	2.9	0.0	0.0	1.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.29	0.00	0.00	0.10	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment		T				T		
Lanes in Grp	0	2	0	0	0	2	0	0
Grp Vol (v), veh/h	0	581	0	0	0	920	0	0
Grp Sat Flow (s), veh/h/ln	0	1692	0	0	0	1735	0	0
Q Serve Time (g_s), s	0.0	5.0	0.0	0.0	0.0	8.6	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	5.0	0.0	0.0	0.0	8.6	0.0	0.0
Lane Grp Cap (c), veh/h	0	1837	0	0	0	1882	0	0
V/C Ratio (X)	0.00	0.32	0.00	0.00	0.00	0.49	0.00	0.00
Avail Cap (c_a), veh/h	0	4464	0	0	0	4575	0	0
Upstream Filter (I)	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	6.6	0.0	0.0	0.0	7.4	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.1	0.0	0.0	0.0	0.2	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	6.7	0.0	0.0	0.0	7.6	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	1.1	0.0	0.0	0.0	1.9	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0

3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	1.1	0.0	0.0	0.0	2.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.02	0.00	0.00	0.00	0.05	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	470	49	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1560	1585	0	0	0	0	0
Q Serve Time (g_s), s	0.0	10.3	1.3	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	10.3	1.3	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	846	361	0	0	0	0	0
V/C Ratio (X)	0.00	0.56	0.14	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	2057	576	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	7.8	16.1	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.6	0.2	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	8.4	16.3	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	2.1	0.4	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	2.2	0.4	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.23	0.01	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 6th Ctrl Delay	10.6
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	23	539	7	6	539
Future Vol, veh/h	23	23	539	7	6	539
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	4
Mvmt Flow	26	26	613	8	7	613

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1240	613	0	0	621	0
Stage 1	613	-	-	-	-	-
Stage 2	627	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	193	492	-	-	960	-
Stage 1	541	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	192	492	-	-	960	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	541	-	-	-	-	-
Stage 2	528	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.1	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	276	960	-
HCM Lane V/C Ratio	-	-	0.189	0.007	-
HCM Control Delay (s)	-	-	21.1	8.8	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	0.7	0	-

HCM 6th Signalized Intersection Capacity Analysis
PM Build

Southeastern Engineering INC.
09/09/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	910	410	1	82	654	398	232
Future Volume (veh/h)	2	910	410	1	82	654	398	232
Number		2	12		1	6	3	18
Initial Q, veh		0	0		0	0	0	0
Ped-Bike Adj (A_pbT)			1.00		1.00		1.00	1.00
Parking Bus Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Lanes Open During Work Zone								
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1011	456		91	727	442	258
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Opposing Right Turn Influence					Yes		Yes	
Cap, veh/h		1971	893		271	1955	748	343
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Prop Arrive On Green		0.56	0.56		0.56	0.56	0.22	0.22
Unsig. Movement Delay								
Ln Grp Delay, s/veh		7.5	7.7		14.5	6.7	19.9	23.8
Ln Grp LOS		A	A		B	A	B	C
Approach Vol, veh/h		1467				818	700	
Approach Delay, s/veh		7.6				7.6	21.4	
Approach LOS		A				A	C	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs		2	8			6		
Case No		7.0	9.0			6.0		
Phs Duration (G+Y+Rc), s		36.7	17.8			36.7		
Change Period (Y+Rc), s		6.0	6.0			6.0		
Max Green (Gmax), s		71.0	17.0			71.0		
Max Allow Headway (MAH), s		4.6	3.8			5.6		
Max Q Clear (g_c+I1), s		11.7	10.3			23.0		
Green Ext Time (g_e), s		11.2	1.5			7.8		
Prob of Phs Call (p_c)		1.00	1.00			1.00		
Prob of Max Out (p_x)		0.01	0.35			0.00		

Left-Turn Movement Data								
Assigned Mvmt		5	3			1		
Mvmt Sat Flow, veh/h		0	3456			361		

Through Movement Data								
Assigned Mvmt		2	8			6		
Mvmt Sat Flow, veh/h		3589	0			3561		

Right-Turn Movement Data								
Assigned Mvmt		12	18			16		
Mvmt Sat Flow, veh/h		1585	1585			0		

Left Lane Group Data								
Assigned Mvmt	0	5	3	0	0	1	0	0
Lane Assignment			L			L		

Lanes in Grp	0	0	2	0	0	1	0	0
Grp Vol (v), veh/h	0	0	442	0	0	91	0	0
Grp Sat Flow (s), veh/h/ln	0	0	1728	0	0	361	0	0
Q Serve Time (g_s), s	0.0	0.0	6.3	0.0	0.0	11.3	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	6.3	0.0	0.0	21.0	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	1728	0	0	361	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	30.7	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	21.1	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	11.3	0.0	0.0
Time to First Blk (g_f), s	0.0	30.7	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	0	748	0	0	271	0	0
V/C Ratio (X)	0.00	0.00	0.59	0.00	0.00	0.34	0.00	0.00
Avail Cap (c_a), veh/h	0	0	1077	0	0	538	0	0
Upstream Filter (I)	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	19.2	0.0	0.0	13.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.7	0.0	0.0	0.7	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	19.9	0.0	0.0	14.5	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	2.1	0.0	0.0	0.7	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	0.1	0.0	0.0	0.1	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	0.0	2.2	0.0	0.0	0.7	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.22	0.00	0.00	0.08	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment		T				T		
Lanes in Grp	0	2	0	0	0	2	0	0
Grp Vol (v), veh/h	0	1011	0	0	0	727	0	0
Grp Sat Flow (s), veh/h/ln	0	1749	0	0	0	1735	0	0
Q Serve Time (g_s), s	0.0	9.7	0.0	0.0	0.0	6.3	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	9.7	0.0	0.0	0.0	6.3	0.0	0.0
Lane Grp Cap (c), veh/h	0	1971	0	0	0	1955	0	0
V/C Ratio (X)	0.00	0.51	0.00	0.00	0.00	0.37	0.00	0.00
Avail Cap (c_a), veh/h	0	4553	0	0	0	4516	0	0
Upstream Filter (I)	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	7.3	0.0	0.0	0.0	6.6	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.0	0.0	0.0	0.1	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	7.5	0.0	0.0	0.0	6.7	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	2.2	0.0	0.0	0.0	1.4	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0

3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	2.2	0.0	0.0	0.0	1.4	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.03	0.00	0.00	0.00	0.04	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	456	258	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1585	1585	0	0	0	0	0
Q Serve Time (g_s), s	0.0	9.6	8.3	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	9.6	8.3	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	893	343	0	0	0	0	0
V/C Ratio (X)	0.00	0.51	0.75	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	2063	494	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	7.3	20.0	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.5	3.9	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	7.7	23.8	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	1.9	2.6	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.4	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (50%), veh/ln	0.0	2.1	2.9	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.21	0.07	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 6th Ctrl Delay	10.8
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

HCM 6th TWSC
PM Build

Southeastern Engineering INC.
09/09/2024

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	15	12	618	26	19	473
Future Vol, veh/h	15	12	618	26	19	473
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	13	687	29	21	526

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1255	687	0	0	716	0
Stage 1	687	-	-	-	-	-
Stage 2	568	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	189	447	-	-	885	-
Stage 1	499	-	-	-	-	-
Stage 2	567	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	184	447	-	-	885	-
Mov Cap-2 Maneuver	184	-	-	-	-	-
Stage 1	499	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.4	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	249	885	-
HCM Lane V/C Ratio	-	-	0.12	0.024	-
HCM Control Delay (s)	-	-	21.4	9.2	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Appendix E
Trip Generation Report

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

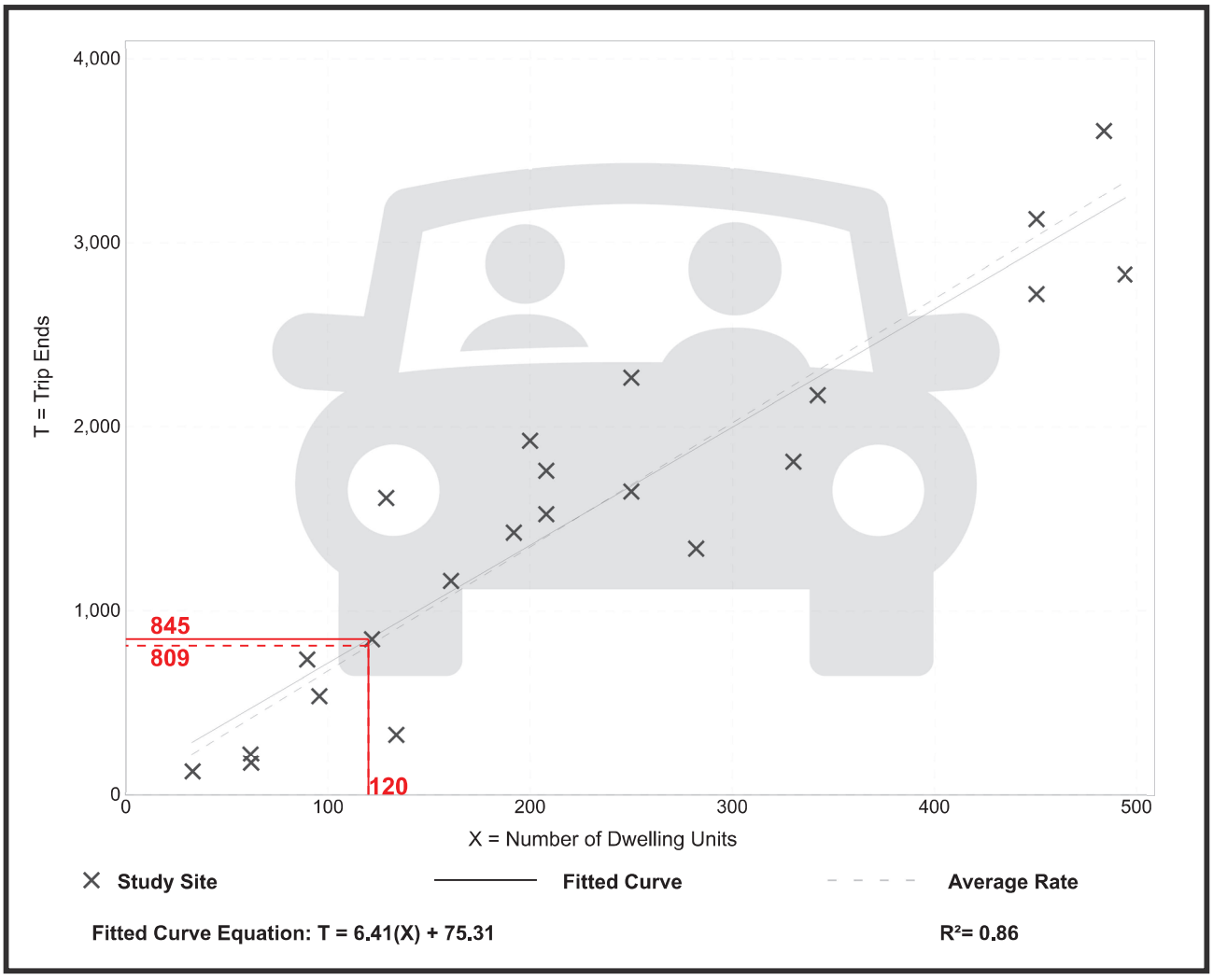
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



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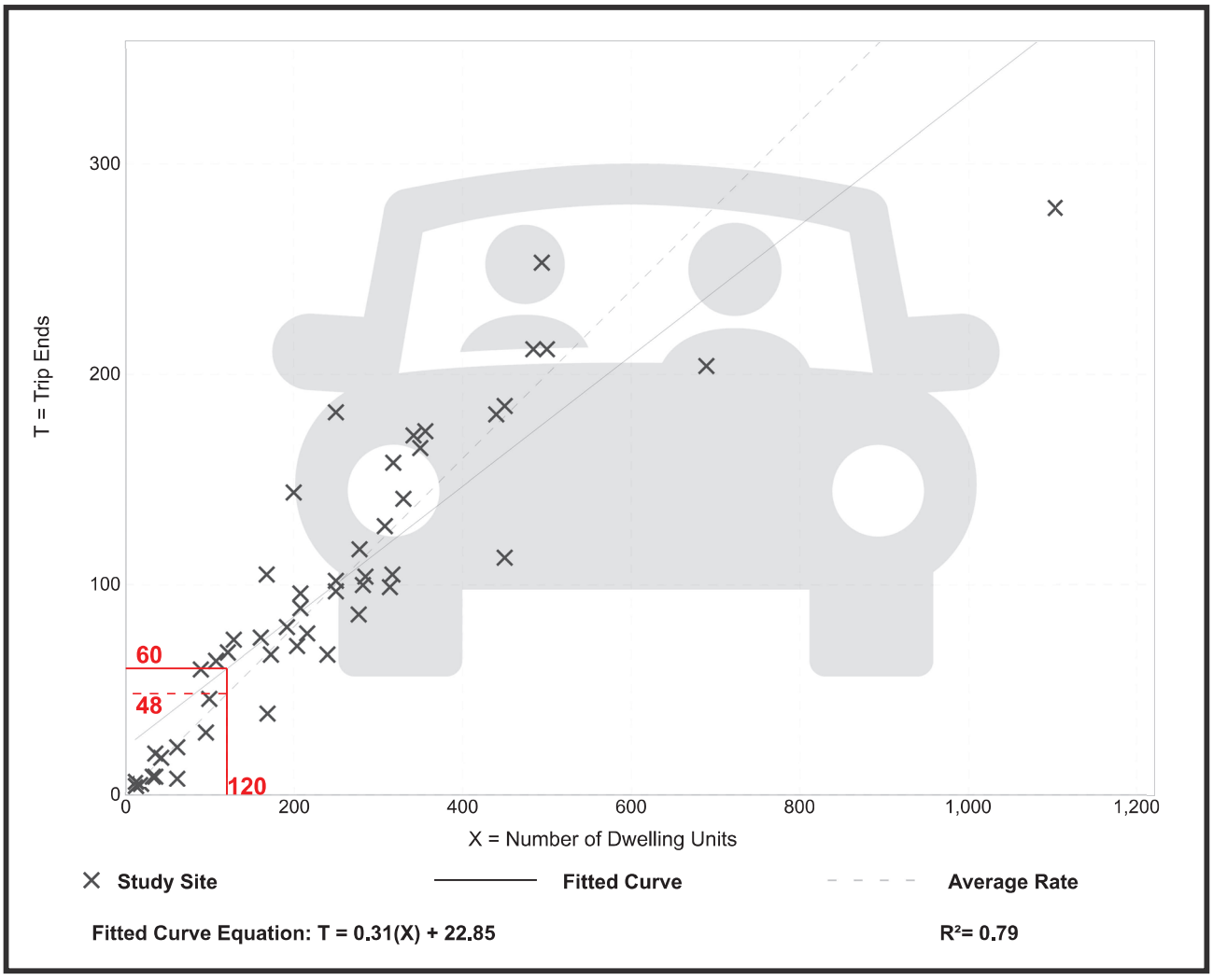
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs:	**Dwelling Units**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	49
Avg. Num. of Dwelling Units:	249
Directional Distribution:	24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



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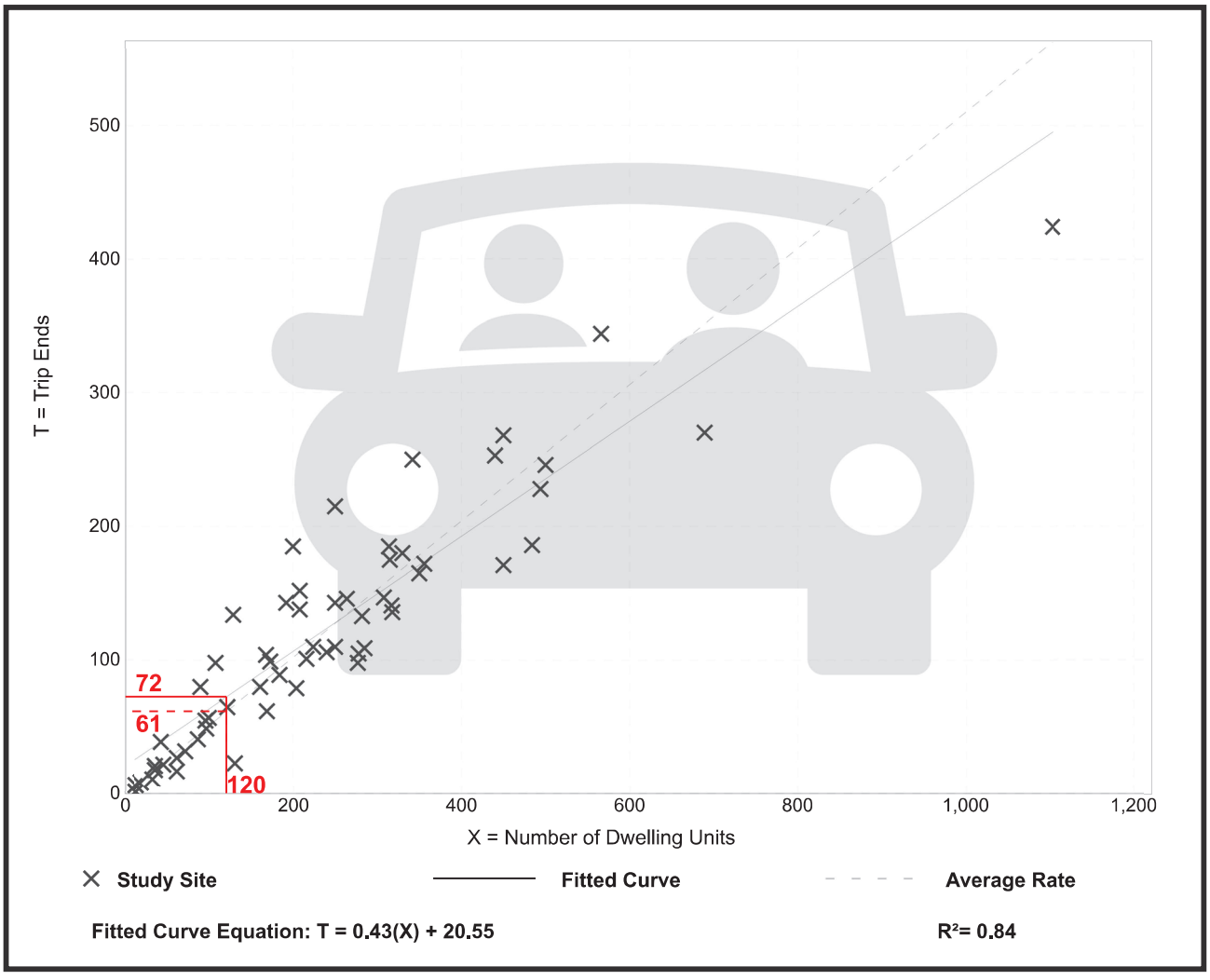
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs:	**Dwelling Units**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 4 and 6 p.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	59
Avg. Num. of Dwelling Units:	241
Directional Distribution:	63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



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Appendix F

ICE Tool Report

GDOT INTERSECTION CONTROL EVALUATION (ICE) TOOL

ICE Version 2.3| Revised 11/13/2023

GDOT PI#:	N/A	Request By:	Atlas Development		
County:	Hall	GDOT District: 1 - Gainesville			
Major Road:	SR 211	Road Class:	Minor Arterial	Speed Limit:	55 mph
Crossing Road:	Atlas Drive	Road Class:	Local	Speed Limit:	< 35 mph
Major Rd Direction:	North/South	Area Type:	Suburb/Transition		
Intersection Control:	New Intersection or Other			Project ID:	N/A
Prepared By:	Southeastern Engineering INC.			Date:	8/30/2024
Project Purpose:	New access for Atlas Townhomes development.				

Existing Data Year:	2024
Project Opening Year:	2027
Project Design Year:	2027
Annual Growth Rate:	2.1%
K Factor*:	9%

* K Factor = Proportion of average annual daily traffic occurring in the highest one hour of the day

APPROACH SPLITS:

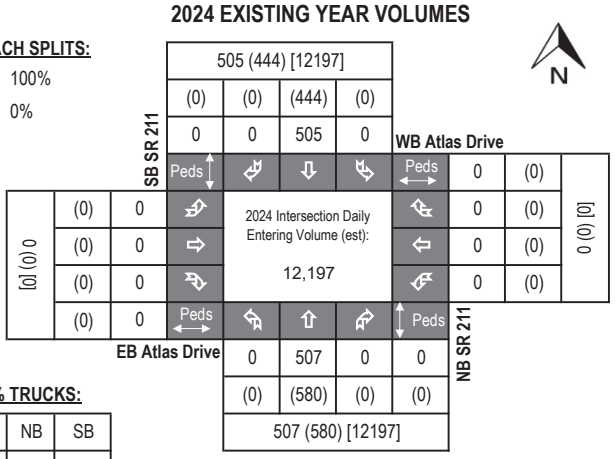
SR 211: 100%

Atlas Drive: 0%

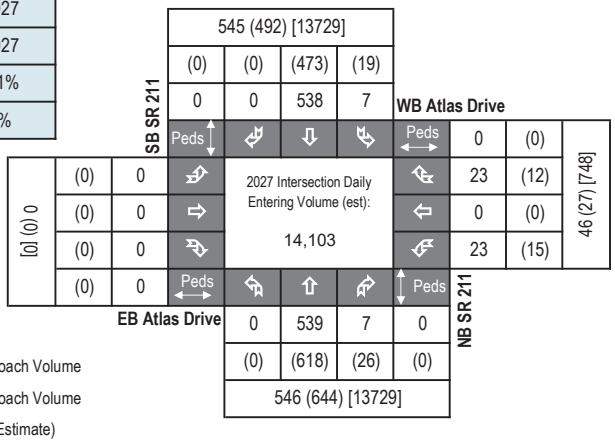
PEAK HR % TRUCKS:

EB	WB	NB	SB
1%	1%	2%	4%

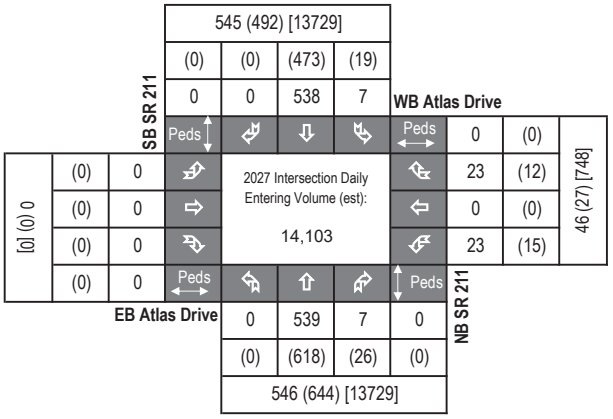
2024 EXISTING YEAR VOLUMES



2027 OPENING YEAR VOLUMES



2027 DESIGN YEAR VOLUMES



LEGEND:

000 = AM Peak Approach Volume

(000) = PM Peak Approach Volume

[000] = ADT Volume (Estimate)

Introduction: In 2005, SAFETEA-LU established the Highway Safety Improvement Program (HSIP) and mandated that each state prepare a Strategic Highway Safety Plan (SHSP) to prioritize safety funding investments. Intersections quickly became a common component of most states' SHSP emphasis areas and HSIP project lists, including Georgia's SHSP. Intersection Control Evaluation (ICE) policies and procedures represent a traceable and transparent procedure to streamline the evaluation of intersection control alternatives, and further leverage safety advancements for intersection improvements beyond just the safety program. Approximately one-third of all traffic fatalities and roughly seventy five percent of all traffic crashes in Georgia occur at or adjacent to intersections. Accordingly, the Georgia SHSP includes an emphasis on enhancing intersection safety to advance the *Toward Zero Deaths* vision embraced by the Georgia Governor's Office of Highway Safety (GOHS). This ICE tool was developed to support the ICE policy, developed and adopted to help ensure that intersection investments across the entire Georgia highway system are selected, prioritized and implemented with defensible benefits for safety towards those ends.

Tool Goal: The goal of this ICE tool is to provide a simplified and consistent way of importing traffic, safety, cost, environmental impact and stakeholder posture data to assess and quantify intersection control improvement benefits. The tool supports the ICE policy and procedures to provide traceability, transparency, consistency and accountability when identifying and selecting an intersection control solution that both meets project purpose and reflects overall best value in terms of specific performance-based criteria.

Requirements: An ICE is required for any intersection improvement (e.g. new or modified intersection, widening/reconstruction or corridor project, or work accomplished through a driveway or encroachment permit that affects an intersection) where: **1)** the intersection includes at least one roadway designated as a State Route (State Highway System) or as part of the National Highway System; or **2)** the intersection will be designed or constructed using State or Federal funding. In certain circumstances where an ICE would otherwise be required, the requirement may be waived based on appropriate evidence presented with a written request. (See the "**Waiver**" tab to review criteria that may make a project waiver eligible and for instructions to submit a waiver request to the Department). An ICE is not required when the proposed work does not include any changes to the intersection design, involves only routine traffic signal timing and equipment maintenance, or for driveway permits where the driveway is not a new leg to an already existing intersection on either 1) a divided, multi-lane highway with a closed median and only right-in/right-out access or 2) an undivided roadway where the development is not required to construct left and/or right turn lanes (as per the Driveway Manual and District Traffic Engineer).

Two-Stage Process: A complete ICE process consists of two (2) distinct stages, and it is expected that the respective level of effort for completing both stages of ICE will correspond to the magnitude and complexity of the intersection. Prior to starting an ICE, the District Traffic Engineer and/or State Traffic Engineer should be consulted for advice on an appropriate level of effort. The Stage 1 and Stage 2 ICE forms are designed minimize required data inputs using drop-down menu choices and limiting text entry. All fields shaded grey include drop down menu choices and all fields shaded blue require data entry. All other cells in the worksheet are locked.

Stage 1: Screening Decision Record Stage 1 should be conducted early in the project development process and is intended to inform which alternatives are worthy of further evaluation in Stage 2. Stage 1 serves as a screening effort meant to *eliminate* non-competitive options and identify which alternatives merit further considerations based on their practical feasibility. Users should use good engineering judgement in responding to the seven policy questions by selecting "Yes" or "No" in the drop-down boxes. Alternatives should not be summarily eliminated without due consideration, and reasons for eliminating or advancing an alternative should be documented in the "Screening Decision Justification" column.

Stage 2: Alternative Selection Decision Record Stage 2 involves a more detailed and familiar evaluation of the alternatives identified in Stage 1 in order to support the selection of a preferred alternative that may be advanced to detailed design. Stage 2 data entry may require the use of external analysis tools to determine costs, operations and/or safety data that, combined with environmental and stakeholder posture data, form the basis of the ICE evaluation. A separate "CostEst" worksheet tab helps users develop pre-planning-level cost estimates for each Stage 2 alternative evaluated, and a separate Users Guide has been prepared to give guidance on Stage 1 and Stage 2 data entry. Once all data is entered, each alternative is scored and ranked, with the results reported at the bottom of the Stage 2 worksheet to inform on the best of the intersection controls evaluated for project recommendation.

Documentation: A complete ICE document consists of the combination of the outputs from either a completed and signed waiver form or both Stage 1 and Stage 2 worksheets (along with supporting costing and/or environmental documentation), to be included in the approved project Concept Report (or equivalent) or as a stand-alone document.

GDOT ICE STAGE 1: SCREENING DECISION RECORD

ICE Version 2.3| Revised 11/13/2023

GDOT PI #	N/A
Project Location:	SR 211 @ Atlas Drive
Existing Control:	New Intersection or Other
Prepared by:	Southeastern Engineering INC.
Date:	8/30/2024

Answer "Yes" or "No" to each policy question for each control type to identify which alternatives should be evaluated in the Stage 2 Decision Record; enter justification in the rightmost column

Note: Up to 5 alternatives may be selected and evaluated; Use this ICE Stage 1 to screen 5 or fewer alternatives to evaluate in Stage 2

	Intersection Alternative (see "Intersections" tab for detailed description of intersection/interchange type)	1. Does alternative address the project need in a balanced manner and in scale with the project?	2. Does alternative improve safety performance in terms of reducing severe crashes?	3. Does alternative incorporate safety, convenience and accessibility for pedestrians and/or bicyclists?	4. Does alternative improve (or preserve) traffic operations (congestion, delay, reliability, etc.)?	5. Does alternative appear feasible given the site characteristics, constrains & location context?	6. Does alternative appear feasible with respect to other project factors?	7. Overall feasible alternative (select alternative for further evaluation in Stage 2)?	**Screening Decision Justification:**
Unsignalized Intersections	Conventional (Minor Stop)	**Yes**	**No**	**No**	**Yes**	**Yes**	**Yes**	**Yes**	Feasible solution to evaluate.
	Conventional (All-Way Stop)	No	**Yes**	**Yes**	No	No	No	No	Warrants not satisfied
	Mini Roundabout	No	**Yes**	No	No	No	No	No	Traffic pattern and turning volumes are not preferable
	Single Lane Roundabout	No	**Yes**	No	**Yes**	**Yes**	No	No	Traffic pattern and turning volumes are not preferable
	Multilane Roundabout	No	**Yes**	No	**Yes**	**Yes**	No	No	SR 211 is a single-lane facility
	RCUT (stop control)	**Yes**	No	**Yes**	**Yes**	No	No	No	No feasible u-turn location
	RIRO w/down stream U-Turn	**Yes**	No	**Yes**	**Yes**	No	No	No	No feasible u-turn location
	High-T (unsignalized)	**Yes**	No	**Yes**	No	No	No	No	Traffic pattern and turning volumes are not preferable
	Offset-T Intersections	No	No	No	No	No	No	No	Not feasible to offset. Intersection configuration is 3-legged.
	Diamond Interch (Stop Control)	No	No	No	No	No	No	No	Not an interchange, volumes do not warrant grade separation.
	Diamond Interch (RAB Control)	No	No	No	No	No	No	No	Not an interchange, volumes do not warrant grade separation.
	Add one LT Lane on SR 211 Add one RT Lane on SR 211	**Yes**	No	No	**Yes**	**Yes**	**Yes**	No	Turn lanes included in Conventional (Minor Stop)
	Other unsignalized (provide description):	No	No	No	No	No	No	No	N/A
Signalized Intersections	Traffic Signal	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Median U-Turn (Indirect Left)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	RCUT (signalized)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Displaced Left Turn (CFI)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Continuous Green-T	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Jughandle	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Quadrant Roadway	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Diamond Interch (Signal Control)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Diverging Diamond	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Single Point Interchange	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	No LT Lane Improvements No RT Lane Improvements	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Other Signalized (provide description):	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.

▭ = Intersection type selected for more detailed analysis in Stage 2 Alternative Selection Decision Record

GDOT INTERSECTION CONTROL EVALUATION (ICE) WAIVER FORM

ICE Version 2.3| Revised 11/13/2023

Waiver Request - Level 2 / 3

In certain circumstances where an ICE would otherwise be required, an ICE may be waived based on appropriate evidence presented with a written request. Scenarios in which an ICE waiver request may be considered include:

1. Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal
2. The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably; or
3. The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:
   - Low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day)
   - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity)
   - Layout has no unusual or undesirable geometric features (such as restricted sight distance)
   - The proposed changes are not expected to adversely affect safety

If only one alternative is determined to be feasible from the ICE Stage 1, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. A Waiver Form should also be submitted to document an agreed upon decision to select a preferred alternative other than the highest scoring alternative in Stage 2.

ICE waiver forms with supporting documentation should be submitted for approval to the Office of Traffic Operations or District Engineer (depending on Waiver level). Questions regarding the waiver process should be routed to the State Traffic Engineer.

Project Information:

Location: SR 211 @ Atlas Drive
County: Hall
GDOT District: 1 - Gainesville
Area Type: Suburb/Transition
Existing Intersection Control: New Intersection or Other

GDOT PI # (or N/A): N/A
Requested By: Atlas Development
Prepared By: Southeastern Engineering INC.
Date: 8/30/2024
Waiver Request Type: Driveway Permit

Traffic and Operations Data:[1,2]

Intersection meets signal/AWS warrants?	None	
Traffic Analysis Type:	Intersection Delay	
Existing Major Street Avg Daily Traffic (ADT):	12,197	
Existing Minor Street Avg Daily Traffic (ADT):	0	
Analysis Period:	AM Peak	PM Peak
2027 Opening Yr Peak Hour Intersection Delay:	21.1 sec	21.4 sec
2027 Opening Yr Peak Hour Intersection V/C:	0.19	0.12
2027 Design Yr Peak Hour Intersection Delay:	21.1 sec	21.4 sec
2027 Design Yr Peak Hour Intersection V/C:	0.19	0.12

Crash Data (Required):[3]

Crash Data: Enter most recent 5 years of crash data	*Crash Severity* K*	A*	B*	C*	O	Years: 5
Crash Type Angle	0	0	0	0	0	#DIV/0!
Head-On	0	0	0	0	0	#DIV/0!
Rear End	0	0	0	0	0	#DIV/0!
Sideswipe - same	0	0	0	0	0	#DIV/0!
Sideswipe - opposite	0	0	0	0	0	#DIV/0!
Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
TOTALS:	0	0	0	0	0	0

* Number of crashes resulting in injuries / fatalities, not number of persons

Description of Work / Justification for Waiver (Required): Only one feasible alternative was identified in Stage 1. The minor-street stop control operates acceptably in both peak hours. Atlas Drive will be two lanes, one entry and one exit. The intersection meets the threshold for both a left-turn and right-turn auxiliary lane on SR 211, and they are included in the analysis.

Proposed Intersection Control: Conventional (Minor Stop)

REQUESTED BY: Chris Maddox, PE, PTOE Date: 8/30/2024

Title: Traffic Engineer

APPROVED BY: _____ Date: _____

Name: _____

District Engineer or (Approved Delegate)

[1] *Analysis data input on this worksheet is for proposed control & configuration on form, not the No-Build data shown on the top of Stage 2*

[2] *ADT's required if available (from data collected or nearest GDOT count station site); Capacity data optional unless needed to justify basis of the waiver request.*

[3] *Crash data (required for all existing intersections) must be entered here independent from Stage 2 worksheet inputs (not linked)*

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	23	539	7	6	539
Future Vol, veh/h	23	23	539	7	6	539
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	4
Mvmt Flow	26	26	613	8	7	613

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1240	613	0	0	621	0
Stage 1	613	-	-	-	-	-
Stage 2	627	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	193	492	-	-	960	-
Stage 1	541	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	192	492	-	-	960	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	541	-	-	-	-	-
Stage 2	528	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.1	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	276	960	-
HCM Lane V/C Ratio	-	-	0.189	0.007	-
HCM Control Delay (s)	-	-	21.1	8.8	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	0.7	0	-

HCM 6th TWSC
PM Build

Southeastern Engineering INC.
09/09/2024

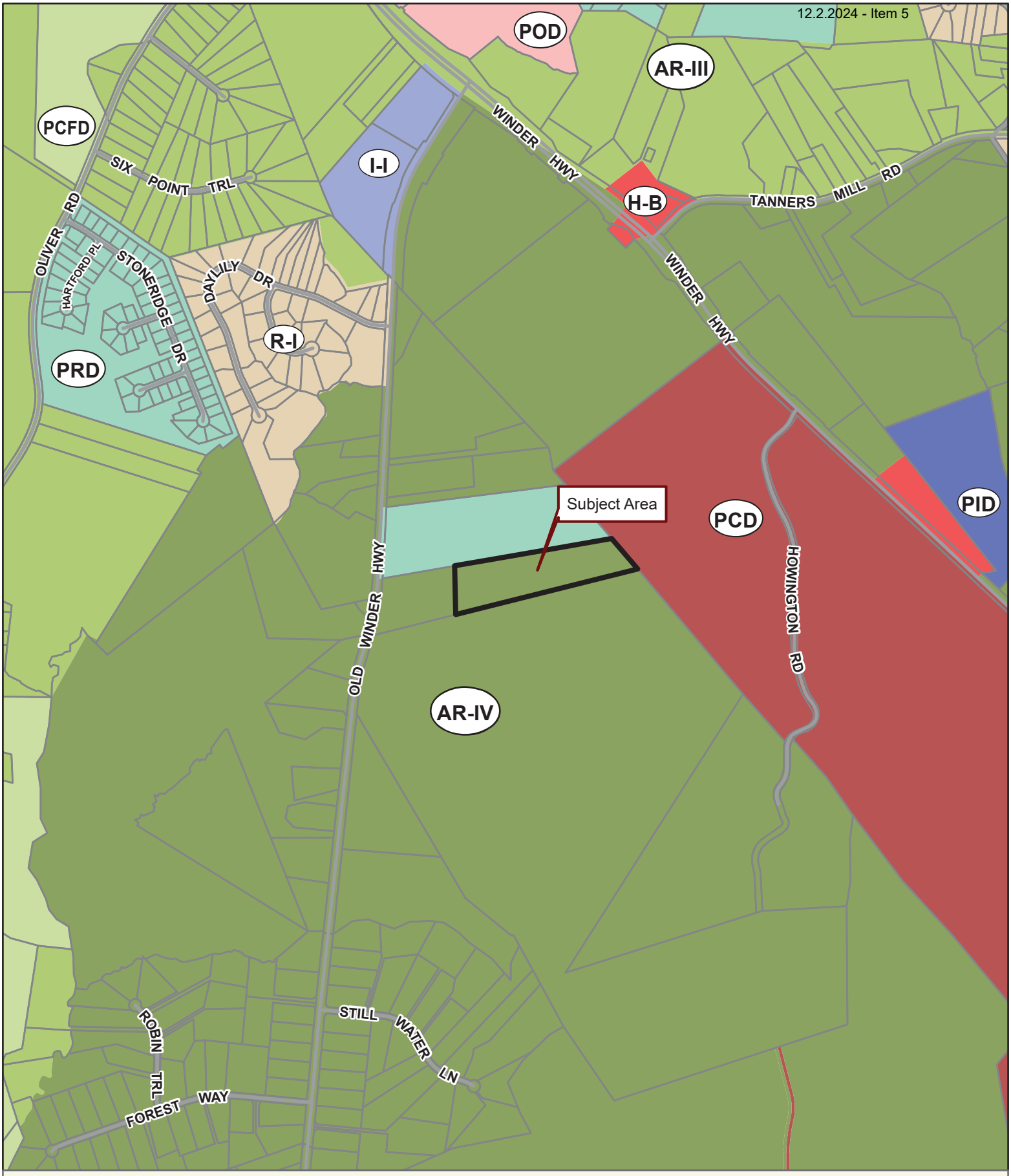
Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	15	12	618	26	19	473
Future Vol, veh/h	15	12	618	26	19	473
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	13	687	29	21	526

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1255	687	0	0	716	0
Stage 1	687	-	-	-	-	-
Stage 2	568	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	189	447	-	-	885	-
Stage 1	499	-	-	-	-	-
Stage 2	567	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	184	447	-	-	885	-
Mov Cap-2 Maneuver	184	-	-	-	-	-
Stage 1	499	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.4	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	249	885	-
HCM Lane V/C Ratio	-	-	0.12	0.024	-
HCM Control Delay (s)	-	-	21.4	9.2	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

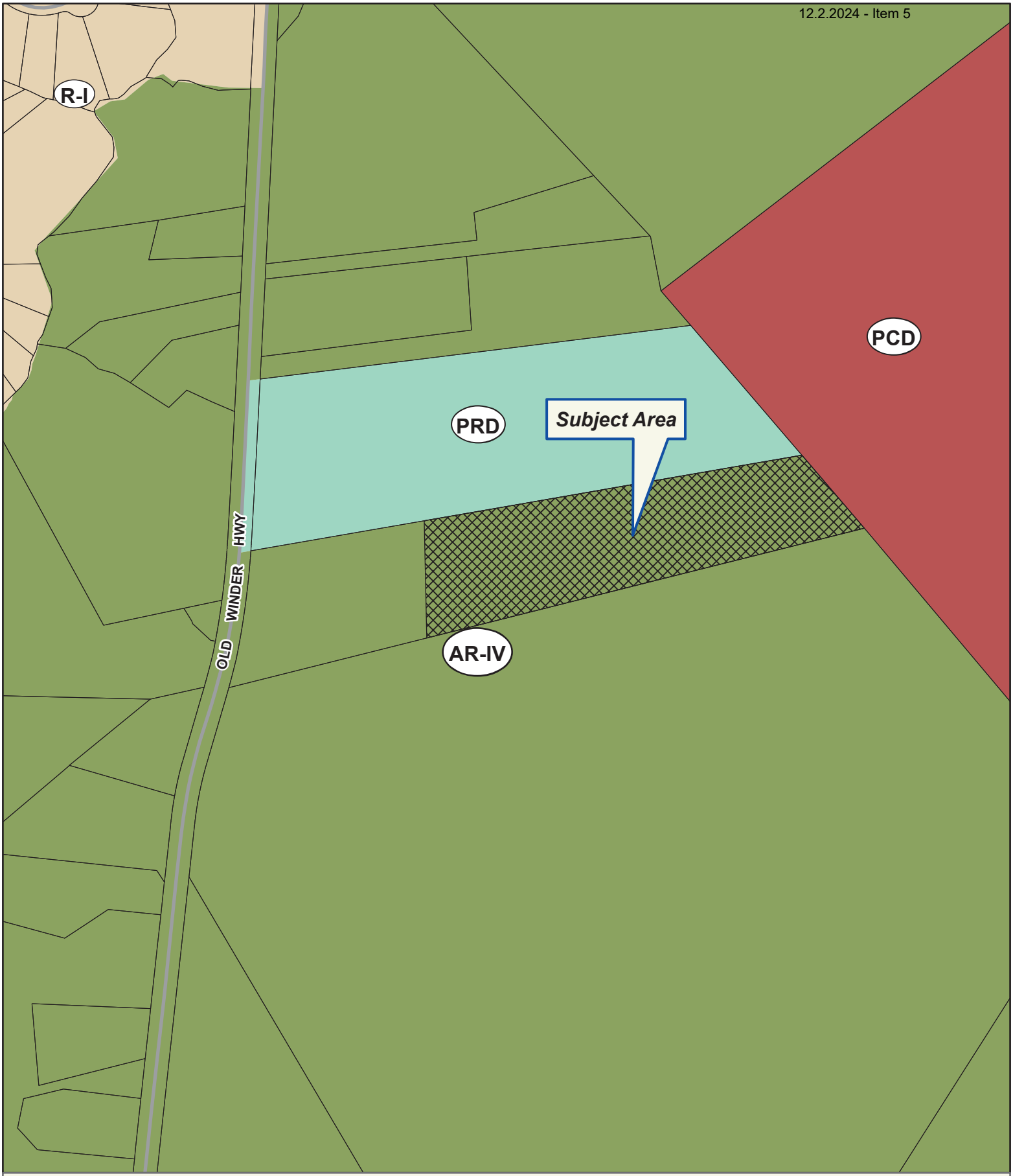


Applicant: STEVEN P. GILLIAM
Tax Parcel #: 15038 000076 (PT.)
Location: 5111 OLD WINDER HIGHWAY, BRASELTON, GA 30517
Commission District 1 **PC Mtg. Date: 11/04/2024**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Location: 5111 OLD WINDER HIGHWAY, BRASELTON, GA 30517
Commission District 1 **PC Mtg. Date: 11/04/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N


ResidentialRendering.com

Hall County Tax Parcel No.
Portion of 15038 000076

After recording, return to:
Andersen, Tate & Carr, P.C.
Attn: T. Scott Duncan, Esq.
1960 Satellite Blvd. Suite 4000
Duluth, GA 30097
ATC File 030285.070023 (MT)

STATE OF GEORGIA
COUNTY OF GWINNETT

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 3rd day of October, 2025, by and between **ATLAS DEVELOPMENT SERVICES INC.**, a Georgia corporation (herein referred to as "**Grantor**"), and **ADC VENTURE 5 LLC**, a Delaware limited liability company (herein referred to as "**Grantee**").

WITNESSETH THAT, the said Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at or before the delivery of this deed, the receipt and sufficiency of which are hereby acknowledged, and pursuant to proper authority, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey to the said Grantee, and its successors and assigns, the following described property:

> ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Georgia Militia District #392, Hall County, Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

TOGETHER WITH all fixtures, structures and improvements located on such property and the easements, rights, members and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, privileges, easements, members and appurtenances belonging or thereunto appertaining, to the only proper use and benefit of the Grantee and its successors and assigns forever in FEE SIMPLE.

AND EXCEPT for those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference, Grantor will warrant and defend the title to said premises against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, sealed and delivered by its duly authorized officer on the date above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

(Notary Seal)



Exhibit A – Legal Description
Exhibit B – Permitted Exceptions

GRANTOR:

ATLAS DEVELOPMENT SERVICES INC., a Georgia corporation

By: _____ (SEAL)
Cameron Henderson, CEO/President

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Georgia Militia District #392, Clinchem District, Hall County, Georgia, and being more particularly described as follows:

To Find the True Point of Beginning, begin at a point at the centerline intersection of Day Lily Drive and Georgia Highway No. 211; thence South 15 degrees 25 minutes 39 seconds east for a distance of 1,992.69 feet to a point, said point being the True Point of Beginning.

Thence North 80 degrees 59 minutes 38 seconds east for a distance of 1,273.51 feet to a 3/5" rebar found; thence South 40 degrees 47 minutes 49 seconds East for a distance of 323.46 feet to a 36" marked oak tree; thence South 76 degrees 45 minutes 45 seconds West for a distance of 1,472.64 feet to an iron pin set; thence North 05 degrees 19 minutes 14 seconds West for a distance of 384.39 feet to an iron pin set, said point being the True Point of Beginning.

The above parcel being Tract 2 as shown on that certain ALTA/NSPS Retracement Survey for Atlas Land Development, Peoples Bank & Trust, and Chicago Title Insurance Company; Church of Christ at Chestnut Mountain, and ADC 5 Atlanta, LLC, dated February 3, 2024, last revised July 29, 2025, and prepared by Land Development Surveyors, Inc., Lee Jay Johnson, GRLS No. 2846, Job Number 24117.

TOGETHER WITH all rights and obligations contained in that certain Access Easement dated July 30, 2025 from Church of Christ at Chestnut Mountain, Inc. to Atlas Development Services Inc., recorded July 31, 2025, in Deed Book 9698, Page 437, Hall County, Georgia records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All taxes for the year 2025 and subsequent years, not yet due and payable.

2. All matters as shown on that certain ALTA/NSPS Retracement Survey for Atlas Land Development, Peoples Bank & Trust, and Chicago Title Insurance Company; Church of Christ at Chestnut Mountain, and ADC 5 Atlanta, LLC, dated February 3, 2024, last revised July 29, 2025, and prepared by Land Development Surveyors, Inc., Lee Jay Johnson, GRLS No. 2846, Job Number 24117.

3. Access Easement dated July 30, 2025, from Church of Christ at Chestnut Mountain, Inc. to Atlas Development Services Inc., recorded July 31, 2025, in Deed Book 9698, Page 437, Hall County, Georgia records, and re-recorded October 7, 2025, in Deed Book 9733, Page 309, aforesaid records.

4. Security Deed from Atlas Development Services Inc. to Peoples Bank & Trust dated July 30, 2025, and securing the original principal balance of $353,300.00; and recorded at Deed Book 9698, Page 445, Hall County, Georgia records.

CITY OF
GAINESVILLE

WATER RESOURCES

October 27, 2025

Atlas Development, LLC
Attn: Cameron Henderson
554 W Main St, Suite 700
Buford, GA 30518

Re: Water Availability
Proposed 157-Unit Residential Development
5079 & 5111 Winder Highway
Parcels 15038 000059 & 15038 000076

To whom it may concern:

The purpose of this letter is to confirm the availability of water service to the above referenced properties.

The City of Gainesville owns and operates an existing 12-inch ductile iron water main in the right-of-way of Old Winder Highway adjacent to the subject property.

Currently, the City has adequate domestic water capacity to serve your proposed 120-unit residential development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

William (Bill) H. King III, P.E.

Assistant Director

October 23,2025

Cameron Henderson
554 West Main Street Suite 700
Buford, GA 30518

Subject: Sanitary Sewer Letter of Availability
5079 & 5111 Old Winder HWY
Parcel Id No.: **15038 000059** & 15038 000076
Braselton, GA 30517

Dear Cameron Henderson,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve 5079 & 5111 Old Winder HWY Braselton, Ga 30517 for a proposed 120 lot/unit (estimated average daily flow of 24,000 GPD for single-family residence) at this time. The nearest sanitary sewer main to this address is located on Howington Road.

The nearest existing sewer line is located along Mulberry River. An outfall sewer line is to be constructed and dedicated to Hall County by developer at owners cost.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

William (Bill) H. King III, P.E.

Application for Sewer Availability Letter

Date: October 22, 2025

Name of Applicant: Cameron Henderson Contact Number: 678-978-6782

Address of Applicant: 554 West Main Street, Suite 700

City: Buford State: GA Zip: 30518 E-mail: cameron@atlaslanddev.com

Name of Agent: Steven P. Gilliam, Attorney for Applicant Contact Number: 770-536-3381

Address of Agent: 340 Jesse Jewell Parkway, Suite 300

City: Gainesville State: GA Zip: 30501 E-mail: sgilliam@sgwmfirm.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☒ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from PRD & AR-IV (Present Zoning) to PRD (Requested Zoning)

For the Purpose of Single-Family Attached Townhomes (Type of Development)

Address of Property: 5079 & 5111 Old Winder Highway

Nearest Intersection to Property: Hwy 211 & Hwy 53

Size of Tract: 30 ac acre(s), Lane Lot Number(s): G.M.D. 392, District(s): _____

Development Estimate Average Daily Sewer Flow (GPD): ~~250~~ 200 gpd X 120 = ~~30,000~~ 24,000 gpd (average) 24,000 GPD

Property Tax Parcel Number: 15038 000059 & 15038 000076 (portion) Proposed number of Lots: 120

(Below: For properties within protected watershed districts only)

Gross Density: 4.0 units per acre Net Density: _____ units per acre

Estimated amount of impervious surface: Approximatley 9.0 ac Minimum Lot Size: 2,000 sf

Amanda Graham
Notary

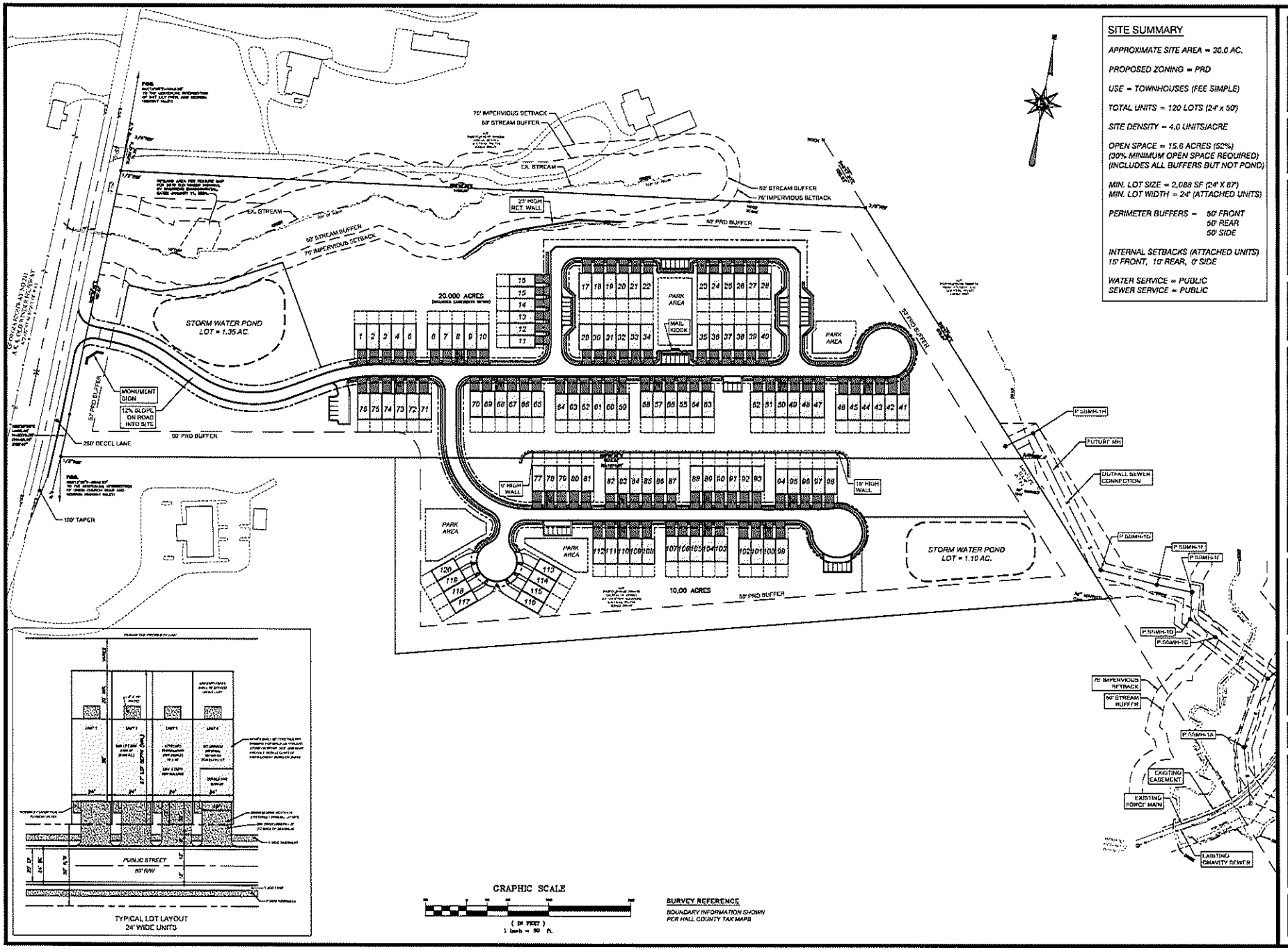
Signature of Owner(s)/Agent(s)

Steven P. Gilliam
Printed Name of Owner(s)/Agent(s)

Attorney for Applicant
Title of Agent

AMANDA GRAHAM NOTARY PUBLIC HALL COUNTY, GA My Comm. Expires August 15, 2027

Notary Seal



REED
PLANNING & DESIGN
100 Old Downing Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-4428

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STAMP

GWCC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL
CERTIFICATION NO. [illegible]
EXPIRES 10/27/2026

ATLAS DEVELOPMENT
TOWNHOUSE PROJECT
GA. HWY. 211 TRACT

PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL SEWER PLAN

JOB NUMBER	DATE
24103	8-23-2024

DATE	NO	REVISION

RZ-1

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5111 Old Winder Highway – 10.00 Acres

October 20, 2025

LOCATION – 5111 Old Winder Highway (Hwy 211)
Braselton, GA 30517

APPLICANT – ADC Venture 5, LLC

CURRENT ZONING – AR-IV

PROPOSED ZONING – PRD

ACRES – 10.0 Acres

SUMMARY

The accompanying Application seeks a Rezoning from AR-IV to PRD for 10.00 acres of undeveloped property located at 5111 Old Winder Highway in Braselton, Hall County. The intent is to develop 38 townhome units of quality, 24'wide traditional single-family fee simple townhomes with an amenity area and above the required minimum of 30% open space. The proposed use is consistent with the Hall County Comprehensive Plan for residential use and appropriate for Hall County's Planned Residential Development (PRD) District for this location, which is residential and mixed-use corridor.

SITE DESCRIPTION

The overall tract is 10 acres adjoining to 5079 Old Winder Highway and located behind Chestnut Mountain Church of Christ. The water is provided by the City of Gainesville, and Hall County will provide sewer. There are no known impediments to its successful development for the purposes intended. All roadways within the development shall be designed and constructed to Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.

ADJACENCIES & ACCESS

The property is surrounded by residential zonings (AR-IV) to the north, to the east, and to the south. Access to the property is from Old Winder Highway (SR 211), a two lane, paved and state-maintained roadway that connects to Winder Highway (SR 53).

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

PROJECT DIMENSIONAL STANDARDS

Parcel Size	10.00 acres
Proposed Number of Lots	38
Proposed Density	3.8 units/acre
Proposed Open Space	Above the 30% required minimum
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Minimum Lot Size	2,088 sq ft
Amenities	1 Park
Storm Water Management Areas	1
Minimum Lot Width	24 ft
Minimum Setback from Sidewalk	22 ft from garage door to back of sidewalk
Internal Side Setback	0 ft
Minimum Rear Yard Setback from Property Line	0 ft
Sidewalks – Both Sides of the Street	5 ft
Garage % of Front Façade	70%
Minimum Lot Depth	87 ft
PRD Buffer	50 ft
Impervious Stream Buffer	50 ft
Stream Setbacks	75 ft
Mail Kiosk (CBU)	1 with 6 additional parking spaces on the adjoining 20-acre tract
Minimum Heated Floor Area	1,800 sq ft
Front Setback from Right of Way	17 ft, 10 ft on corner streets
Side Separation from Foundation to Foundation	20 ft between buildings

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with masonry (brick or stone), wood, or fiber cement/Hardi-plank type siding. The garage doors shall not exceed 70% of the front façade. The builder intends to build:

- Single Family Fee Simple attached dwellings with two-car garages (garage width not to exceed 70% of front building width)
- Front facades with a combination of masonry and fiber cement siding materials
- Side and rear facades with masonry, fiber cement siding, or shake siding
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering
- Each building will be offset 4-5 feet from the neighboring buildings.
- All buildings contain four units.

INTERNAL SIGNAGE

The Developer and/or builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat.

AMENITIES

- 1 Park
- Guest Parking Spaces in 10-acre Tract: 6
- Total Guest Parking Included in Both Tracts: 49

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such, may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

TRAFFIC IMPACT SUDY

The following recommendation is from Southeastern Engineers dated February 22, 2024:

SR 211 Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- No other roadway improvements are recommended for this development.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the PRD master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PRD zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the

Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant / Owner reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this requested Rezoning to PRD to the existing AR-IV zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Applicant

Steven P. Gilliam
Smith, Gilliam, Williams & Miles, P.A
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501
770-536-3381
sgilliam@sgwmfirm.com

Additional Contact

Cameron Henderson
Georgia South Development, LLC
390 Brogdon Road
Suwanee, GA 30024
678-978-6782
cameron@atlaslanddev.com

Kaitlyn Elliott (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, October 3, 2024 2:19 PM
To: Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 11.4.24

Please find Environmental Health comments below:

Item 1, 5342 Robin Trail, Zhen: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process the building permit application.

Item 2A/B, 3416 Gaines Mill Road, Perez: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 3, 4163 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 4, 6539 Ransom Free Road, Cash: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. A Food Service permit/plan review may be required after review of business plan.

Item 5, 0 Dorsey Drive, Phillips: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 6, 2522 Lee Land Road, Bell: No comment. Public sewer.

Item 7, 5111 Old Winder Hwy, Gilliam: No comment. Public sewer.

Item 8, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Items 9 and 10: No comment.

Emily McGahee
Hall County Environmental Health

Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Kaitlyn Elliott (Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Tuesday, October 1, 2024 1:30 PM
To: Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for November 4, 2024

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See responses in red below.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, September 26, 2024 12:42 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; Jerry Smith (Fire Services) <jesmith@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Millie Perez (Community Development & Infrastructure) <mperez@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Pam Cravero <Pam.Cravero@hallco.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Scott Puckett <spuckett@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Chavers, Veronica E <VChavers@dot.ga.gov>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>; William King (CDI: Public Works) <wking@hallcounty.org>
Subject: RE: Tentative Planning Agenda for November 4, 2024

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

Good Afternoon

Here is the Tentative Agenda and Maps for the **Monday, November 4, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, October 3rd .** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – October 21, 2024

NEW BUSINESS

1. **5342 Robin Trail | Appeal of administrative official** | on a 2.15± acre tract located on the east side of Robin Trail approximately 740 feet from its intersection with Forest Way | Zoned AR-IV, Tax Parcel 15039D000018 | **Proposed Use: Single-family residence** | * Commission District 1 | **Yuemian Zhen, applicant** **No GDOT coordination required**

2. **(A) 3416 Gaines Mill Road | Variance** | 16.50.040 to reduce the required road frontage of 6 proposed lots | on a 17.68± acre tract located on the south side of Gaines Mill Road approximately 2,078 feet from its intersection with Eberhart Cemetery Road | Zoned AR-IV, Tax Parcel 15016 000039A | **Proposed Use: 6-lot subdivision** | * Commission District 4 | **Jose Perez, applicant**
3. **(B) 3416 Gaines Mill Road | Variance** | 12.40.170 to allow for a gravel common access driveway for 5 proposed lots | on a 17.68± acre tract located on the south side of Gaines Mill Road approximately 2,078 feet from its intersection with Eberhart Cemetery Road | Zoned AR-IV, Tax Parcel 15016 000039A | **Proposed Use: 6-lot subdivision** | * Commission District 4 | **Jose Perez, applicant** **No GDOT coordination required**

4. **4163 Cleveland Highway | Use Subject to County Commission Approval** | on a 4.41± acre tract located on the west side of Cleveland Highway (GA-129) approximately 540 feet from its intersection with Hunter Road | Zoned H-B (GCOD); Tax Parcel 12026 000009 (pt.) | **Proposed Use: Used auto sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr., applicant** **GDOT coordination required**

5. **6539 Ransom Free Road | Use Subject to County Commission Approval** | on a 19.78± acre tract located on the southwest side of Ransom Free Road at its intersection with Thompson Road | Zoned AR-IV, Tax Parcel 12014 000023 | **Proposed Use: Agri-entertainment venue** | ** Commission District 3 | **Patrick & Lorraine Cash, applicant** **No GDOT coordination required**

6. **0 Dorsey Drive | Use Subject to County Commission Approval** | on a 6.42± acre tract located on the west side of Dorsey Drive approximately 1,025 feet from its intersection with Dorsey Circle | Zoned AR-III & V-C, Tax Parcel 08034 004037 | **Proposed Use: 2-lot subdivision** | ** Commission District 2 | **Larry Phillips, applicant** **No GDOT coordination required**

7. **2522 Lee Land Road | Amend Conditions of Zoning** | on a 42.458± acre tract located on the north side of Lee Land Road at its intersection with Webb Girth Road | Zoned PRD, Tax Parcel 15030 000027A | **Proposed Use: Model homes within a townhome development** | ** Commission District 4 | **Trey Bell, applicant** **No GDOT coordination required**

8. **5111 Old Winder Highway | Rezone** | from Agricultural Residential (AR-IV) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant** **GDOT coordination required**

9. **5079 Old Winder Highway | Amend Conditions of Zoning** | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned PRD, Tax Parcel 15038 000059 | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant** **GDOT coordination required**

OTHER BUSINESS

10. **Public Hearing to adopt a minor update to Hall County's Comprehensive Plan | *** | Hall County Planning Staff, applicant.**

11. **Public Hearing to adopt Hall County's Unified Development Code | *** | Hall County Planning Staff, applicant.**

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

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

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: October 3, 2024

Subject: November 4, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the November 4, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 5342 Robin Trail | Appeal of administrative official | on a 2.15± acre tract located on the east side of Robin Trail approximately 740 feet from its intersection with Forest Way | Zoned AR-IV, Tax Parcel 15039D000018 | **Proposed Use: Single-family residence** | * Commission District 1 | **Yuemian Zhen, applicant**

a. **Engineering:** No Comment
b. **Traffic:** No Comment
c. **Utilities:** Hall County Sewer Service Area

2. 3416 Gaines Mill Road | Variance | 16.50.040 to reduce the required road frontage of 6 proposed lots | on a 17.68± acre tract located on the south side of Gaines Mill Road approximately 2,078 feet from its intersection with Eberhart Cemetery Road | Zoned AR-IV, Tax Parcel 15016 000039A | **Proposed Use: 6-lot subdivision** | * Commission District 4 | **Jose Perez, applicant**

(B) 3416 Gaines Mill Road | Variance | 12.40.170 to allow for a gravel common access driveway for 5 proposed lots | on a 17.68± acre tract located on the south side of Gaines Mill Road approximately 2,078 feet from its intersection with Eberhart Cemetery Road | Zoned AR-IV, Tax Parcel 15016 000039A | **Proposed Use: 6-lot subdivision** | * Commission District 4 | **Jose Perez, applicant**

a. **Engineering: (a & b)** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Also, Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic: (a & b)** Entrance apron for proposed common access driveway will need to be pavement per Hall County Standards.
c. **Utilities: (a & b)** Hall County Sewer Service Area

3. **4163 Cleveland Highway | Use Subject to County Commission Approval** | on a 4.41± acre tract located on the west side of Cleveland Highway (GA-129) approximately 540 feet from its intersection with Hunter Road | Zoned H-B (GCOD); Tax Parcel 12026 000009 (pt.) | **Proposed Use: Used auto sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr., applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT permit required
    c. **Utilities:** Hall County Sewer Service Area

4. **6539 Ransom Free Road | Use Subject to County Commission Approval** | on a 19.78± acre tract located on the southwest side of Ransom Free Road at its intersection with Thompson Road | Zoned AR-IV, Tax Parcel 12014 000023 | **Proposed Use: Agri-entertainment venue** | ** Commission District 3 | **Patrick & Lorraine Cash, applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show FEMA and Hall County studied Flood plains that are present on site. Also, show stream buffer and impervious setback from wrested vegetation not centerline of stream
    b. **Traffic:** Minimum 20 foot wide access required, other requirements may be necessary per civil plans.
    c. Utilities: Hall County Sewer Service Area

5. **0 Dorsey Drive | Use Subject to County Commission Approval** | on a 6.42± acre tract located on the west side of Dorsey Drive approximately 1,025 feet from its intersection with Dorsey Circle | Zoned AR-III & V-C, Tax Parcel 08034 004037 | **Proposed Use: 2-lot subdivision** | ** Commission District 2 | **Larry Phillips, applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** No Comments
    c. **Utilities**: Hall County Sewer Service Area

6. **2522 Lee Land Road | Amend Conditions of Zoning** | on a 42.458± acre tract located on the north side of Lee Land Road at its intersection with Webb Girth Road | Zoned PRD, Tax Parcel 15030 000027A | **Proposed Use: Model homes within a townhome development** | ** Commission District 4 | **Trey Bell, applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No Comments
    c. **Utilities**: City of Gainesville Sewer Service Area

7. **5111 Old Winder Highway | Rezone** | from Agricultural Residential (AR-IV) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream
    b. Traffic: GDOT permit is required, on street parking is prohibited without a variance, and mail kiosk site does not meet Hall County Standards.
    c. **Utilities**: Hall County Sewer Service Area, existing sewer is available approximately 530' east of East Place.

8. **5079 Old Winder Highway | Amend Conditions of Zoning** | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned PRD, Tax Parcel 15038 000059 | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant**

    a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT permit is required, on street parking is prohibited without a variance, and mail kiosk site does not meet Hall County Standards.
    c. **Utilities**: Offsite easement required, system extension at developments expense.

Kaitlyn Elliott (Planning)

From: John Hornick (Fire Services)
Sent: Friday, October 4, 2024 8:43 AM
To: Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning)
Subject: Fire Comment

Monday, November 4, 2024 Hall County Planning Commission Meeting.

1. **5111 Old Winder Highway | Rezone** | from Agricultural Residential (AR-IV) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant**

   The Hall County Fire Marshal's office has no comments as proposed

2. **5079 Old Winder Highway | Amend Conditions of Zoning** | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned PRD, Tax Parcel 15038 000059 | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant**

   The Hall County Fire Marshal's Office has no comments as proposed

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)
Sent: Friday, January 3, 2025 4:38 PM
To: Jennifer Rivera (Administration)
Cc: Casey Ramsey (Administration); Zachary Propes (Administration)
Subject: FW: 5111 Hwy 211 Zoning
Attachments: BasinMap.pdf; 5111 Old Winder Highway - Condition 27- Detention Pond

Jennifer,

Would you please add this email and the attachments to the application files for both 5079 and 5111 Old Winder Highway?

Thank you,
Beth

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
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From: Steve Gilliam <sgilliam@sgwmfirm.com>
Sent: Friday, January 3, 2025 4:15 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Amanda Graham <agraham@sgwmfirm.com>; Cameron Henderson <cameron@atlaslanddev.com>
Subject: FW: 5111 Hwy 211 Zoning

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Beth- please see attached Email and Basin Map from Kevin Reed, PE showing why Condition 27 is substantially impractical both physically, regulatorily, environmentally, and financially to avoid releasing pond flows in the direction of Tax Parcel 15038000010. This is to request that you distribute

these to the County Commissioners for their review prior to the hearing on January 9, 2025 and if any questions please contact me. Thanks and Happy New Year.

Steve Gilliam
Smith Gilliam Williams & Miles
sgilliam@sgwmfirm.com
(O) 770-536-3381

From: Cameron Henderson <cameron@atlaslanddev.com>
Sent: Thursday, January 2, 2025 1:00 PM
To: Steve Gilliam <sgilliam@sgwmfirm.com>
Cc: Amanda Graham <agraham@sgwmfirm.com>
Subject: Fwd: Hwy 211 Zoning

---------- Forwarded message ---------
From: <jkreed.rpd@gmail.com>
Date: Thu, Jan 2, 2025, 12:21 PM
Subject: Hwy 211 Zoning
To: Cameron Henderson <cameron@atlaslanddev.com>

Cameron –

As requested, I have reviewed the drainage possibilities for the offsite pond located approximately 150'-200' downstream of the property boundary. You had asked if there was a possibility of releasing runoff from our site from the pond directly to the rear of the site (to the Raceway property) and not to the existing pond. I do not believe this is a realistic or wise option for several reasons as listed below –

1. Standard engineering practice is to collect runoff from a newly developed site in a stormwater pond and then releasing at a safe location (preferably at the same location as pre-develop flow exits the property).

This standard typically provides the best solution to maintain downstream flows (but not increase them) and to follow the natural drainage patterns. Hall County requires storm water ponds to be designed in accordance with the Georgia Stormwater Management Manual such the pond will provide water quality measures through TSS reductions, channel protection measures through slower release rates for smaller storms, and then stormwater detention measures to ensure post-developed peak flow runoff rates are not increased above pre-developed peak flow runoff rates. It is important to try and maintain the natural drainage flows and basins as much as possible. Furthermore, the proposed pond is typically

located in the low area of a property so as to outlet the pond at the best possible location. In our case, the proposed pond would outlet to a natural drainage channel which is ideal to accept such concentrated flows as generally produced by a required stormwater pond.

2. The offsite pond has an estimated basin size of 21.7 acres. If the pond is not fed by a springhead or a well, then the runoff from the 21.7 acres is the primary source of flow to the pond. Our design would aim to maintain this source of inflow to be able to maintain the water surface elevations in the pond. Approximately 14.8 acres of the pond basin lies on the new townhouse property. If the new pond for the development is not routed to the pond, the pond would lose more than 2/3 of its water source which may significantly impact the ability to maintain the water surface levels of the pond (unless pond is fed by a spring or well).

3. It appears to be physically impractical to release runoff from the pond to the rear onto the Raceway property. The natural drainage channel elevation for the pond outlet is approximately 976 at the property line. There is a natural ridge line running along the rear of the subject property which at its lowest point near the rear property corner has an approximate elevation of 1014. This is a minimum of 42 feet above the where the pond outlet would be making it impractical construct a ditch or pipe through this ridge line. Geotech borings indicate solid rock along this ridge line at about 15'-16' deep.

4. If it the pond were able to be released to the rear onto the Raceway property (which is not a wise option due to manipulation of the natural drainage patterns and other items listed above), it presents more issues. Primarily, Hall County and the Georgia Stormwater Management Manual both require the post-developed are not increased beyond pre-developed flows. Due to the ridge running along the rear of the property, pre-developed flows from our site are 0 toward the Raceway property. Release flows from the pond cannot be 0, so there will be an increase in runoff to the raceway property. You would need easements, studies, and agreements from the adjacent property owner to allow increased flows across their property all the way to an established flood plain that could accept such flows without impact. However, such increased flows could also cause serious erosion control issues on the raceway property particularly since there is a 50'+ high slope on the other side of the ridge line mentioned above.

Again, it seems to be substantially impractical both physically, regulatory, environmentally, and financially to release pond flows in this direction.

As a last note, it will be imperative to maintain excellent erosion control BMPs, monitoring, and repairs to prevent sediment from leaving the property boundary. This can help prevent silt from entering the downstream pond area.

Thanks. Please let me know if you would like to discuss this further.

J. Kevin Reed, PE

Reed Planning & Design, Inc.

Dawsonville, GA 30534

Jkreed.rpd@gmail.com

706-531-8428

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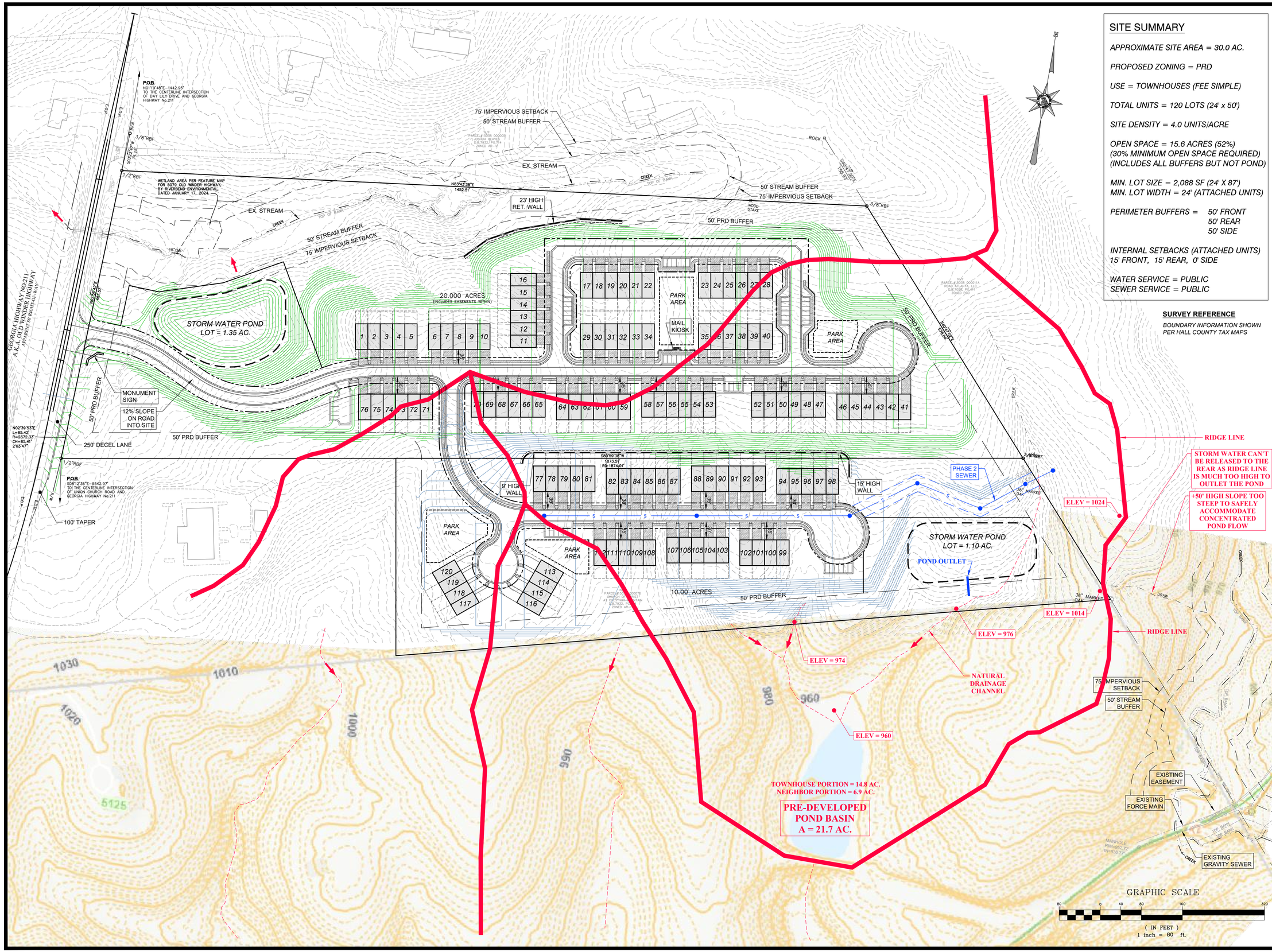

SITE SUMMARY

APPROXIMATE SITE AREA = 30.0 AC.

PROPOSED ZONING = PRD

USE = TOWNHOUSES (FEE SIMPLE)

TOTAL UNITS = 120 LOTS (24' x 50')

SITE DENSITY = 4.0 UNITS/ACRE

OPEN SPACE = 15.6 ACRES (52%)
(30% MINIMUM OPEN SPACE REQUIRED)
(INCLUDES ALL BUFFERS BUT NOT POND)

MIN. LOT SIZE = 2,088 SF (24' X 87')
MIN. LOT WIDTH = 24' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER HALL COUNTY TAX MAPS

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

ATLAS DEVELOPMENT TOWNHOUSE PROJECT GA. HWY. 211 TRACT

PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

BASIN MAP EXHIBIT

JOB NUMBER	DATE
24103	12-31-2024

DATE	NO	REVISION

1

Jennifer Rivera (Administration)

From: scanner <scanner@sgwmfirm.com>
Sent: Friday, January 3, 2025 4:00 PM
To: Steve Gilliam
Subject: 5111 Old Winder Highway - Condition 27- Detention Pond
Attachments: 20250103155944856.pdf

This E-mail was sent from "RNP5838792628B5" (IM C6000).

Scan Date: 01.03.2025 15:59:44 (-0500)
Queries to: scanner@sgwmfirm.com

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GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

December 6, 2024

Steven Gilliam
P.O. BOX 1098
Gainesville, GA 30503

Dear Applicant:

On December 2, 2024 the Hall County Planning Commission voted to recommend approval, with conditions the application of:

5111 Old Winder Highway | Rezone | from Agricultural Residential (AR-IV) to Planned Residential Development (PRD) | on a 10± acre tract located on the east side of Old Winder Highway, approximately 2,051 feet from its intersection with Daylily Drive | Zoned AR-IV, Tax Parcel 15038 000076 (pt.) | **Proposed Use: Addition of 38 townhomes to a PRD** | ** Commission District 1 | **Steven P. Gilliam, applicant**

Conditions:

1. Approval of the amended conditions is contingent upon the approval of the Special Use request of 5079 Old Winder Highway (HZCU24-0039).

2. The property shall be developed in accordance with the site plan dated August 23, 2024, and as described in the project narrative submitted on October 18, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.

4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.

6. The development shall feature sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.

7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

8. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to final plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to final plat recording.

9. There shall be a mandatory Homeowners' Association (HOA).

10. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).

11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.

12. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on State Route 211 (aka Old Winder Highway) per the traffic impact study recommendations.

13. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.

14. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.

15. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

16. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

17. Buildings shall have no more than 6 units per building. Each building shall be staggered a minimum of 4 feet from the front setback of adjacent buildings.

18. The development shall be limited to 120 total townhome units.

19. All residential driveways shall measure no less than 20 feet from back of right-of-way.

20. There shall be a total of 51 guest parking spaces provided as shown on the site plan dated August 23, 2024.

21. The cluster mailbox unit shall have no less than 6 parking spaces.

22. Developer is allowed a maximum of one sales office. Office shall be removed at time of sale of last unit.

23. One construction trailer is permitted, provided the conditions of the Hall County Unified Development Code are met.

24. The development shall be subject to all townhome standards as listed in section 7.3.1.F. of the Hall County Unified Development Code.

25. A 50 foot undisturbed buffer shall be maintained along the property line of tax parcel 15038 000010.

26. The developer shall install and maintain a 6 foot high privacy fence or a 6 foot high vinyl coated chain link fence adjacent to the required 50 foot undisturbed buffer. The fence shall be located along the interior edge of the undisturbed buffer.

27. The detention pond at the rear of the property shall be designed to avoid directing stormwater runoff towards tax parcel 15038 000010.

The Board of Commissioners will hold a public hearing for final determination of this request at their meeting scheduled for **Thursday, January 9, 2025 at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Please remember that removal of all Public Notice signs posted on the property is your responsibility and should be removed within five (5) working days following the Board of Commissioners' final decision.

It is necessary that either you or your representative attend this meeting.

If you have any questions, please call this office.

Sincerely,

Beth Garmon,
Director of Planning and Zoning

/ke

January 17, 2025

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, GA 30504

RE: Rezoning Request; Steven P. Gilliam Application to Rezone 5111 Old Winder Highway, Braselton, Georgia 30517 to Planned Residential Development on 10+/- Acre Tract from Chestnut Mountain Church of Christ; Proposed Use: Addition of 38 Townhomes

Dear Chair and County Commissioners,

My name is Bart Jackson. I spoke on Thursday, January 9, 2025, on behalf of the Chestnut Mountain Church of Christ. The neighboring landowner was concerned about the run-off into their lake.

I first want to state that my father worked and retired from the Barrow County Soil Conservation and was involved in the design of many watersheds and correction of land erosion issues during his life. I grew up with a high respect for our land.

If you look at QPublic and at a MAP of the property in question, you can see that the lake that they are referring to is brown, and there was no grading at the time when the satellite photo was taken.

If I heard her correctly, the daughter of the landowner, Ms. Cooper, said that the commissioners were welcome to come and look for themselves. I think that it would be a great idea to see firsthand her desire to have clean water and no poor run-off. If this truly is her concern, I hope that she will clean up all the tanks, tires, pipes, rusty metal, and a tractor trailer that has been sitting so long that a tree is growing through the back of it, which is on the property line. I have attached some pictures and a video of this potential land contamination for your review.

Again , this request is so that we can use the proceeds from the sale of this land locked property to get our church out of debt so we can move forward with the mission of the church.

Sincerely,

Bart Jackson Bart Jackson



















Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)
Sent: Tuesday, January 21, 2025 10:54 AM
To: Billy Powell (County Commission); David Gibbs (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission); Kathy Cooper (County Commissioner)
Cc: Zachary Propes (Administration); Casey Ramsey (Administration); Jennifer Rivera (Administration)
Subject: FW: Proposed Conditions- 211- 38 Townhomes.

Commissioners,

Please see below for a proffered condition by the applicant regarding the proposed development at 5111 Old Winder Highway, in response to the comments made by Ms. Jill Cooper at the meeting on January 9th.

Please let me know if you have any questions, or need additional information.

Thank you,
Beth

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
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From: Cameron Henderson <cameron@atlaslanddev.com>
Sent: Tuesday, January 21, 2025 10:47 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Steve Gilliam <sgilliam@sgwmfirm.com>; Amanda Graham <agraham@sgwmfirm.com>
Subject: Proposed Conditions- 211- 38 Townhomes.

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

Beth, per our discussion with Hall County Engineering, we have determined that it is in fact, illegal to re-route the water that currently flows towards Ms. Jill Cooper. There is currently about 20 acres that naturally flows towards her pond. We have to actually keep the same flow that currently exists.

So through the help of Hall County Engineering, we have come up with the following proposed conditions to ease the tensions around potential run-off from the development.
1- Have a siltation analysis performed on her downstream pond. This would be pre and post development. Pre development to determine a baseline analysis, then post to determine any change. We would dredge any additional silt that is added during construction. This would require Ms.Coopers approval to enter onto her property.
2- Increase the size of the temporary silt pond for construction from 67 cu/yds to 134 cu/yds, doubling the required size under current BMP's.

Please feel free to reach out to me with any questions. Steve and I will be reaching out to Ms. Cooper today to get her opinions on the proposed conditions.

--
Thanks so much,

Cameron Henderson | Owner
Atlas Development
554 W Main St Suite 700 | Buford, Georgia | 30518
Phone: 678.978.6782
www.AtlasLandDev.com

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

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PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500- foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN _____ AND NO LATER THAN Aug 13

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN Aug 13 **ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Tim Williams **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 8/11/25 **for** Friendship LUXE Development
Date (Name application filed as)

Signature _____
(The original document is required)

ZONING NOTICE

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

APPLICANT: STEVEN P. GILLIAM

REQUEST: REZONE FROM AR-1 TO PRD FOR ADDITION OF 44 TOWNHOMES TO EXISTING PRD (REMANDED)

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: NOV. 13, 2025

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

511100 Oct 29, 2025 10:52:33
Old Winder Highway
Braselton
Hall County
Georgia

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 632/2025

SUBJECT: **5303 Browns Bridge Road | Amend Conditions |** on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | Commission District 2 | **Ali Sadegh, applicant**

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: BG

Recommendation:
Denial.

Purpose of Request:
5303 Browns Bridge Road | Amend Conditions | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | Commission District 2 | **Ali Sadegh, applicant**

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Withdrawal Form
Recommendation Report
Application
Narrative
Site Plan
Maps
Deed
Legal Description
Historic Board of Commissioners Letter - 2023
Historic Board of Commissioners Narrative
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comments
Fire Comment
Public Comments
Notice Sign

Hall County Government
PLANNING AND ZONING

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 27, 2025

Subject: **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract| Zoned H-B; Tax Parcel 08080 003018 **| Proposed use: Vehicle repair, major | Ali Sadegh, applicant**

The request before you is from Ali Sadegh for a special use to amend conditions of zoning for vehicle repair, major. This item is located within Commission District 2.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (4-0, Davidson absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the Highway Business (H-B) zoning district and the Comprehensive Plan future land use designation of "Business Nodes and Corridors."

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

On October 10, 2025, the applicant requested that this item be withdrawn.

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

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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]

Email Address [redacted]

Property Owner (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]

Email Address [redacted]

Proposed Use _____

Contact Person (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]

Email Address [redacted]

Tax Parcel Number _____

Location Address 5303 Browns Bridge Rd Gainsville

Status of Applicant

-] Owner
-] Option to Purchase
-] Area Resident
-] Other

Requested Action

Type of Request:
⊓ SU ⊓ CUP
Fee:$ _____
Receipt #: _____
Check #: _____

Zoning: _____
Acreage _____

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

Print Ali Sadegh Date: 6-27-25

Sign _____ Date: 6-27-25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: 10-10-25

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Ali Sadegh

Request ..... **Special Use** | Amend conditions of zoning

Proposed Use ..... Vehicle repair, major

Size ..... 0.97± acres

Zoning ..... Highway Business (H-B)

Location ..... **5303 Browns Bridge Road |** Tax Parcel 08080 003018

Commission District ..... Two

Planning Commission Date ..... October 6, 2025

Staff Recommendation ..... **Approval, with conditions,** as the proposed use is consistent with the Highway Business (H-B) zoning district and the Comprehensive Plan future land use designation of "Business Nodes and Corridors."

Record Number(s) HZCU25-0039

Planning Commission Recommendation..... **Denial**

Vote: 4-0 (Davidson absent)

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

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

Ali Sadegh, 5303 Browns Bridge Road, Gainesville, presented the request. The applicant is requesting to amend conditions of zoning on a 0.97± acre tract, zoned Highway Business (H-B) within the Gateway Corridor Overlay District (GCOD) to permit the sale and repair of used automobiles and boats. Specifically, the request is for the applicant to utilize the building adjacent to Browns Bridge Road for both retail sales and the repair of automobiles and boats, not restricted to a sales office as previously approved. The subject property was approved for a conditional use on May 10, 2023, for used auto/boat sales and repair (HZCU23-0016) subject to ten conditions.

Public Forum:

Patti Gray, 5383 Whitmire Drive, Gainesville, spoke in opposition. Ms. Gray expressed concern that customers have been using the residential Whitmire Drive for test drives instead of Browns Bridge Road and issues of speeding. She noted that many of the vehicles do not have license plates on them from her observations. Additional concerns included the deteriorating condition of Whitmire Drive due to large transport vehicles accessing the business, increased noise affecting nearby properties, and a negative impact on local wildlife. Ms. Gray also inquired whether a stormwater management report had been completed and requested a condition requiring the closure of the business entrance on Whitmire Drive.

Planning Commission Comments:

Mr. Braswell asked the applicant to clarify whether the application was to amend the previous zoning conditions to allow for auto repair and auto and tire sales. The applicant confirmed that this was the intent of the request. Mr. Braswell then asked the applicant to address concerns about vehicles being test driven on Whitmire Drive. The applicant stated that it did not make sense for test drives to occur on that small street due to its limited access, low speed limit, and the fact that it is a dead end road. He added that customers had access to Browns Bridge Road instead. Mr. Castleberry asked if customers were using Whitmire Drive for test drives. The applicant responded that they were not, reiterating that it was a small road with a low speed limit. Mr. Sosebee asked whether the vehicles being test driven had license plates. The applicant confirmed that they did and clarified that the vehicles belonged to customers. Mr. Sosebee then asked the applicant to explain the special use request. The applicant stated that they wished to allow tire and radio mechanic work, as well as the sale of tires and vehicles.

Mr. Hunt asked whether the property had a tenant operating the business. The applicant explained that they were the property owner, but the shop was operated by a tenant. He added that he had visited the business earlier that day and did not observe any vehicles using Whitmire Drive or speeding. Mr. Braswell commented that the original zoning application had been challenging due to the number of requested uses and the size of the lot. Mr. Braswell stated given the lot size this would be too many uses.

Mr. Sosebee added, as part of his motion, that the business must comply with the original conditions set by the Board of Commissioners at their May 10, 2023 meeting.

Motion: A motion to deny was made by Frank Sosebee and seconded by André Castleberry. Vote: 4-0 (Davidson absent)

Staff recommends APPROVAL of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plans dated June 27, 2025, and as described in the project narrative dated June 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances are granted as part of this request except for those listed below:
    a. Gravel parking shall be permitted only where shown on site plan.
    b. A 10 foot landscape strip shall be required only between the driveway accessing Browns Bridge Road and the intersection of Browns Bridge Road and Whitmire Drive.

   c. Black or green vinyl-coated chain link fencing shall be permitted around the area designated as a "Sales Lot" at the northwest corner of the lot.
3. The property shall not be used as a storage facility, other than automobiles or boats being serviced or for sale.
4. All repair activity must occur within a building or within a screened area behind the primary building.
5. The development shall be subject to the standards of the Gateway Corridor Overlay District. No variances are granted from these standards, other than those shown on the site plan dated June 27, 2025.
6. Any outdoor lighting on the premises shall be semi-cutoff type.
7. The vehicle parking areas shall be paved with either asphalt or concrete.
8. A 25 foot undisturbed landscape buffer shall be maintained along the property lines adjacent to residentially-zoned property.
9. A plat shall be submitted to the County for review and approval prior to approval of any building permit or additional business license.
10. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant is requesting to amend conditions of zoning on a 0.97± acre tract, zoned Highway Business (H-B) within the Gateway Corridor Overlay District (GCOD) to permit the sale and repair of used automobiles and boats. Specifically, the request is for the applicant to utilize the building adjacent to Browns Bridge Road for both retail sales and the repair of automobiles and boats, not restricted to a sales office as previously approved.

The subject property was approved for a conditional use on May 10, 2023, for used auto/boat sales and repair (HZCU23-0016) subject to the following conditions:

1. The development shall generally occur as depicted on the site plan modified and dated April 3, 2023 and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations. No variances are granted as part of this request except for those listed below:
   a. Gravel parking shall be permitted where shown on site plan presented by Planning Commission.
   b. A 10-foot landscape strip shall be required only between the driveway accessing Browns Bridge Road and the intersection of Browns Bridge Road and Whitmire Drive.
   c. Black or green vinyl-coated chain link fencing shall be permitted around the area designated as "Sales Lot" at the northwest corner of the lot.
2. The end user shall use the site for either automotive sales and repair or boat sales and repair. The property shall not be used as a storage facility, other than automobiles or boats being serviced or for sale.
3. The development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No variances are granted from these standards, other than those shown on the site plan with the modified date of April 3, 2023.
4. Any outdoor lighting on the premises shall be full cut-off downlight.
5. The vehicle parking areas shall be paved with either asphalt or concrete.

6. A 25-foot undisturbed landscape buffer shall be maintained along the property lines adjacent to residentially zoned property, per the requirements of 17.420.050.
7. Pursuant to Board of Commissioners' action, 17.380.130.E.8, the approval of any application for a use subject to approval of the county commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business.
8. All conditions of zoning shall be made part of any plats created for the property.
9. The following uses shall be deleted from the Highway-Business permitted uses:
    a. Bus stations
    b. Drive-in theaters
    c. Motels, hotels
    d. Subdivisions
    e. Family day care home
    f. Group day care home
    g. Construction trailers
    h. Adult establishments

    All Hall County development standards, including stormwater management regulations, shall apply. It is the responsibility of the developer to obtain all required permits and approvals.

The primary building on the subject property was constructed in 1966 according to tax records, measures 3,840 square feet per the site plan and is currently vacant. The street-level top floor (approximately 1,920 square feet) is proposed to be used for tire sales and repairs. The lower level of the building is proposed to be used for storage only. A 2,400 square foot building in the southwest corner of the property with an address of 5308 Whitmire Drive was constructed in 1991 with a 336 square foot addition in 1998. An automotive repair business currently operates out of this building.

The surrounding properties are zoned and developed as follows:

North: Highway Business (H-B): Antique & furniture restoration & sales business
Planned Commercial Development (PCD): Developed with a self-storage facility
East: Residential 1 (R-1): Developed with single family residences
South: Residential 1 (R-1): Developed with a church
West: Highway Business (H-B): Undeveloped

Per the submitted narrative, the applicant is requesting to amend conditions of a previously approved conditional use permit (HZCU23-0016) to allow the building adjacent to Browns Bridge Road to be used for both retail sales and repair of automobiles and boats, not just for sales as previously approved. The narrative approved as part of HZCU23-0016 stated that this building would be used only for auto and boat sales and the building at the rear of the property would be used for repair.

The submitted site plans are identical to those from the previous conditional use permit (HZCU23-0016). The building adjacent to Browns Bridge Road is now labeled for “Repair and Sales,” rather than only sales. The two site plans illustrate different layouts based on whether boats or vehicles are being repaired or sold.

The development standards for the project as previously approved are identified in the table below and compared to the GCOD requirements (6.2):

GCOD Analysis

Standard	Proposed Work	Notes	Compliance
6.2.5.A.– Transitional buffers	There is a row of mature evergreen trees along the southern property line.	A 25 foot transitional buffer is required adjacent to residential property.	Complies
6.2.5.B.1 & 2 – Additional Landscape and Screening	Condition 1b of HZCU23-0016 requires a 10-foot wide landscape strip between the edge of the driveway on Browns Bridge Road and the intersection of Browns Bridge Road/Whitmire Drive. Condition 1c of HZCU23-0016 allows black or green vinyl-coated chain link fencing around the area designated as "Sales Lot" at the northwest corner of the lot.	Grass only in this area. Chain link fencing is installed.	Deficient Complies
6.2.5.C.1 – Parking Lot Design - Required # of Parking Spaces as required by Section 8.1	Primary building.: 13 spaces (top floor use only) Secondary building: 16 spaces	A total of 29 parking spaces required; 43 provided.	Complies
6.2.5.C.2 – All parking must be paved with asphalt, concrete or pervious materials and located to the side or rear of the principal building.	Condition 1a of HZCU23-0016 allows gravel parking as shown on the site plan.		Complies
6.2.5.D – Outdoor lighting		All outdoor lighting must be the semi-cutoff type.	Complies

6.2.6 - Architectural Standards	No changes to existing buildings proposed	Any future improvements to the buildings shall comply with GCOD standards.	Deficient
6.2.7 – Signs	Not identified	Signage shall comply with requirements of the UDC	Unknown

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Business Nodes and Corridors." New development along these major road corridors and intersections should consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate. Site designs should use Quality Development Principals, particularly natural resource protections and high quality landscape installations, to the fullest extent possible.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the use and development of adjacent and nearby properties along Browns Bridge Road as there are other commercial uses in the surrounding area.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the zoning and commercial nature of the surrounding properties.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is developed with two commercial buildings, one constructed in 1966 and the other in 1991.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No, this would not create an isolated district unrelated to the surrounding districts as the H-B zoning district is already established.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the amendment to conditions requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions and allow for a special use within the Gateway Corridor Overlay District could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health

In an email dated August 1, 2025, Emily McGahee stated, “Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.”

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated August 1, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT access permit required.

Utilities
Gainesville-Hall sewer area. No infrastructure in vicinity.

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s Office has no comments as proposed.”

Gainesville-Hall Metropolitan Planning Organization
In an email dated July 28, 2025, Joseph Boyd, MPO Director stated, “This parcel is along State Route 369/Browns Bridge Road, which is scheduled for widening (GH-018/PI0013626) to four lanes, with construction currently estimated for FY2034. This project is currently in the Scoping phase, so right-of-way impacts are not yet known. Applicant should coordinate with GDOT District 1.”

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

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]
Email Address [redacted]

Property Owner (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]
Email Address [redacted]

Proposed Use _____

Contact Person (Name & Mailing Address)

Ali SADEGH
8369 RockBridge Rd
Lithonia GA 30058

Phone [redacted]
Email Address [redacted]

Status of Applicant

-] Owner
-] Option to Purchase
-] Area Resident
-] Other

Requested Action

Type of Request:
☐ SU ☐ CUP
Fee:$ _____
Receipt #: _____
Check #: _____

Zoning: _____
Acreage _____

Tax Parcel Number _____
Location Address 5303 Browns Bridge Rd Gainesville

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

Print Ali Sadegh Date: 6-27-25
Sign _____ Date: 6-27-25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not__x__

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 6-27-25

Applicant's/Owner's Name (Printed): Ali Sadeghi 6-27-25

NARRATIVE

5303 Browns Bridge Road, Gainesville, GA

Amend conditions of HZCU23-0016

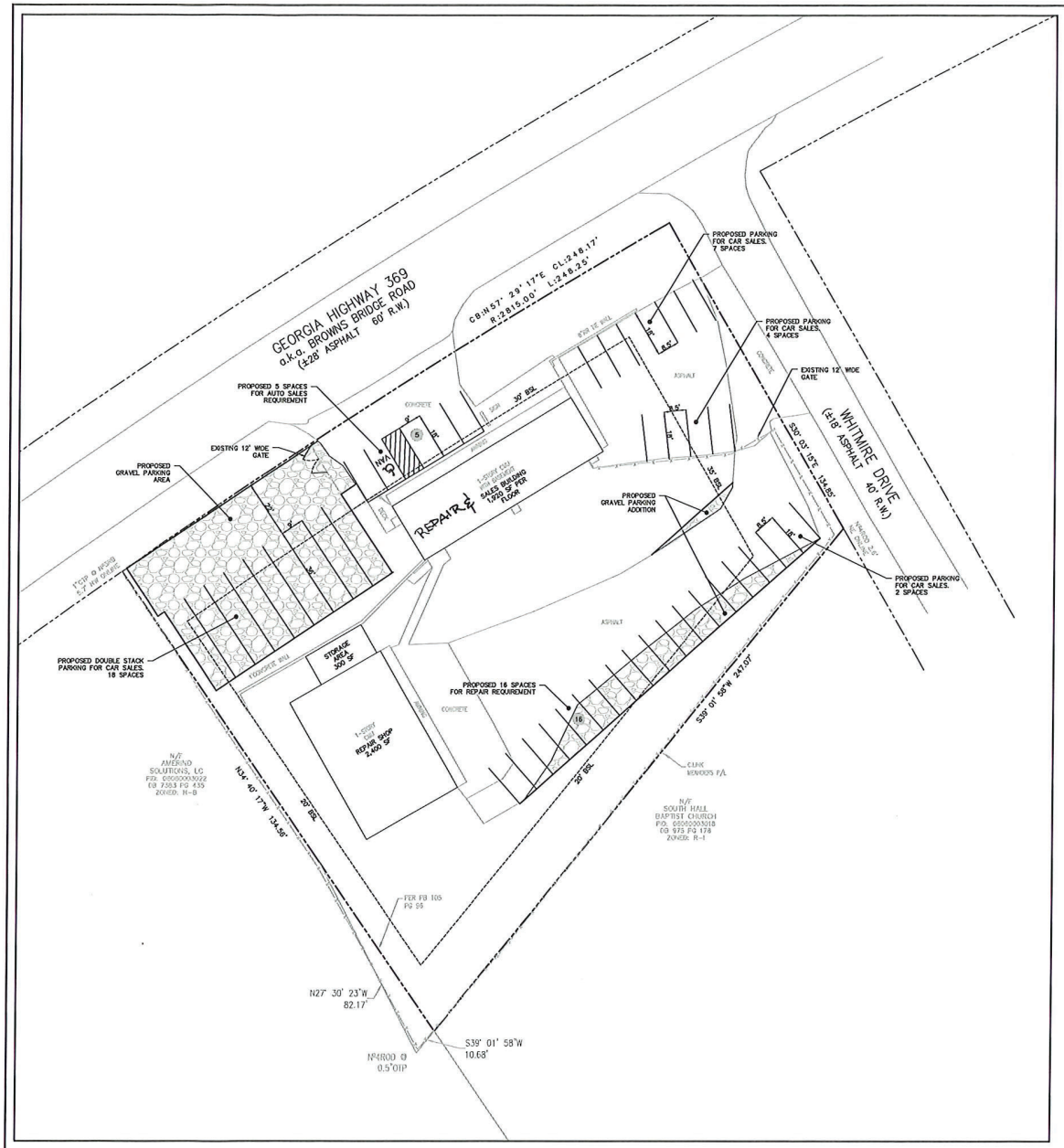
June 27, 2025

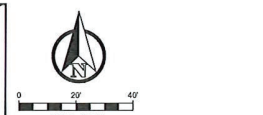
This is a request to amend conditions of a Conditional Use Permit (HZCU23-0016), approved May 10, 2023, by the Hall County Board of Commissioners to allow used automobile and boat sales and repair. Specifically, the amendment request is to allow the building along Browns Bridge Road to be used for either or both retail sales and automobile repair, not just automobile or boat sales as previously approved.

Two site plans previously approved showing how the property would be utilized, with respect to parking, depending on whether auto sales and repair or boat sales and repair occurs on site.

Currently an automobile repair business utilizes the 2,400 square foot building located at the rear southwest corner of the property, addressed as 5308 Whitmire Drive.

The building at 5303 Browns Bridge Road was designated for retail sales use only. This request is to allow the flexibility of it being used for automobile repair as well. At this time, a used tire sales and repair shop would like to lease the space. Tire repair would occur within the top floor of the building, approximately 1,600 square feet. The lower floor of the building, accessible from the rear of the property, is used for storage.







VICINITY MAP
N.T.S.

SITE SUMMARY

ZONING	H-B
PROPERTY AREA	0.97 AC
MIN. LOT AREA	15,000 SF
MIN. LOT FRONTAGE	100 LF
MIN. FRONT SETBACK	55' FROM RD CL, OR 30'
MIN. SIDE SETBACK	20'
MIN. REAR SETBACK	10'
BUILDING AREA	3,840 SF SALES BUILDING 2,400 SF REPAIRS BUILDING 300 SF STORAGE
PROPOSED USE	CAR SALES AND REPAIR

PARKING REQUIREMENTS:

AUTOMOBILE SALES	1 PER EACH EMPLOYEE AT MAX SHIFT
MAX NUMBER OF EMPLOYEES IN SHIFT 4.	
AUTOMOBILE REPAIR	2 PER 300 SF ; 2400 / 300 = 8X2 = 16

PROPOSED NUMBER OF AUTOMOBILE SALES PARKING = 5
PROPOSED NUMBER OF PARKING SPACES FOR CAR SALES = 31
PROPOSED NUMBER OF PARKING SPACES FOR AUTOMOBILE REPAIR = 16

NOTE: PROPOSED GRAVEL AREA TO BE ADDED = 6,265 SF

Auto Sales Site Plan

BOAT SITE PLAN
Submitted 2-10-2023

ALI SADEGH
678-362-0522
AMARTINEZ@EAGLECR.COM

ONE POINT, LLC
770-648-3317
ONEPOINTPTC@GMAIL.COM

GEORGIA811
www.Georgia811.com
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CAR DEALER AND REPAIR SHOP
JURISDICTION: HALL COUNTY, GA
LOCATION: 5303 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504

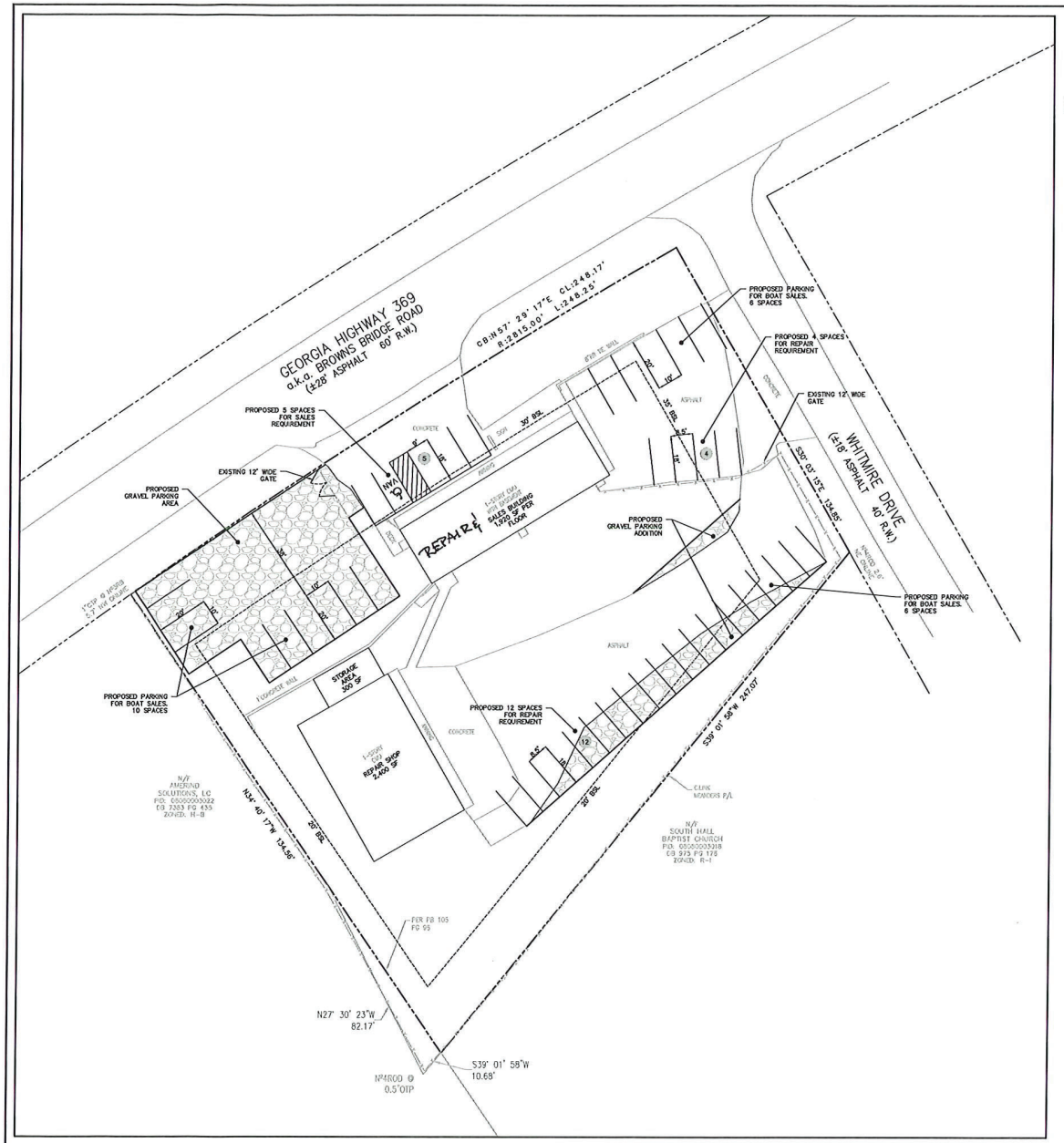
GEORGIA REGISTERED No. PEC43769 PROFESSIONAL ENGINEER HENG-YI LIAO

REVISIONS

#	DATE

SITE PLAN

SHEET C01
DATE 02/10/23
PROJ 23-105



0 20' 40'
SCALE: 1"=20'



VICINITY MAP
N.T.S.

SITE SUMMARY

ZONING	H-B
PROPERTY AREA	0.97 AC
MIN. LOT AREA	15,000 SF
MIN. LOT FRONTAGE	100 LF
MIN. FRONT SETBACK	55' FROM RD CL, OR 30'
MIN. SIDE SETBACK	20'
MIN. REAR SETBACK	10'
BUILDING AREA	3,840 SF SALES BUILDING 2,400 SF REPAIRS BUILDING 300 SF STORAGE
PROPOSED USE	BOAT SALES AND REPAIR
PARKING REQUIREMENTS:	
AUTOMOBILE(BOAT) SALES	1 PER EACH EMPLOYEE AT MAX SHIFT
MAX NUMBER OF EMPLOYEES IN SHIFT 4.	
AUTOMOBILE REPAIR	2 PER 300 SF ; 2400 / 300 = 8X2 = 16

PROPOSED NUMBER OF BOAT SALES PARKING = 5
PROPOSED NUMBER OF PARKING SPACES FOR BOAT SALES = 22
PROPOSED NUMBER OF PARKING SPACES FOR REPAIR = 16

NOTE: PROPOSED GRAVEL AREA TO BE ADDED = 5,995 SF

Boat Sales Site Plan

AUTO SITEPLAN
Submitted 2-10-2023

ALI SADEGH
678-362-0522
AMANTINEZ@GAGLER.COM

ONE POINT, LLC
770-648-3317
ONEPOINTPD@GMAIL.COM

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www.Georgia811.com

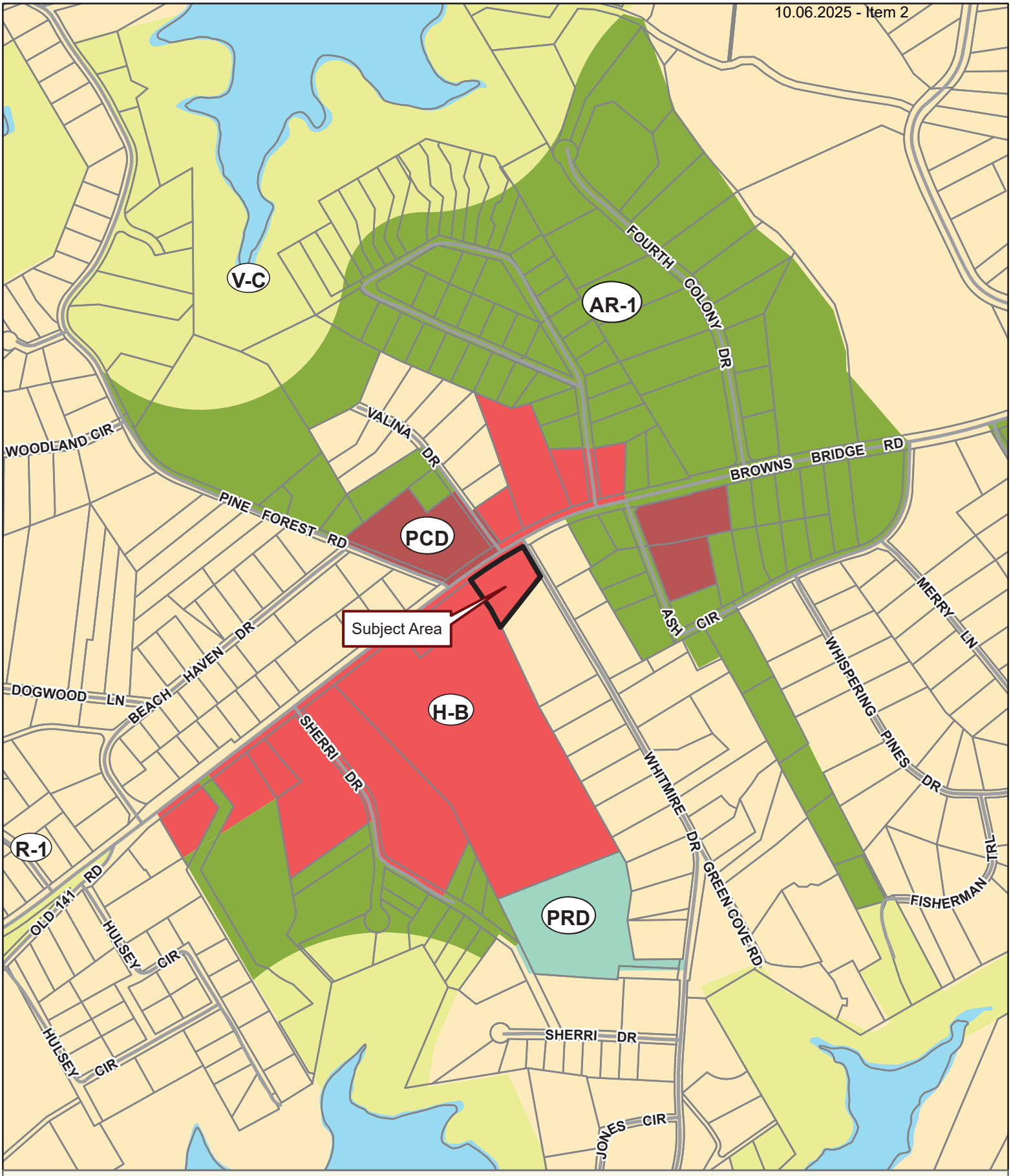
BOAT DEALER AND REPAIR SHOP
JURISDICTION: HALL COUNTY, GA
LOCATION: 5303 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504

GEORGIA REGISTERED No. PE043728 PROFESSIONAL ENGINEER TENG-VI LIAO

REVISIONS
| DATE

SITE PLAN
SHEET C01
DATE 02/10/23
PROJ 23-105

10.06.2025 - Item 2

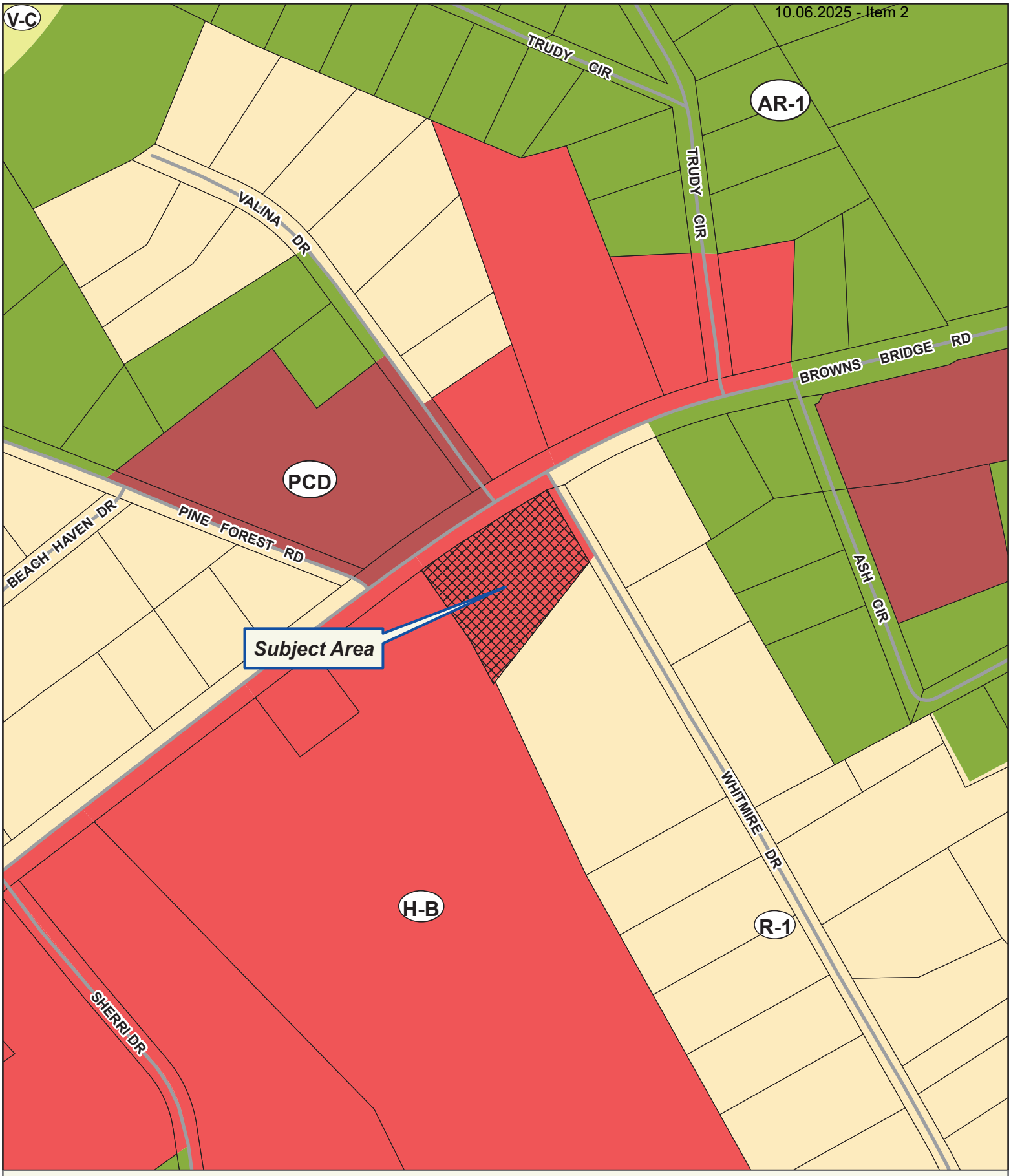


Applicant: ALI SADEGH
Tax Parcel #: 08080 003018
Location: 5303 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
Commission District 2 **PC Mtg. Date: 09/02/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: ALI SADEGH
Tax Parcel #: 08080 003018
Location: 5303 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
Commission District 2 **PC Mtg. Date: 09/02/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: ALI SADEGH
Tax Parcel #: 08080 003018
Location: 5303 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
Commission District 2 **PC Mtg. Date: 09/02/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

FILED & RECORDED 01/18/2022 12:53 PM
DEED BOOK 9040 PAGES 765 - 768
FILING FEES: $25.00
PT61: 069-2022-000311 TRANSFER TAX: $465.00
RECORDED BY: MB
CLERK: Charles Baker, C.S.C Hall County, GA

Space Above This Line for Recorder's Use

Prepared By and Return To:

Sherman & Phalen, LLC
1165 Northchase Parkway SE
Suite 450
Marietta, GA 30067
File 21-2922

STATE OF GEORGIA

COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE, is made this 12th day of January, 2022, between **PRJB ENTERPRISES, LLC, a Georgia limited liability company** ("Grantor"), and **ALI A. SADEGH** ("Grantee") to wit:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described premises, to wit:

All that certain piece or portion of ground described in **Exhibit "A"** attached hereto and made a part hereof, together with all buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Hall County, Georgia (collectively, the "Property"). To have and to hold all and singular the premises before mentioned, unto said Grantee, its successors and assigns, forever.

And said Grantor does hereby warrant the title to said premises, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, provided that, this conveyance is subject to those matters set forth on **Exhibit "B"** attached hereto.

[Signatures on following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My commission expires:_____

[AFFIX NOTARIAL SEAL OR STAMP]

DAVID M. SHERMAN
NOTARY PUBLIC
Cobb County, State of Georgia
My Commission Expires August 1, 202

GRANTOR:

PRJB ENTERPRISES, LLC,
a Georgia limited liability company

By: _____(Seal)
Jeffrey A. Bos, Managing Partner

Exhibit "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN LAND LOT 80 OF THE 8TH DISTRICT, HALL COUNTY, GEORGIA, AND COMPRISING 1 ACRE, ACCORDING TO A PLAT PROPERTY FOR HAROLD MOONEY, BY HENRY GRADY JARRARD, REGISTERED SURVEYOR, DATED JULY 26, 1990, WHICH TRACT IS MORE FULLY AND COMPLETELY DESCRIBED ACCORDING TO SAID JARRARD SURVEY AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY OF WHITMIRE DRIVE WITH THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROUTE 369, THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF WHITMIRE DRIVE SOUTH 30 DEGREES 38 MINUTES 54 SECONDS EAST 140.08 FEET TO AN IRON PIN SET; THENCE DEPARTING FROM SAID RIGHT OF WAY, SOUTH 38 DEGREES 34 MINUTES 34 SECONDS WEST 255.61 FEET TO AN IRON PIN SET; THENCE NORTH 27 DEGREES 51 MINUTES 36 SECONDS WEST 82.14 FEET TO AN IRON PIN FOUND; THENCE NORTH 34 DEGREES 39 MINUTES 00 SECONDS WEST 140.26 FEET TO AN IRON PIN FOUND ALONG THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROUTE 369; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; NORTH 55 DEGREES 21 MINUTES 00 SECONDS EAST 75 FEET TO A POINT; NORTH 58 DEGREES 09 MINUTES 16 SECONDS EAST 170 FEET TO THE TRUE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO VAN KIERSTEAD AND CINDY KIERSTEAD AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON FROM HAROLD W. MOONEY AND MARGIE L. MOONEY BY WARRANTY DEED WITH RIGHT OF SURVIVORSHIP DATED DECEMBER 31, 2003, AND RECORDED JUNE 26, 2004 IN DEED BOOK 4860, PAGE 444, HALL COUNTY, GEORGIA RECORDS.

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government
BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

May 11, 2023

Ali Sadegh
8369 Rock Bridge Road
Lithonia, GA 30058

RE: **Use Subject Application**

Dear Ali Sadegh,

Please be advised that in its Voting Meeting on May 10, 2023, the Hall County Board of Commissioners voted to approve the following application with conditions.

5303 Browns Bridge Road | Use Subject to County Commission Approval | on a 1.04± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: used auto/boat sales and repair |** Commission District 2 **| Ali Sadegh, applicant.**

Conditions:

1. The development shall generally occur as depicted on the site plan modified and dated April 3, 2023 and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations. No variances are granted as part of this request except for those listed below:
    a. Gravel parking shall be permitted where shown on site plan presented by Planning Commission.
    b. A 10-foot landscape strip shall be required only between the driveway accessing Browns Bridge Road and the intersection of Browns Bridge Road and Whitmire Drive.
    c. Black or green vinyl-coated chain link fencing shall be permitted around the area designated as "Sales Lot" at the northwest corner of the lot.
2. The end user shall use the site for either automotive sales and repair or boat sales and repair. The property shall not be used as a storage facility, other than automobiles or boats being serviced or for sale.
3. The development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No variances are granted from these standards, other than those shown on the site plan with the modified date of April 3, 2023.
4. Any outdoor lighting on the premises shall be full cut-off downlight.
5. The vehicle parking areas shall be paved with either asphalt or concrete.
6. A 25-foot undisturbed landscape buffer shall be maintained along the property lines adjacent to residentially zoned property, per the requirements of 17.420.050.

7. Pursuant to Board of Commissioners action, 17.380.130.E.8, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business.
8. All conditions of zoning shall be made part of any plats created for the property.
9. The following uses shall be deleted from the Highway-Business permitted uses: Bus Stations, Drive-in Theaters, Motels, Hotels, Subdivisions, Family Day Care Home, Group Day Care Home, Construction Trailers, and Adult Establishments.
10. All Hall County development standards, including stormwater management regulations shall apply. It is the responsibility of the developer to obtain all required permits and approvals.

"Pursuant to section 17.380.13 of the Official Code of Hall County, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business."

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Doveton, Planning & Development Director

T. Wesley Robinson
PO Box 1457
Gainesville, GA 30503

2023 Historic Narrative

REVISED NARRATIVE

Applicant seeks Conditional Use Permit to utilize the property located at 5303 Browns Bridge Road, Gainesville as a location for used car and/or boat sales and repairs as well as variances for a gravel parking lot, vegetation buffers along the street and to allow an existing fence.

Proposed Use. Applicant intend to lease the property for use for the retail sales of used cars and/or boats and repairs. Applicant intends to market the property forth either of the approved uses. The applicant has included a current survey of the property. The site is 0.97 acres. There is a 3,840 SF building that will be used as the sales facility and another building of 2,400 SF (plus 300 SF of storage) that will be used as a repair facility.

Since cars sales and repairs and boat sales and repairs utilize space for parking slightly differently, Applicant has included sample site plans for both uses. In either scenario the building along Brown's Bridge Road will be used as the sales office and the building to the rear as a repair facility.

The Boat Sales and Repair Site Plan shows a total of five (5) spaces for customer sales parking, parking area for twenty-two (22) boats in the sales area and sixteen (16) in the boat repair area. All boat repair will be done either inside the existing building designated as "repair shop" on the site plan or within a screened area.

The Car Sales and Repair Site Plan shows a total of five (5) spaces for customer sales parking, parking area for thirty-one (31) cars in the sales area and sixteen (16) in the repair area. All car repair will be done inside the existing repair building.

Both site plans show a "Proposed Gravel Parking Area." This area is currently grass. Applicant will intend to gravel this area. Since the property is in the Gateway Corridor, the Applicant requests a variance to allow the for the gravel parking area.

The site has an existing chain link fence around much of the exterior boundary of the property. The current fencing is depicted on the stie plans. Applicant requests that the existing fencing be allowed to remain in place. This will require a variance from any obligation under the Gateway Corridor Overlay District requirements for solid fencing or for opaque fencing.

Applicant requests a variance from any vegetative buffer required by the Gateway Corridor Overlay District along the streets so as to permit the existing configuration to remain in place.

History of Use. The property, when owned by a previous owner, was utilized as a boat dock building and repair facility and as a boat repair facility. This was a permitted use at the time. At some point a previous tenant apparently began using the property as a boat storage facility. Boat storage is not permitted under the current zoning. This previous owner also allowed the business permit for the boat dock repair facility to

lapse. The current owner acquired the property in January, 2022. A copy of the Vesting Deed has been provide along with the application.

Current Zoning. Property is zoned Highway Business. The property is located on Browns Bridge Road would therefore fall under the Gateway Corridor Overlay District.

Surrounding Zoning/Uses. Property surrounding the tract is a mixture of Highway Business, Planned Commercial Development and Residential. There is also a mixture of uses in the area. There is a large boat and RV storage yard directly across the street. There are also boat and car repair facilities in the immediate area. There is a gas station and convenience store with several other retail sites nearby as well as various other retail sites. Residential sites are also located along Brown's Bridge Road in the vicinity.

Current Site Description. There are two (2) buildings located on the property. There is an office building fronting Browns Bridge Road, which is a two-story building with each floor having an approximate of 1,600 square feet. The second building on the property is located to the rear and is a mechanic shop, containing about 2,400 square feet.

Sewer/Septic. The site is not served by public sewer. Applicant has also enclosed a copy of paperwork from the Hall County Health Department indicating the location of the septic system. The front building on the site Is connected to the septic system. The building in the rear is not. No cars will be parked on the area where the septic system is located.

TWR/krm/16340/272513

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

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

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

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

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

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

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Mon 7/28/2025 12:07 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Kaitlyn,

Please see below for my comments. Let me know if you or Beth have any questions!

4. Ali Sadegh - 5303 Browns Bridge Road

- This parcel is along State Route 369/Browns Bridge Road, which is scheduled for widening (GH-018/PI 0013626) to four lanes, with construction currently estimated for FY 2034. This project is currently in the Scoping phase, so right-of-way impacts are not yet known. Applicant should coordinate with GDOT District 1.

8. Project Turbo - 2400 O'Kelly Road

- This parcel is partially along/near State Route 60/Candler Road, which is currently scheduled for widening (GH-111B) in the long-term (2055+).

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
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When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

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

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

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 9:33 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

1. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

   The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

Outlook

5303 Browns Bridge Road / Special Use / to amend conditions of zoning OPPOSITION

From Patti Gray [redacted]
Date Mon 10/6/2025 11:36 AM
To Planning <planning@hallcounty.org>

Some people who received this message don't often get email from [redacted]. Learn why this is important

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

Thank you to the Planning Commission for allowing us to present our objections to the Special Use / to amend conditions of zoning this evening. I pray you will hear and grant our requests made here.

1. Disruption of peaceful use of our neighborhood

    a. The multiple vehicles making use of our neighborhood streets for "test drive" purposes going well above the posted speed limit of 25 MPH. Our neighborhood is populated by working FAMILIES with children. Our neighborhood provides an area for walking, bicycle riding, and other outdoor activities including persons walking their pets on leash.

    b. The multiple heavy towing vehicles making use of our neighborhood streets resulting in corruption and disrepair of existing roadways maintained by Hall County.

    c. Repeated in person reports to the Hall County Sheriffs over the concern of abject speeding is further draining county resources in concern over public safety. July 8th and September 2nd.

2. Environmental Impact

    a. Have any groundwater tests been performed in and around the area surrounding this business?

b. We currently have abundant wildlife that live and thrive in our neighborhood to include deer, beaver, hawks, squirrels, and chipmunk. The groundwater is an important source of life for all wildlife.

c. The repeated abuse of speeding being done on our neighborhood streets by mechanics represents real danger to all forms of life that frequently cross these same streets.

d. Noise coming from this business in the course of vehicle repair is quite disruptive to neighboring family homes and to South Hall Baptist Church.

e. How many parking spaces are allowed in this business according to county ordinance? Should these parking spaces be paved instead of parking vehicles on grass that could easily catch fire?

3. Our Request

a. Closure of entrance and exit to 5308 Whitmire Drive.

b. Make all entrances and exits to 5303 Browns Bridge Road only.

c. Make our neighborhood safe again!

Photo evidence is available if requested.

Thank you for your kind consideration of our opposition and our request to present.

Hope to see you all and the applicant this evening.

All the best,

Patti and John Gray

5383 Whitmire Drive Gainesville, GA 30504


5308
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: ALI SADEGH
REQUEST: AMEND CONDITIONS OF ZONING FOR VEHICLE REPAIR, MAJOR
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: OCT 06, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: NOV. 13, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
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PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JULY 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Ali Sadeghi **(Please Print Name), hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 8/2-2025 **(Date) for** Rezoning For Sale & RePair **(Name application filed as)**

Signature _____
(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 633/2025

SUBJECT: **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 | **Proposed Use: Group home** | Commission District 1 | **Karen Woodroffe, applicant**

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: BG

Recommendation:
Approval with conditions

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated August 5, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
4. This approval shall be applicable to this applicant only. Should the ownership of the subject property change, the approval shall become null and void.

Purpose of Request:
5424 Mulberry Preserve Drive | Special Use | On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 | **Proposed Use: Group home** | Commission District 1 | **Karen Woodroffe, applicant**

History:

Facts and Issues:

Options:

Funding Requested $ 0.00

Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Plat
Deed
Email Chain with RCCL
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Public Comments
Notice Sign

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 27, 2025

Subject: **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract| Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home | Karen Woodroffe, applicant**

The request before you is from Karen Woodroffe for a special use for a group home to serve at-risk youth in foster care. This item is located within Commission District 1.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with four (4) conditions (4-0, Davidson absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Suburban Neighborhood, Medium Density" future land use designation within the Comprehensive Plan.

There were **six (6) comments submitted** in advance of the Planning Commission meeting and **five (5) people spoke during the public hearing (one person in favor and four in opposition).**

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated August 5, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

4. This approval shall be applicable to this applicant only. Should the ownership of the subject property change, the approval shall become null and void.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Karen Woodroffe

Request ..... **Special Use**

Proposed Use ..... Group home

Size ..... 0.59± acres

Zoning ..... Residential 1 (R-1)

Location ..... **5424 Mulberry Preserve Drive** | Tax Parcel 15043F000130

Commission District ..... One

Planning Commission Date ..... October 6, 2025

Staff Recommendation ..... **Approval,** as the proposed use is consistent with the "Suburban Neighborhood, Medium Density" future land use designation within the Comprehensive Plan

Record Number..... HZCU25-0045

Planning Commission Recommendation ..... Approval, with conditions

Vote: 4-0 (Davidson absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated August 5, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

4. This approval shall be applicable to this applicant only. Should the ownership of the subject property change, the approval shall become null and void.

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

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

Karen Woodroffe, 5424 Mulberry Preserve Drive, Flowery Branch, presented the request. The applicant is requesting a special use for a group home on a 0.59± acre tract zoned Residential 1 (R-1). Per the narrative, the group home is intended for at-risk youth within foster care. The subject property is currently developed with a single-family residence.
The surrounding properties are zoned Residential 1 (R-1) and developed with single-family residences as part of the Preserve at Mulberry subdivision.

Per the submitted narrative, the subject parcel has been operating as a foster care home since 2019 with the approval to accommodate three children, ranging in age from five years to 16 years old. The applicant seeks to increase and maintain the number of children in their care to six, ranging in age from 13 to 18 years old, in order to meet the licensure requirements of the Residential Child Care Licensing (RCCL) division of the Georgia Department of Human Services (DHS).

Beth Vinyard, Residential Child Care Licensing Office of Inspector General, 47 Trinity Avenue, Atlanta, was available to answer questions.

Public Forum:

Ari Mathe, 5476 Mulberry Preserve Drive, Flowery Branch, spoke in favor. Ms. Mathe stated that, as a child welfare attorney, she knows the applicant both professionally and personally as a neighbor. She spoke highly of Ms. Woodroffe's trustworthiness and organizational skills and commended her for helping at-risk female youth. Ms. Mathe added that, as a group home, the applicant would be better equipped to support children in crisis.

David Massey, 5417 Mulberry Preserve Drive, Flowery Branch, spoke in opposition. He expressed concerns about the possibility of a different group home purchasing the property in the future and housing individuals struggling with addiction, as well as the potential for decreased property values. Mr. Massey stated that group homes should not be allowed within a residential neighborhood.

Sharryl Mack, 5521 Mulberry Preserve Drive, Flowery Branch, spoke in opposition. Her concerns included a potential decrease in property values, the group home being located within a neighborhood, and the belief that the applicant was pursuing the group home designation due to financial hardship.

Virginia Early, 5525 Mulberry Preserve Drive, Flowery Branch, spoke in opposition. Ms. Early expressed concern about a group home being located in a single-family residential neighborhood, stating it could negatively impact property values.

Charlotte Wright, 5537 Mulberry Preserve Drive, Flowery Branch, spoke in opposition. Ms. Wright is proud they are helping children but she is concerned about the welfare of the children because the amount of documented visits of police visiting the applicant's home. Other concerns raised were that the group home does not match the character of the surrounding area and the group home will have a negative impact on the community.

Rebuttal

The applicant clarified the application for the group home use is not for financial resources but so there can be trained staff when the foster children are going through a crisis or any other needs. They also explained the Department of Family and Children Services has requirements that when a child is in crisis, emergency services have to be called to assist in de-escalating the situation. If they can be a group home they will have trained staff on site that can help the trauma and crisis event be de-escalated without emergency service intervention.

Planning Commission Comments:

Mr. Sosebee asked what the age range of the children are currently in the applicant's foster home. The applicant stated the three children they have currently range from middle school to 16 years old. Mr. Sosebee asked where the children go after the age of 16. The applicant stated they follow the Department of Family and Children Services care plan for that child which typically has them reunited with their families. Mr. Sosebee asked what types of recreation activities they have for their children. The applicant explained they take the children hiking, local playgrounds, events at their local church and conventions throughout Georgia. Mr. Sosebee asked if the applicant was familiar with the staff recommended conditions and the applicant confirmed they were good with the conditions. Mr. Braswell asked the applicant if DFCS does regular visits with the children. The applicant stated the child's case worker visits every month to every other month for in person visits either at home or at their school.

Mr. Braswell asked Ms. Vineyard to explain the changes between the applicant's home now and if they were a group home. Ms. Vineyard explained as a foster family, the applicant has the support of the Department of Family and Children Services while as a group home they have the state Department of Human Services regulating them as their governing body. They are no longer considered a foster family but a small childcare institution with six children in the home. Ms. Vineyard highlighted the minimum size for a group home is 6 children and they will be required to have a minimum of one human services professional employed. Along with monitoring the group home in its beginning stages, Ms. Vineyard explained, there are annual inspections and the homes are encouraged to self report as well. Mr. Braswell asked to clarify that there would be regular visits. Ms. Vineyard affirmed there would be. Mr. Braswell asked who hires the human service professional and makes sure they are qualified. Ms. Vineyard stated the governing body of the group home would hire the employee but they would have to meet staff qualifications to ensure State compliance.

Mr. Sosebee asked the applicant how many children they project to have over the next 12 months, and the applicant stated 6 children.

***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Stan Hunt and Andre Castleberry. Vote: 4-0 (Davidson absent)**

Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated August 5, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

4. This approval shall be applicable to this applicant only. Should the ownership of the subject property change, the approval shall become null and void.

Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

5. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated August 5, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

6. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

<u>Summary Analysis</u>

The applicant is requesting a special use for a group home on a 0.59± acre tract zoned Residential 1 (R-1). Per the narrative, the group home is intended for at-risk youth within foster care. The subject property is currently developed with a single-family residence.
The surrounding properties are zoned Residential 1 (R-1) and developed with single-family residences as part of the Preserve at Mulberry subdivision.

Per the submitted narrative, the subject parcel has been operating as a foster care home since 2019 with the approval to accommodate three children, ranging in age from five years to 16 years old. The applicant seeks to increase and maintain the number of children in their care to six, ranging in age from 13 to 18 years old, in order to meet the licensure requirements of the Residential Child Care Licensing (RCCL) division of the Georgia Department of Human Services (DHS).

According to the applicant's narrative, in addition to providing room, board, and supervision, the program will offer comprehensive support services including education, healthcare, community engagement, and

spiritual development. School-aged children will be enrolled in and required to attend local public schools. Medical needs will be addressed through regular appointments with licensed healthcare providers. Children will also participate in extracurricular activities and attend community-based church services on a regular basis.

Water is provided by the City of Gainesville Department of Water Resources, and sanitary sewer is provided by an existing on-site septic system.

Based on the future land use plan, staff finds the requested special use *is consistent* with the Hall County Comprehensive Plan future land use designation of Suburban Neighborhood, Medium Density. These areas consist of medium-density, single-family housing. They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed special use of a group home is consistent with the use and development of surrounding properties, which are developed with single-family homes.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It cannot be anticipated whether the proposed special use of a group home will adversely affect the existing use or usability of adjacent or nearby property.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The applicant is not requesting to change the zoning of the subject property.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the proposed special use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed special use is consistent with the intent of the Suburban Neighborhood, Medium Density future land use designation within the Comprehensive Plan as it is intended to be operated similarly to a single-family home.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject property is currently zoned Residential 1 (R-1) and developed with a single-family residence built in 2005.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the request is a special use in the R-1 zoning district, this amendment does not create an isolated district unrelated to surrounding zoning.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed special use is consistent with the intent of the Suburban Neighborhood, Medium Density future land use designation within the Comprehensive Plan and is not out of scale with the needs of the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **A special use for a group home requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a special use could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated September 4, 2025, Emily McGahee stated "No comment."

Georgia Department of Transportation
In an email dated September 11, 2025, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated September 5, 2025, Jason Skarda, Assistant Director of Public Works and Utilities, provided the following comments:

> **Engineering:**
> No comment.
>
> **Traffic:**
> No comment.
>
> **Utilities**:
> Gainesville sewer service area. Infrastructure is on Wahoo Falls Trace.

Hall County Fire Marshal
In an email dated September 2, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The applicant shall provide proof of life safety code compliance issued by the Hall County Fire Marshal's Office, including a certificate of occupancy if required. The premises of the Institution shall have functioning fire extinguishers and smoke detectors. A Life Safety Inspection by the Hall County Fire Marshal's Office will be required prior to the occupant increase.

Sleeping Areas. The occupancy shall have separate sleeping areas which contain not less than 63 square feet of usable floor space per resident. Single bedrooms shall contain at least 75 square feet of usable floor space. Useable floor space does not include built-in closet space. The applicant will have to provide a floor plan to the Hall County Fire Marshal's Office providing the number of occupants and square footage of each sleeping are.

Windows. Windows which are accessible from the outside shall be lockable and easily opened from the inside. The window shall provide a clear opening of not less than 5.7 square feet. The manufacturer's designed functions of windows shall not be altered without the approval of the Fire Marshal. The windows will be inspected for code compliance during the life safety inspection. All sleeping areas shall be provided with two means of egress."

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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t: 770-531-6809 | f: 770-531-3902

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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Karen Woodroffe
5424 Mulberry Preserve Drive
Flowery Branch GA 30542

Phone [redacted]

Email Address [redacted]

Property Owner (Name & Mailing Address)

Same as Applicant

Phone

Email Address [redacted]

Proposed Use group home for at risk youth

Contact Person (Name & Mailing Address)

Karen Woodroffe
P.O. Box 1573
Flowery Branch GA 30542

Phone [redacted]

Email Address [redacted]

Tax Parcel Number 15043F000130

Location Address 5424 Mulberry Preserve Drive

Status of Applicant

- ~~Owner~~
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

Zoning: R-1(c)

Acreage 0.59

Requested Action

Permissive Use:

☐ HCPC ☐ HCC

Fee:$

Receipt #:

Check #:

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

Sign [signature] Date: 8.5.25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

June 16, 2025

Woodroffe, Garfield or Karen
5424 Mulberry Preserve Dr
Flowery Branch, GA 30542-6113
Re: Partnership Parent Home at 5424 Mulberry Preserve Dr, Flowery Branch, GA 30542-6113

Dear Woodroffe, Garfield or Karen:
Your home is currently **Approved (Full) - Active** as a Partnership Parent for the Division of Family and Children Services. Your home is approved for:

Number of Children: 3
Gender and Age:
Male: 5 year(s) - 16 year(s)
Female: 5 year(s) - 16 year(s)
Approval Period: 07/01/2025 - 06/30/2027

Your **Approved (Full) - Active** status is based, in part, on your current living situation and family composition. If anyone moves into or out of your home, you must notify your Resource Development Case Manager immediately. All household members must successfully complete all required background checks and screenings in a timely manner.

Failure to adhere to this requirement can lead to the closure of your home and the removal of all children placed in your home. The placement of children into your home must comply with the above-mentioned approval requirements and must be reported to my supervisor or myself:

Case Manager: Mary B Kampovsky
Office #: (706) 329-8863
Email: Mary.Kampovsky@dhs.ga.gov

Supervisor: Julia Lawson
Office #: (706) 795-5469
Email:

We thank you for the commitment you have already shown, and look forward to our continued partnership.

Sincerely,
Mary B Kampovsky

Type letter subject here

Type date here |

Resource Development Case Manager

Rebecca Davidson

County Director/Designee

This letter is electronically signed by Approving Representative(s) of the Division of Family and Children Services.

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

HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 8.5.25

Applicant's/Owner's Name (Printed): Karen Woodroffe

PROPERTY USAGE STATEMENT

Date: August 5, 2025
To Whom It May Concern,

This letter serves as a formal report of our intent to utilize the residential property located at:

5424 Mulberry Preserve Drive
Flowery Branch, GA 30542

as a **Group Home for At-Risk Youth** within our foster care program.

Currently, this property is an **approved foster care home** since 2019, where room, board, and **watchful oversight** are provided to the children placed in our care. Our mission is to ensure that each child residing at this location receives comprehensive support in a structured, nurturing, and safe environment.

Services Currently Provided:

- **Room, Board & Supervision:** Children live in a stable, supportive setting with 24/7 oversight to meet their daily needs.
- **Education:** All school-aged children attend local schools, ensuring that their academic needs are met through consistent attendance and engagement with the educational system.
- **Healthcare:** Medical needs are addressed by maintaining regular appointments with licensed healthcare providers, ensuring both physical and mental wellness.
- **Community Engagement:** Children actively participate in **extracurricular activities** that support their social and emotional development.
- **Spiritual Support:** Our youth are members of a local, community-based church and regularly attend services on **Wednesdays and Sundays**, which contributes to their sense of belonging and moral development.

Proposed Intent:

We are seeking to **expand the use of this property** as a Child Caring Institute (CCI) aka Group Home as defined and regulated by the **Residential Child Care Licensing (RCCL)** division of the **Georgia Department of Human Services (DHS)**. We aim to accommodate a **minimum of six (6) children**, in alignment with RCCL's requirements for licensure.

The age range of the children we intend to serve is **13 to 18 years old**. To meet the licensing and care standards, the home will be staffed with **qualified professional personnel on a 24-hour basis**, ensuring supervision, safety, and appropriate support services for each resident.

We believe that expanding the operation of this property to a licensed group home setting is a natural progression in our mission to serve Georgia's vulnerable youth population and will allow us to continue providing quality, stable, and compassionate care to those in need.

Should you require any additional documentation or have questions regarding our program or services, please do not hesitate to contact us.

Sincerely,
Karen Woodroffe

Owner

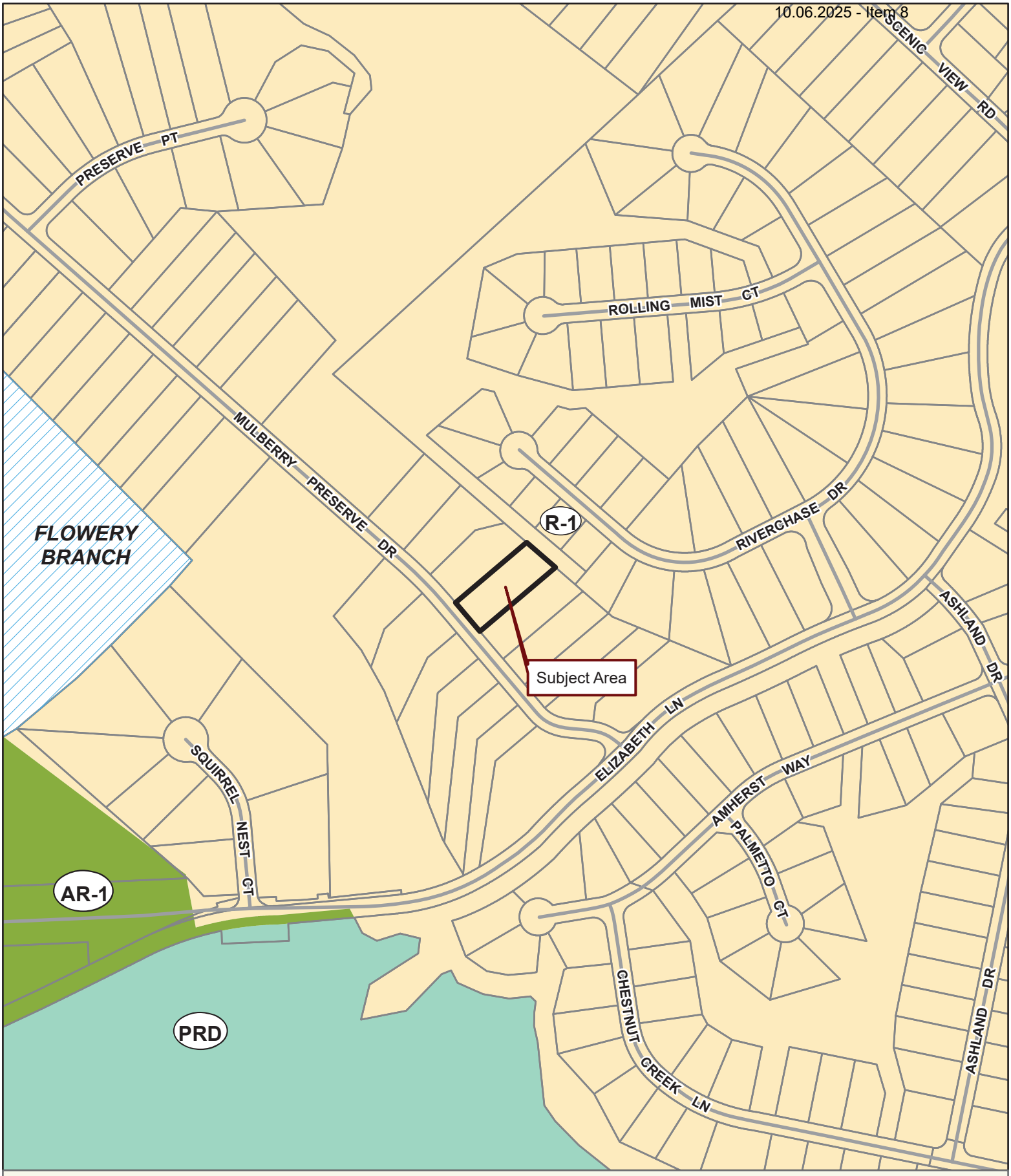
[redacted]

SITE PLAN

5424 Mulberry Preserve Drive, Flowery Branch, GA

August 5, 2025



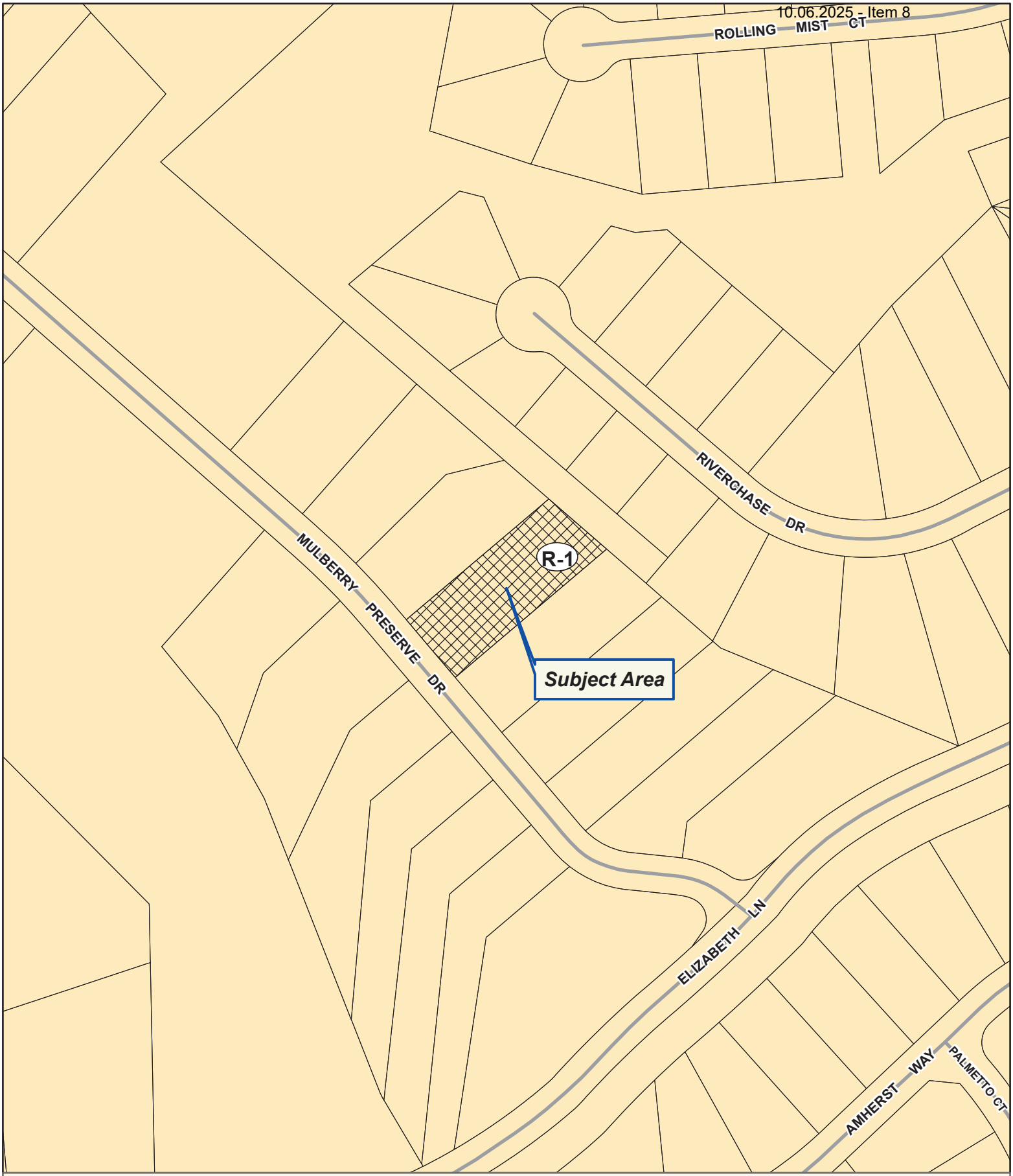


Applicant: KAREN WOODROFFE
Tax Parcel #: 15043F000130
Location: 5424 MULBERRY PRESERVE DRIVE
FLOWERY BRANCH, GA 30542
Commission District 1 **PC Mtg. Date: 10/06/2025**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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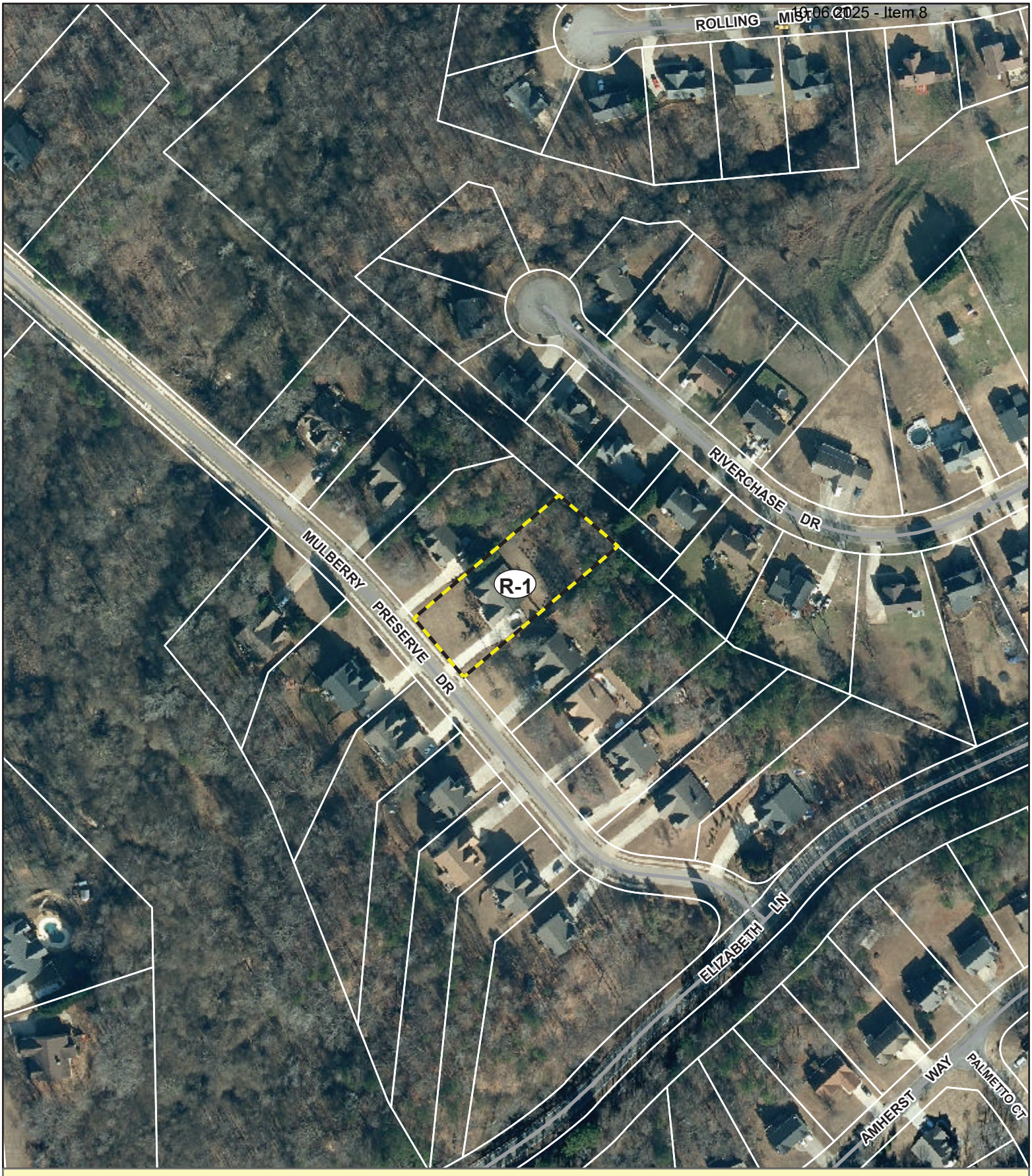

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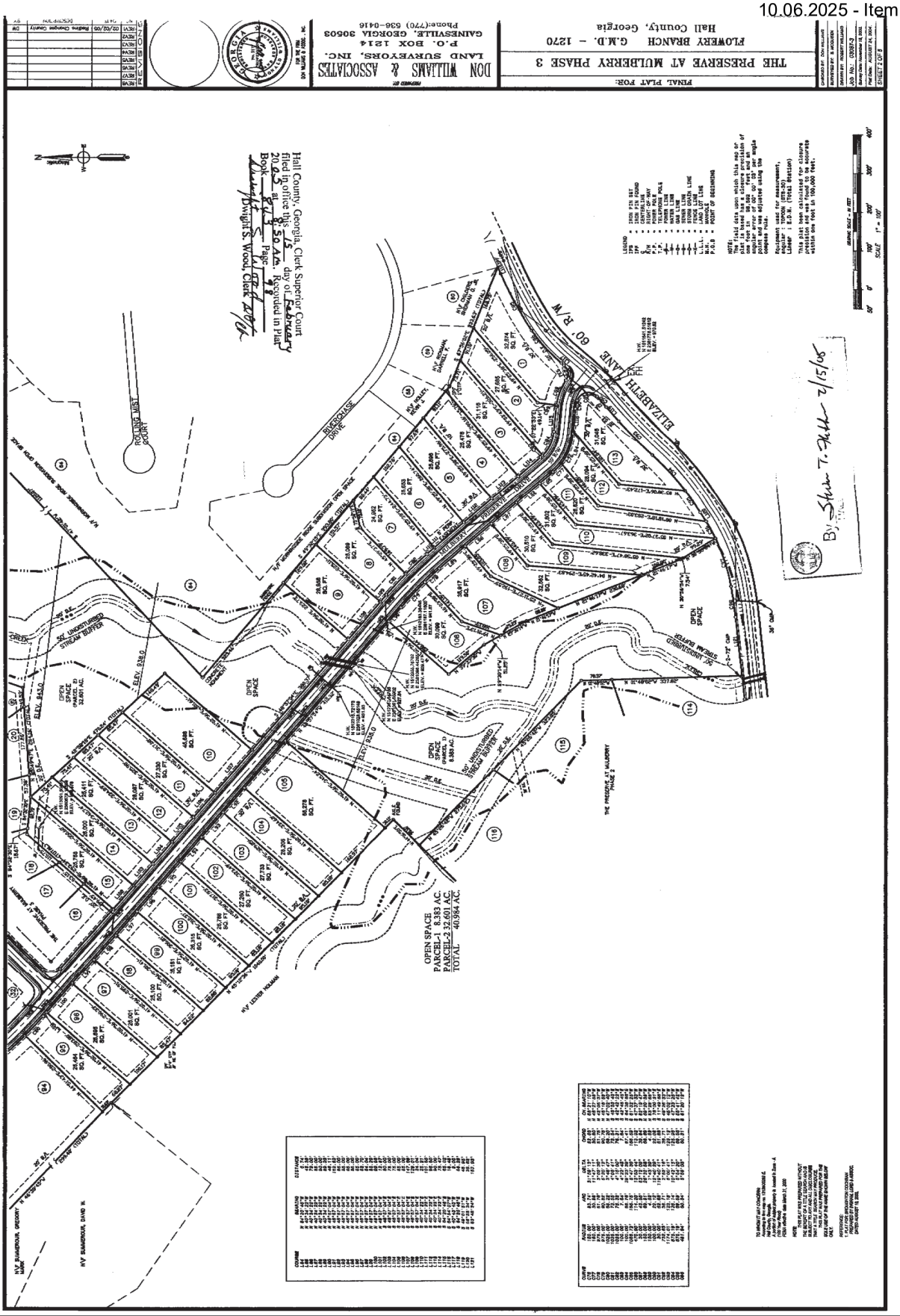
FINAL PLAT FOR:
THE PRESERVE AT MULBERRY PHASE 3
FLOWERY BRANCH G.M.D. - 1270
Hall County, Georgia
DON WILLIAMS & ASSOCIATES
LAND SURVEYORS, INC.
P.O. BOX 1214
GAINESVILLE, GEORGIA 30503
Phone:(770) 536-0416
Hall County, Georgia, Clerk Superior Court
filed in office this 15 day of February
20 05 at 8:50 A.M. Recorded in Plat
Book 83 Page 98
Dwight S. Wood, Clerk
ELIZABETH LANE 60' R/W
RIVERCHASE DRIVE
ROLLING MIST COURT
OPEN SPACE
OPEN SPACE
PARCEL-1 8.383 AC.
PARCEL-2 32.601 AC.
TOTAL 40.984 AC.
THE PRESERVE AT MULBERRY PHASE 2
By Shan T. Hall 2/15/05

000078

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 12 day of July
20 13 at 4:30 Pm. Recorded in Deed
Book 7225 Page(s) 78-79
Charles Baker, Clerk By JN

017295

Prepared by, record and return to:
Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 3500 Lenox Road, 4th Floor
Atlanta, GA 30326
CU 108-13-0051

Cross Reference:
Deed Book 5628, Page 521,
Hall, GA

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 7-12-13
Charles Baker
Superior Court Clerk
By JN

PT61 069-2013003414

CORRECTIVE WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FORSYTH

THIS INDENTURE, made this May 17, 2013, between **Garfield J. Woodroffe** of the County of Hall, and the State of Georgia as party or parties of the first part, hereinafter called Grantor, and **Garfield J. Woodroffe and Karen M. Woodroffe**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of **TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, lienied, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

Notary Seal inadvertently left off the Warranty Deed dated 3/15/2006, recorded in Deed Book 5628, Page 521-522, filed 3/17/2006, Hall County, Georgia records

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, IN FEE SIMPLE

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

MICHAEL KNUDSEN
Notary Public, Georgia
Gwinnett County
My Commission Expires
November 15, 2016

Garfield J Woodroffe (SEAL)

_____ (SEAL)

000079

EXHIBIT "A"

All that tract or parcel of land lying and being in Flowery Branch 1270 GMD, of Hall County, Georgia, being Lot 6, of The Preserve At Mulberry, Phase 3, as per Plat thereof recorded in Plat Book 843, page 97-101, Hall County, Georgia, records, which Plat is incorporated herein and made a part hereof by reference for a more detailed description and being known as 5424 Mulberry Preserve Drive according to the present numbering system of property in Hall county, Georgia

Outlook

Special Use Permit Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 5:00 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (794 KB)
CROSSWALK for Child Caring Institutions_1.29.25 (7) (1).pdf;

From: Bass, Nicole <Nicole.Bass@dhs.ga.gov>
Sent: Wednesday, October 1, 2025 4:41 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Walker, Marva <marva.walker@dhs.ga.gov>; Vinyard, Elizabeth <elizabeth.vinyard@dhs.ga.gov>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: RE: Special Use Permit Meeting

You don't often get email from nicole.bass@dhs.ga.gov. Learn why this is important

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

Good afternoon, Ms. Greenway,

Thank you for an opportunity to share some insight into the role of the Department of Human Services (DHS) Office of Inspector General (OIG) Residential Child Care Licensing (RCCL) unit. RCCL licenses several types of child welfare agencies, including Child-Caring Institutions (CCI), which are commonly referred to as group homes. Detailed information on CCIs and other program types can be found on our website at Residential Child Care Licensing | Georgia Department of Human Services. Additionally, I have attached in this email a copy of the Rules and Regulations for Child-Caring Institutions.

Any applicant seeking licensure by RCCL is tasked with submitting detailed information on numerous requirements, including but not limited to: qualified personnel; policies and procedures that comply with applicable regulations; documentation from local city/county officials verifying the facility has proper zoning; and documentation of an approved fire inspection verifying the facility is compliant with fire codes. A complete list of required documentation is located on the RCCL website. As the licensing authority for CCIs throughout the state of Georgia, please note that RCCL will defer to city/county officials regarding the approval of zoning for any property. RCCL is also not responsible for the placement of youth in any CCI as this responsibility is placed with the legal guardian/placing agency.

Following approval of an application, a field surveyor will make an initial onsite visit to a facility to complete a hands-on review of the facility. Upon completion of the onsite visit, RCCL may issue an initial temporary license to a facility. RCCL will continue to make an annual relicensure visit, in addition to monitoring visits and investigations, as needed, to ensure compliance with the rules and regulations. Once a program becomes licensed by RCCL, there is a database available to the public which lists all currently licensed facilities and agencies. The RCC TRAILS database can be accessed at

https://rcctrails.dhs.ga.gov/. Once you are on the site, click “Find a Facility” and then agree to the statement at the bottom of the next page. It will then take you to a page where you can search by county and then export the list to Excel or PDF. The addresses for the facilities are on the spreadsheet. This database will be a helpful resource in the future, as needed.

Below, RCCL has provided feedback to the questions presented. If we can provide further clarification, please do not hesitate to let us know.

How many counselors are provided for 6 children?
Child-Caring Institutions must adhere to the following rules and regulations regarding staffing. CCI rules and regulations do not specify a resident to staff ratio.

- 290-2-5-.08(3) Director. The governing body of the Institution shall designate a director who shall be authorized to manage the Institution.
- 290-2-5-.08(6)(b) Human Services Professionals. The Institution shall have designated human services professionals to provide oversight of services to children and their families in the home setting. There shall be one human services professional employed for every 16 children in care or fraction thereof…..
- 290-2-5-.08(6)(c) Child Care Workers. The Institution shall have designated child care workers to supervise children and be responsible for living units where the children reside. Any child care worker shall be at least 21 years of age and possess a high school diploma or general education diploma (GED).
- 290-2-5-.12(1) The Institution shall have sufficient numbers of qualified and trained staff to provide for the room, board and watchful oversight of children in accordance with Rule .08(6). Staff and volunteers shall adequately provide for the needs, protection, well-being and supervision of residents.

How many times do the police have to respond to a group home before the children are relocated (removed from a home)?
RCCL serves as a licensing authority and does not facilitate in the placement or removal of children in a residential facility. The legal guardians or placing agency can remove their children at any time they deem necessary.

How much are foster parent paid?
RCCL serves as a licensing authority and does not determine the rates of care or per diem rates. The rates are generally determined by the legal guardians/placing agency or the facility.

How much is required to spend per child?
Please reference the previous response.

Who oversees these accounts?
If the question is referring to monetary accounts, please reference the previous response.

Who oversees the management of a Group home?
290-2-5-.04 Each Institution shall have a clearly identified governing body as required by state law that is responsible for and has authority over the Institution. The governing body shall be empowered and responsible for determining all policies and procedures and ensuring compliance with these rules and regulations. The chairperson or chief executive officer of the governing body shall complete a statement of responsibility on behalf of the governing body acknowledging the same in connection with any application for a license on a form provided by the Department. If an Institution is individually owned, then the owner(s) will complete the statement of responsibility.

How often is a Group home audited?
RCCL works to ensure that facilities operate at acceptable levels, as mandated by State statutes and by rules and regulations adopted by the Department of Human Services (DHS) Board of Human Services

by conducting an initial on-site inspection, unannounced 6-month follow-up inspections, unannounced annual re-licensing inspections, and follow-up and complaints/self-reported incidents investigations as needed.

Thank you, again, for providing RCCL with an opportunity to give insight into our role as the licensing authority for child welfare agencies.

Please let us know if this information is sufficient or if it would still be beneficial to have a representative present for the meeting.

Thank You

Georgia Department of Human Services

NICOLE BASS
Program Consultant
Residential Child Care Licensing
Office of Inspector General
Georgia Department of Human Services
47 Trinity Ave., S.W., 1st Floor
Atlanta, GA 30334
M: 470-487-2570

nicole.bass@dhs.ga.gov
dhs.ga.gov

How was my service? Click here to complete a Provider Survey!

This message, including any attachments is from an employee of the Georgia Department of Human Services, Office of Inspector General, Residential Child Care Licensing unit, and is intended only for the authorized addressee(s) listed above. The information contained herein may include privileged or otherwise confidential information. Unauthorized viewing, forwarding, printing, copying, distributing, or using such information is strictly prohibited. If you receive this message in error or have reason to believe you are not authorized to receive it, please promptly delete this message and notify the sender by email.

From: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Sent: Monday, September 29, 2025 11:08 AM
To: Bass, Nicole <Nicole.Bass@dhs.ga.gov>
Cc: Walker, Marva <marva.walker@dhs.ga.gov>; Vinyard, Elizabeth <elizabeth.vinyard@dhs.ga.gov>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: RE: Special Use Permit Meeting

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

Good morning, Ms. Bass.

This is a Planning Commission meeting being held at 2875 Browns Bridge Road, 2nd Floor, Gainesville, GA 30501 at 5:15pm. The applicant is requesting a special use to operate a Group Home which would be licensed under RCCL. This is a public hearing therefore the County has sent public notice to surrounding

property owners. Thus far, the county has received several questions back from the community which are outlined below:

- How many counselors are provided for 6 children?
- How many times do the police have to respond to a group home before the children are relocated (removed from a home)?
- How much are foster parent paid?
- How much is required to spend per child?
- Who oversees these accounts?
- Who oversees the management of a Group home?
- How often is a Group home audited?

In addition to these questions, we wanted to see if someone would be available to attend this meeting in case any additional questions were to come up that an RCCL employee would be best to answer.

Please let us know if we can provide any additional information.

Thank you,

Katie Greenway - MURP
Planning and Zoning Administrator
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

From: Bass, Nicole <Nicole.Bass@dhs.ga.gov>
Sent: Friday, September 26, 2025 5:12 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Walker, Marva <marva.walker@dhs.ga.gov>; Vinyard, Elizabeth <elizabeth.vinyard@dhs.ga.gov>
Subject: Special Use Permit Meeting

You don't often get email from nicole.bass@dhs.ga.gov. Learn why this is important

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

Good Afternoon Ms. Greenway,

RCCL's leadership team has been made aware of your request and would like some additional information about the meeting. Can you provide a list of the anticipated questions for our department and the address where the meeting will be held?

Thank you.

Georgia Department of Human Services

NICOLE BASS
Program Consultant
Residential Child Care Licensing
Office of Inspector General
Georgia Department of Human Services
47 Trinity Ave., S.W., 1st Floor
Atlanta, GA 30334
M: 470-487-2570

nicole.bass@dhs.ga.gov
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CCI VERSION 10.0 RULES AND CROSSWALK

New Tag	*2021 Tag*	Title/Rule	Tag Text
0000	**0000**	Opening Comments.	
0100	**0100**	Legal Authority. 290-2-5-.01	These rules are adopted and published pursuant to the Official Code of Georgia Annotated (O.C.G.A.) Section 49-5-1 *et seq*. Authority: O.C.G.A. Sections 49-5-3, 49-5-8.
0200	**0200**	Title and Purpose. 290-2-5-.02	These rules shall be known as the Rules and Regulations for Child-Caring Institutions. The purpose of these rules is to provide for the licensing and inspection of child-caring institutions within the state of Georgia. Authority: O.C.G.A. Sections 49-5-3, 49-5-8.
0300	**0300**	Definitions. 290-2-5-.03(a)	Definitions. In these rules, unless the context otherwise requires, the words, phrases and symbols set forth herein shall mean the following: (a) "Adult" means a person eighteen (18) years of age or older. This term does not include an eighteen (18) year old who is a resident of the Institution. …
0301	**0301**	Definitions. 290-2-5-.03(b)	Definitions. ... (b) "Applicant" means the following: 1. When the Institution is owned by a sole proprietorship, the individual proprietor shall be the applicant for the license, complete the statement of responsibility and serve as the licensee; 2. When the Institution is owned by a partnership, the general partners shall be the applicant for the license, complete the statement of responsibility and serve as the licensee; 3. When the Institution is owned by an association, the governing body of the association shall authorize the application for the license and complete the statement of responsibility and the association shall serve as the licensee; and 4. When the Institution is owned by a corporation, the governing body of the corporation shall authorize the application for the license and complete the statement of responsibility and the corporation shall serve as the licensee. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
0302	**0302**	Definitions. 290-2-5-.03(c)	Definitions. … (c) "Behavior management" means those principles and techniques used by a facility to assist a resident in facilitating self-control, addressing inappropriate behavior, and achieving positive outcomes in a constructive and safe manner. Behavior management principles and techniques shall be used in accordance with the individual service plan, written policies and procedures governing service expectations, service plan goals, safety, security, and these rules and regulations. ...
0303	**0303**	Definitions. 290-2-5-.03(d)	Definitions. ... (d) "Chemical restraint" means medications that are administered to manage a resident's behavior in a way that reduces the safety risk to the resident or others; that have the temporary effect of restricting the resident's freedom of movement; and that are not being used as part of a standard regimen, as specified in the child's service plan, to treat current symptoms of a medical or psychiatric condition. ...
0304	*New*	Definitions. 290-2-5-.03(e)	Definitions. ... (e) "Child care worker" means the person employed by the Institution who is responsible for providing direct care, supervision, and support to residents. This includes a child care worker who resides in the living unit(s) with residents. …
0305	**0304**	Definitions. 290-2-5-.03(f)	Definitions. ... (f) "Child-caring institution" means a child welfare agency that is any institution, society, agency, or facility, whether incorporated or not, which either primarily or incidentally provides full-time care for children through 18 years of age outside of their own homes, subject to such exceptions as may be provided in rules and regulations of the Board of Human Services. This full-time care is referred to as room, board and watchful oversight. For purposes of these rules, a child-caring institution means any institution, society, agency, or facility that provides such care to six or more children. The term "child-caring institution" includes a qualified residential treatment program and a commercial sexual exploitation recovery center. The term "facility" or "institution" may be used interchangeably with the term "child-caring institution" in these rules. …
0306	**0305**	Definitions. 290-2-5-.03(g)	Definitions. ... (g) "Child-placing agency" means any institution, society, agency, or facility, whether incorporated or not, which places children in foster homes for temporary care or in prospective adoptive homes for adoption. For purposes of this definition, agencies that engage in placement activities are required to be licensed as Child-Placing Agencies. This term does not apply to a licensed professional providing only home study preparation services as an evaluator. …

New Tag	*2021 Tag*	Title/Rule	Tag Text
0307	***New***	Definitions. 290-2-5-.03(h)	Definitions. ... (h) "Commercial sexual exploitation recovery center" means a child-caring institution certified as a victim assistance program, as provided for in subsection (e) of Code Section 15-21-132, which provides full-time residential care and support services to youth through 18 years of age who are victims of sexual exploitation as defined in Code Section 49-5-40. …
0308	**0307**	Definitions. 290-2-5-.03(i)	Definitions. ... (i) "Commissioner" means the Commissioner of the Department of Human Services. …
0309	**0306**	Definitions. 290-2-5-.03(j)	Definitions. ... (j) "Criminal history background check" means a search as required by law of the criminal records maintained by law enforcement authorities to determine whether the applicant has a criminal record as defined in these rules. ...
0310	***New***	Definitions. 290-2-5-.03(k)	Definitions. ... (k) "Criminal Justice Coordinating Council" means an executive branch agency that is a statewide body established to build consensus and unity among the State's diverse and interdependent criminal justice system components as defined in Code Section 35-6a-1 *et seq*. …
0311	**0308**	Definitions. 290-2-5-.03(l)	Definitions. ... (l) "Criminal record" means: 1. Conviction of a crime; or 2. Arrest, charge, and sentencing for a crime where: (i) A plea of nolo contendere was entered to the charge; or (ii) First offender treatment without adjudication of guilt pursuant to the charge was granted; or (iii) Adjudication or sentence was otherwise withheld or not entered on the charge; or 3. Arrest and being charged for a crime if the charge is pending, unless the time for prosecuting such crime has expired pursuant to O.C.G.A. Section 17-3-1 *et seq*. ...
0312	**0309**	Definitions. 290-2-5-.03(m)	Definitions. ... (m) "Department" means the Georgia Department of Human Services. …
0313	**0310**	Definitions. 290-2-5-.03(n)	Definitions. ... (n) "Director" means the chief administrative or executive officer of the Institution. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
0314	**0311**	Definitions. 290-2-5-.03(o)	Definitions. ... (o) "Emergency safety interventions" mean those behavioral intervention techniques that are authorized under an approved emergency safety intervention plan and are utilized by properly trained staff in an urgent situation to prevent a child from doing immediate harm to self or others. ...
0315	**0312**	Definitions. 290-2-5-.03(p)	Definitions. ... (p) "Emergency safety intervention plan" means the plan developed by the facility utilizing a nationally recognized, evidence-based, training program for emergency safety intervention, approved by the Department. The plan shall clearly identify the emergency safety interventions staff may utilize and those that may never be used. ...
0316	**0313**	Definitions. 290-2-5-.03(q)	Definitions. ... (q) "Employee" means any person, other than a director, employed by an Institution to perform any duties at any of the Institution's facilities which involve personal contact between that person and any child being cared for at the Institution and also includes any adult person who resides at the Institution or who, with or without compensation, performs duties for the Institution which involve personal contact between that person and any child cared for by the Institution. For purposes of these rules, the term “employee” does not include a resident of the Institution. …
0317	***New***	Definitions. 290-2-5-.03(r)	Definitions. ... (r) “Fictive kin” means a person who is not related to a child by blood, marriage, or adoption but who prior to the child’s placement in foster care is known to the child’s family, has a substantial and positive relationship with the child, and is willing and able to provide a suitable home for the child. …
0318	**0314**	Definitions. 290-2-5-.03(s)	Definitions. ... (s) "Fingerprint records check determination" means a satisfactory or unsatisfactory determination by the Department based upon a records check comparison of Georgia Crime Information Center (GCIC) information with fingerprints and other information in a records check application. ...
0319	**0315**	Definitions. 290-2-5-.03(t)	Definitions. ... (t) "Foster Care" means supervised care in a substitute home on a 24 hour full-time basis for a temporary period of time. ...
0320	**0318**	Definitions. 290-2-5-.03(u)	Definitions. ... (u) "Human services professional" means the person(s) employed by the facility who is responsible for providing oversight of services to children and their families in the home setting. The human services professional is responsible for monitoring the residents' needs and ensuring that appropriate services are being provided and arranged for in order to meet those needs. Duties include, but are not limited to: the coordination of the facility's admission evaluation; the development of the service and Room, Board, Watchful Oversight plans; case work services as provided in the resident's service plans; and monitoring of the resident's educational and/or vocational needs. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
0321	**0319**	Definitions. 290-2-5-.03(v)	Definitions. ... (v) "Living unit" means the physical location where residents live within the Institution. ...
0322	**0320**	Definitions. 290-2-5-.03(w)	Definitions. ... (w) "Manual hold" means the application of physical force, without the use of any device, for the purpose of restricting the free movement of a child's body and is considered a form of restraint. A manual hold does not include briefly holding a child without undue force to calm or comfort the child, holding a child by the hand or by the shoulders or back to walk the child safely from one area to another where the child is not forcefully resisting the assistance, or assisting the child in voluntarily participating in activities of daily living. ...
0323	**0321**	Definitions. 290-2-5-.03(x)	Definitions. ... (x) "Mechanical restraint" means a device attached or adjacent to the child's body that is not a prescribed and approved medical protection device and that he or she cannot easily remove that restricts freedom of movement or normal access to his or her body. A mechanical restraint does not include devices used to assist a child with appropriate positioning or posture secondary to physical impairments or disabilities. ...
0324	**0322**	Definitions. 290-2-5-.03(y)	Definitions. ... (y) "Medicaid Rehabilitation Option Provider (MRO)" means that category of behavioral health services designed for the maximum reduction of impairments related to mental illness or addiction and restoration of a Medicaid recipient to his/her best possible functional level. ...
0325	**0323**	Definitions. 290-2-5-.03(z)	Definitions. ... (z) "Owner" means any individual or any person affiliated with a corporation, partnership, or association with 10 percent or greater ownership interest in the business or facility licensed as a child-caring institution and who: 1. Purports to or exercises authority of the owner in a child-caring institution; 2. Applies to operate or operates a child-caring institution; 3. Enters into a contract to acquire ownership of a child-caring institution. ...
0326	**0324**	Definitions. 290-2-5-.03(aa)	Definitions. ... (aa) "Preliminary records check application" means an application for a preliminary records check determination on forms provided by the Department. ...
0327	**0325**	Definitions. 290-2-5-.03(bb)	Definitions. ... (bb) "Preliminary records check determination" means a satisfactory or unsatisfactory determination by the Department based only upon a comparison of Georgia Crime Information Center (GCIC) information with other than fingerprint information regarding the person upon whom the records check is being performed. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
0328	***New***	Definitions. 290-2-5-.03(cc)	Definitions. ... (cc) "Qualified individual" means a trained professional or licensed clinician designated by the Division of Family and Children Services to complete an assessment, which will assist in determining the resident's appropriate level of care. …
0329	***New***	Definitions. 290-2-5-.03(dd)	Definitions. ... (dd) "Qualified residential treatment program" means a program that is licensed as a child-caring institution in accordance with 42 U.S.C. Section 671(a)(10) that: 1. Has a trauma-informed treatment model that is designed to address the needs, including clinical needs as appropriate, of children with serious emotional or behavioral disorders or disturbances and, with respect to a child, is able to implement the treatment identified for the child by the assessment to determine appropriateness of placement as provided for in Code Section 15-11-219; 2. Has registered or licensed nursing staff and other licensed clinical staff who: (i) Provide care within the scope of their practice; (ii) Are onsite in accordance with the treatment model referred to in paragraph 1 of this rule; and (iii) Are available 24 hours a day and seven days a week; 3. To the extent appropriate, in accordance with the child's best interests, facilitates participation of family members in the child's treatment program; 4. Facilitates outreach to the family members of the child, including siblings, documents how the outreach is made, including contact information, and maintains contact information for any known biological family and fictive kin of the child; 5. Documents how family members are integrated into the treatment process for the child, including post-discharge, and how sibling connections are maintained; 6. Provides discharge planning and family-based aftercare support for at least six months post-discharge; and 7. Is accredited in accordance with 42 U.S.C. Section 672(k)(4)(G). …
0330	***New***	Definitions. 290-2-5-.03(ee)	Definitions. ... (ee) "Reasonable and prudent parenting" means the standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a child while at the same time encouraging the emotional and developmental growth of the child, that a caregiver shall use when determining whether to allow a child in foster care under the responsibility of the State to participate in extracurricular, enrichment, cultural, and social activities.
0331	***New***	Definitions. 290-2-5-.03(ff)	Definitions. ... (ff) "Records" mean the individual files in any format established and maintained by a child-caring institution which include data concerning an employee, director, child, or applicant. …

New Tag	*2021 Tag*	Title/Rule	Tag Text
0332	**0326**	Definitions. 290-2-5-.03(gg)	Definitions. ... (gg) "Records check application" means two sets of classifiable fingerprints, a records search fee to be established by the Department by rule and regulation, payable in such form as the Department may direct to cover the cost of a fingerprint records check, and an affidavit by the applicant disclosing the nature and date of any arrest, charge, or conviction of the applicant for the violation of any law; except for motor vehicle parking violations, whether or not the violation occurred in this state, and such additional information as the Department may require. ...
0333	***New***	Definitions. 290-2-5-.03(hh)	Definitions. ... (hh) "Resident" means a person who receives full-time care and services at the Institution in accordance with these rules and regulations. This term shall be used interchangeably with the term "child." …
0334	**0327**	Definitions. 290-2-5-.03(ii)	Definitions. ... (ii) "Room, board and watchful oversight" means providing safe lodging, adequately nutritious meals, and continuous care and oversight to ensure a child's basic needs are met. ...
0335	**0328**	Definitions. 290-2-5-.03(jj)	Definitions. ... (jj) "Satisfactory criminal history background check determination" means a written determination that a person for whom a records check was performed was found to have no criminal record. ...
0336	**0329**	Definitions. 290-2-5-03(kk)	Definitions. ... (kk) "Seclusion" means the involuntary confinement of a child away from other children, due to imminent risk of harm to self or others, in a room or an area from which the child is physically prevented from leaving. …
0337	***New***	Definitions. 290-2-5-.03(ll)	Definitions. ... (ll) "Serious occurrence" means an occurrence that has or may have dangerous or significant consequences relating to the care, supervision, or treatment of a child. …
0338	**0330**	Definitions. 290-2-5-.03(mm)	Definitions. ... (mm) "Supervision" means the continued responsibility of the Institution to take reasonable action to provide for the health, safety, and well-being of a resident while under the supervision of a director, employees, contractors, and volunteers of the Institution, including protection from physical, emotional, social, moral, financial harm and personal exploitation while in care. The Institution is responsible for providing the degree of supervision indicated by a child's age, developmental level, physical, emotional, and social needs. …
0339	**0331**	Definitions. 290-2-5-.03(nn)	Definitions. ... (nn) "Time-out" means a behavior management technique that involves the brief separation of a child from a group or setting where a child is experiencing some behavioral or emotional distress, not to exceed twenty (20) minutes, designed to de-escalate the emotionally charged condition of the child. During "time-out" a child's freedom of movement is not physically restricted. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
0340	***New***	Definitions. 290-2-5-.03(oo)	Definitions. ... (oo) “Trauma-informed treatment” means a treatment model designed to address the identified needs, including clinical needs as appropriate, of a resident with serious emotional or behavior disorders or disturbances and is able to implement the treatment identified for the resident by the assessment completed by the qualified individual. …
0341	**0332**	Definitions. 290-2-5-.03(pp)	Definitions. ... (pp) "Unsatisfactory criminal history background check determination" means a written determination that a person for whom a records check was performed has a criminal record. …
0342	**0333**	Definitions. 290-2-5-.03(qq)	Definitions. ... (qq) "Variance" means a decision by the Department to grant a modification to all or part of the literal requirements of a rule. …
0343	**0334**	Definitions. 290-2-5-.03(rr)	Definitions. ... (rr) "Waiver" means a decision by the Department not to apply all or part of a rule. …
0344	***New***	Definitions. 290-2-5-.03(ss)	Definitions. ... (ss) The singular includes the plural, the plural the singular, and the masculine the feminine, when consistent with the intent of these Rules. Authority: O.C.G.A. Sections 49-5-3, 49-5-8, 49-5-12, 15-11-2.
0400	**0400**	Governing Body. 290-2-5-.04	Each Institution shall have a clearly identified governing body as required by state law that is responsible for and has authority over the Institution. The governing body shall be empowered and responsible for determining all policies and procedures and ensuring compliance with these rules and regulations. The chairperson or chief executive officer of the governing body shall complete a statement of responsibility on behalf of the governing body acknowledging the same in connection with any application for a license on a form provided by the Department. If an Institution is individually owned, then the owner(s) will complete the statement of responsibility. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.

CCI VERSION 10.0 RULES AND CROSSWALK

New Tag	*2021 Tag*	Title/Rule	Tag Text
0500	**0500**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(1)	Criminal History Background Checks for Owners Required. Prior to approving any license for a new child-caring institution and periodically as established by the Department by rule and regulation, the Department shall require an owner to submit a records check application so as to permit the Department to obtain criminal history background information on the owner.
0501	**0501**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(1)(a)	An owner may not be required to submit a records check application if it is determined that the owner does not do at least one of the following: 1. Maintains an office on the premises where services are provided to children; 2. Resides on the premises where services are provided to children; 3. Has direct access to residents receiving care; or 4. Provides direct personal supervision of personnel by being immediately available to provide assistance and direction during the time services are being provided to children
0505	**0505**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(1)(b)	In lieu of a records check application, an owner may submit evidence, satisfactory to the Department, that within the immediately preceding 12 months the owner has received a satisfactory criminal history background check determination.
0506	**0506**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(2)	A child-caring institution license shall not be issued, and any license issued shall be revoked where it has been determined that the owner has a criminal record involving any of the following covered crimes, as outlined in O.C.G.A. Section 49-2-14.1 *et seq*., and the Department's decision to deny or revoke a license has not been reversed in accordance with O.C.G.A. Section 49-2-14.1.
0522	**0522**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(3)	An owner with a valid child-caring institution license who acquires a criminal record involving any of the covered crimes identified in O.C.G.A. Section 49-2-14.1 shall disclose the criminal record to the Department.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0523	**0523**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(4)	If at any time the Department has reason to believe an owner holding a valid license has a criminal record involving any of the covered crimes identified in O.C.G.A. Section 49-2-14.1, the Department shall require the owner to submit a records check application immediately for determination of whether a revocation action is necessary. Prior to the revocation of the license becoming final, the owner is entitled to an administrative hearing unless the owner has not begun providing services under the license. Where services are not currently being provided under the license, the decision of the administrative hearing officer must precede the initiation of services.
0524	**0524**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(5)	Criminal History Background Checks for Director and Employees Required. Prior to serving as a director of a licensed Institution, a person newly hired, rehired, or transferred to the director position shall submit a records check application and receive a satisfactory determination or be eligible to serve as a director as a result of an administrative hearing.
0525	**0525**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(5)(a)	A person with an unsatisfactory criminal history background check determination may not serve as a director of a licensed child-caring institution if it is determined that such person has a criminal record as identified in O.C.G.A. Section 49-5-60 and has not had an unsatisfactory determination reversed in accordance with O.C.G.A. Sections 49-5-60 et seq., and 49-5-73.
0531	**0531**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(5)(b)	Prior to serving as an employee other than a director of a licensed Institution, a person must submit a preliminary record check application and receive a satisfactory determination. Provided however, should there be an unsatisfactory determination, the person must submit to a fingerprint record check and get a satisfactory determination or be determined eligible to be employed by the Institution as a result of an administrative hearing.
0532	**0532**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(5)(c)	A person with an unsatisfactory background check determination may not serve as an employee of a licensed child-caring institution if it is determined that such person has a criminal record as identified in O.C.G.A. Section 49-5-60 and has not had an unsatisfactory determination reversed in accordance with O.C.G.A. Sections 49-5-60 *et seq*., and 49-5-73.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0533	**0533**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(5)(d)	In lieu of a records check application, a director or employee may submit evidence, satisfactory to the Department, that within the immediately preceding 12 months the above personnel have received a satisfactory records check determination or a satisfactory preliminary records check determination.
0537	**0537**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(6)	Licenses. No person, partnership, association, corporation or entity shall operate a child-caring institution in the state without first obtaining a license to operate the Institution by demonstrating compliance with the necessary requirements set forth in these rules. No child-caring institution shall provide room, board and watchful oversight to more than 16 children on its premises without approval by the Department's Residential Child Care Licensing in accordance with applicable policies and procedures.
0538	***New***	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(6)(a)	Effective January 1, 2025, any Institution with multiple separate living units located on the same premises that provides or proposes to provide room, board, and watchful oversight to a combined total of six or more children shall be licensed.
0539	**0539**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(6)(b)	Institutions operated as a part of a local church ministry or religious nonprofit school or a nonprofit religious charitable organization may request to be commissioned in lieu of licensed. All provisions of these rules shall apply to Institutions that request to be commissioned, and for the purposes of these rules, the term license shall have the same meaning as commission.
0540	**0540**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(6)(c)	A license may be issued, upon presentation of evidence satisfactory to the Department, that the facility is in compliance with applicable statutes and these rules. The license is valid for the period of time specified by the Department, unless voluntarily surrendered by the holder, reduced to a restricted or temporary license or suspended or revoked by the Department.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0541	**0541**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(7)	Temporary License. The Department may in its discretion issue a temporary license if the health and safety of the children to be served by the Institution will not be endangered. A temporary license will be valid for a specified period not to exceed one (1) year and may be issued in the following instances: (a) If an Institution complies with these rules but has not yet enrolled children; or (b) If an Institution is not in full compliance with these rules but has demonstrated satisfactory evidence that it is making progress toward meeting these rules and has submitted an acceptable plan of correction; or (c) If the Department finds that any child-caring institution applicant does not meet rules and regulations prescribed by the Department but is attempting to meet such rules and regulations, the Department may, in its discretion, issue a temporary license or commission to such child-caring institution, but such temporary license or commission shall not be issued for more than a one-year period. 1. Upon presentation of satisfactory evidence that such Institution is making progress toward meeting prescribed rules and regulations of the Department, the Department may, in its discretion, reissue such temporary license or commission for one additional period not to exceed one year. 2. As an alternative to a temporary license or commission, the Department, in its discretion, may issue a restricted license or commission which states the restrictions on its face.
0545	**0545**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(8)	Restricted License. The Department may in its discretion issue a restricted license in lieu of a temporary or regular license. The restricted license may be granted either in connection with the initial application process for a license or as a result of a subsequent determination made by the Department concerning compliance with these rules. The restriction shall appear on the face of the license and shall restrict an Institution from providing care or services which are beyond the capability of the licensee to provide. The restriction may include but is not limited to the number and/or age of the children served by the Institution.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0546	**0546**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(9)	License Qualifications. In order to obtain or retain a license, the following conditions shall be met: (a) The director of the Institution and its employees must be qualified, as defined in these rules, to administer or work in an Institution. The Department may presume that the director and employees are qualified, subject to satisfactory determinations on the criminal history background checks. However, the Department may require additional reasonable verification of the qualifications of the director and employees either at the time of application for a license or at any time during the license period. The Institution shall electronically notify the Department's Residential Child Care Licensing unit on forms provided by the Department within three (3) business days when there is a change in the director, human services professional or in the corporate structure, organization, or administration of the Institution. (b) A qualified residential treatment program shall be accredited by an independent, not-for-profit organization in accordance with the provisions of 42 U.S.C. Section 672(k)(4)(G) and maintain such accreditation. Denial, loss of, or any negative change in accreditation status must be reported to the Department's, Residential Child Care Licensing unit within three (3) business days upon notification by the accreditation body. (c) A commercial sexual exploitation recovery center shall be certified as a victim assistance program in accordance with the provisions of O.C.G.A. Section 15-21-132(e) and maintain such certification. Denial, loss of, or any negative change in certification status must be reported to the Department's, Residential Child Care Licensing unit within three (3) business days upon notification by the Criminal Justice Coordinating Council.
0547	**0547**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(10)	License is Nontransferable. A license to operate an Institution is not transferable in any way. Each license shall be returned to the Department immediately upon the suspension, revocation, restriction of the license or termination of the operation.
0548	**0548**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(11)	Renewal of License. A license will be renewed upon a determination by the Department that the Institution presents satisfactory evidence of meeting the requirements set forth in these rules.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0549	**0549**	Criminal Hx Background Checks, Licenses and Exemptions 290-2-5-.05(12)	Exemptions. All programs providing or planning to provide full-time care to six or more children through the age of 18 outside their homes and meet all other criteria of a child-caring institution shall obtain either a child-caring institution license or an exemption from licensure. Any person or entity believed to be exempt from licensure shall apply to the Department for exemption. A program that is not exempt from licensure shall be subject to applicable rules and regulations. An exemption granted by the Department is an exemption from licensure, and does not affect the authority of local, regional or state health department officials, the state fire marshal or local fire prevention officials to inspect facilities. These rules shall not apply to the following kinds of programs providing care to children: (a) Child welfare agencies and other facilities and institutions wherein children and youths are detained which are operated by any Department or agency of state, county, or municipal government. (b) Any bona fide boarding school whose primary purpose of admission is education, provided that such facility in order to claim exemption shall operate as a private school in accordance with O.C.G.A. Section 20-2-690 *et seq*., or its successor statute, shall have classroom facilities which are not used for residential living and shall not have been granted nor have assumed legal custody of children attending the facility. (c) Facilities or programs both owned and operated by any Department or agency of federal, state, county, or municipal government. For purposes of this rule, facilities or programs are not exempt from licensure as a child-caring institution if facility or program premises are leased, rather than owned, by federal, state, county, or municipal government. In addition, facilities or programs are not exempt from licensure if the government entity assumes or exercises no authority nor control over daily program services, functions or operations. (d) Temporary recreational facilities and programs which limit residency to no more than three months, such as summer camps. Authority: O.C.G.A. Sections 49-5-8, 49-5-12, 49-2-14.1, 49-5-60 *et seq*.,15-11-2(60.2), 15-21-132(e).
0600	***New***	Applications. 290-2-5-.06(1)	All applicants seeking a license must attend training conducted by the Department's Residential Child Care Licensing unit prior to submitting an application for an initial license.
0601	**0600**	Applications. 290-2-5-.06(2)	An application for a license to operate an Institution shall be submitted to the Department on the forms provided by the Department.
0602	**0601**	Applications. 290-2-5-.06(2)(a)	Time for Filing. An application for a license shall be submitted at least ninety (90) days prior to the proposed opening date of the new Institution.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0603	**0602**	Applications. 290-2-5-.06(2)(b)	Records Check and Preliminary Records Check Applications. Accompanying any application for a new license for an Institution, the applicant shall furnish to the Department a records check application for the owner and director and a preliminary records check application for each employee, if applicable as defined in these rules.
0604	**0605**	Applications. 290-2-5-.06(2)(c)	Separate Licenses or Commissions. A separate license or commission application is required for each geographical location which an Institution is proposed to operate even when all of the proposed Institutions are owned by the same person or entity.
0605	**0606**	Applications. 290-2-5-.06(2)(d)	Amended License. If there is to be a change in the name of the Institution, change in ownership, changes in the ages of children to be served, or additions or changes in the uses of the buildings that will affect the facility's licensed capacity, an application for an amended license shall be submitted at least thirty (30) days prior to the changes or additions, except in cases of emergencies. In such cases of emergencies, which make it impossible to submit an application within thirty (30) days, the governing body or director shall notify the Department electronically and shall submit an application for the amended license as soon as the governing body or the director becomes aware of the change or addition.
0606	**0607**	Applications. 290-2-5-.06(2)(e)	Notice of Denial. If the Department determines that the applicant does not comply with these rules and determines that the issuance of a temporary or restricted license is not appropriate, the Department will provide a written notice of the denial of licensure and the opportunity for a hearing to the applicant.
0608	**0608**	Applications. 290-2-5-.06(2)(f)	False or Misleading Information. The application for a license including the application for a criminal history background check must be truthfully and fully completed. In the event that the Department has reason to believe that any required application has not been completed truthfully, the Department may require additional verification of the facts alleged. The Department may refuse to issue a license where false statements have been made in connection with the application or any other documents required by the Department.
0609	**0609**	Applications. 290-2-5-.06(2)(g)	The Department may deny a license or otherwise restrict a license for any applicant who has had a license denied, revoked, or suspended within one year of the date of the application or who has transferred ownership or governing authority of an agency, facility, institution, or entity subject to regulations by the Department within one year of the date of a new application when such transfer was made in order to avert denial, revocation, or suspension of a license.
0610	**0610**	Applications. 290-2-5-.06(2)(h)	An Institution shall not begin operation without Departmental approval. Authority: O.C.G.A. Sections 49-5-8, 49-5-12, 49-5-60.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0700	**0700**	Inspections and Investigations. 290-2-5-.07	The Department is authorized and empowered to conduct investigations and on-site inspections of any Institution required by these rules to be licensed. The proposed and current licensee and staff shall cooperate with any inspection or investigation by responding truthfully to any legitimate departmental inquiry.
0701	**0701**	Inspections and Investigations. 290-2-5-.07(a)	Initial Inspection. Following receipt and review of a complete application package, the Department may conduct an on-site inspection of the Institution to assess compliance with these rules.
0702	**0702**	Inspections and Investigations. 290-2-5-.07(b)	Consent to Access. An application for a license or commission to operate an Institution or the issuance of a license by the Department constitutes consent by the applicant, the proposed holder of the license and the owner of the premises for the Department's representative, to enter the premises at any time after confirming his/her identity to any Institution employee or director, for the purpose of inspecting the facility. This includes both scheduled and unscheduled inspections and includes access to all staff, parts of the premises, all children present, and all records required by these rules.
0703	**0703**	Inspections and Investigations. 290-2-5-.07(c)	Other Inspections. The Department may conduct scheduled and unscheduled on-site inspections of an Institution in the following instances: 1. Annually or at other regular intervals as the Department may determine or at the expiration of the current license; or 2. Upon receiving a report, including a report submitted by the Institution, alleging child abuse, neglect, or sexual exploitation as defined in O.C.G.A. § 15-11-2 which occurred while the child was in the care of the Institution, director or employees; or 3. Upon receiving information of alleged violations of these rules, including information provided by the Institution, which, if true, could endanger the health, safety or welfare of the children in care; or 4. Upon receipt and review of a request for an amended license, where the Department determines that an inspection is advisable; or 5. Upon the Department or its duly authorized representative being made aware of any flagrant abuses, derelictions or deficiencies during the course of the Department's inspection or at any other time; the Department shall immediately investigate such matters and may conduct an inspection so as to take such actions as conditions may require; or 6. Subsequent to the receipt of a plan of correction, as determined necessary by the Department, to monitor whether the plan of correction is being complied with by the Institution's personnel.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0709	**0709**	Inspections and Investigations. 290-2-5-.07(d)	Failure to Allow Access. The Institution shall submit on a timely basis any records, reports and other information as may be required by the Department. Failure to allow timely access of the Department's representative to the Institution, its staff, or the children receiving care at the Institution or the books, records, papers, or other information related to initial or continued licensing, or failure to cooperate with a departmental inspection or investigation shall constitute good cause for the denial, restriction, revocation or suspension of a license, or other penalty as provided by law.
0710	**0710**	Inspections and Investigations. 290-2-5-.07(e)	False or Misleading Statements. No licensee, director, employee, or contractor of a licensee shall knowingly make any verbal or written false or misleading statements to the Department or on documents submitted to the Department or maintained by the Institution in connection with any authorized investigation or inspection being conducted by the Department. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
0800	**0800**	Administration and Organization. 290-2-5-.08(1)	Program Purpose. In accordance with these rules and regulations, a licensed child-caring institution shall develop, implement and comply with written policies and procedures that specify its philosophy, purpose, and program orientation. Such policies and procedures shall identify the characteristics and ages of the children it serves, including the referral sources.
0801	**0801**	Administration and Organization. 290-2-5-.08(2)	Program Description and Implementation. In accordance with these rules and regulations, a licensed child-caring institution shall develop, implement and comply with written policies and procedures that describe the range of services including room, board and watchful oversight and the manner in which such services will be provided by the facility. Such policies and procedures shall describe how identified services will be provided, the specific emergency safety intervention plan, including the emergency safety interventions, that will be used, and how such services will be assessed and evaluated. Such policies and procedures shall describe how reasonable and prudent parenting standards will be administered. A program description must show what services are provided directly by the facility and how it will coordinate its services with those provided by any Medicaid Rehabilitation Option Provider or other available community or contract resources.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0802	**0802**	Director. 290-2-5-.08(3)	Director. The governing body of the Institution shall designate a director who shall be authorized to manage the Institution.
0803	**0803**	Director. 290-2-5-.08(3)(a)	Any director employed by the Institution shall possess at least one of the following qualifications: 1. A master's degree from an accredited college or university in the area of social sciences, social work, childhood education, or business or public administration or a related field plus two years of administrative or supervisory experience in a human services delivery field; 2. A bachelor's degree from an accredited college or university in the area of social sciences, social work, childhood education, or business or public administration or a related field plus four years of administrative or supervisory experience in a human services delivery field; 3. A licensed registered nurse, nurse practitioner, physician, or physician assistant where the child-caring institution chooses to serve primarily children with special medical needs.
0807	**0807**	Director. 290-2-5-.08(3)(b)	Any director employed by the Institution must meet the following additional minimum qualifications. 1. Never have been shown by credible evidence (e.g. a court or jury, a Department investigation, or other reliable evidence) to have abused, neglected, or sexually exploited a child as those terms are defined in O.C.G.A. § 15-11-2 or to have abused, neglected, or sexually exploited an adult or to have subjected any person to serious injury as a result of intentional or grossly negligent misconduct as evidenced by an oral or written statement to this effect obtained at the time of application and evidence of having made efforts to obtain and evaluate references from previous employers; 2. Participate in the orientation and training required by these rules; and 3. Not have made any material false statements concerning qualifications requirements either to the Department or the proposed licensee.
0810	**0810**	Director. 290-2-5-.08(3)(c)	When the director is absent from the Institution at any time, there shall be an officially designated person to assume responsibility for the operation of the Institution.

New Tag	*2021 Tag*	Title/Rule	Tag Text
0811	**0811**	Finances. 290-2-5-.08(4)	Finances. The facility shall have sufficient funds available to pay operating costs including compensation for a sufficient number of administrative and service staff through the current year of operation and shall provide for the preparation of an annual approved budget. Copies of the current year's budget and expenditure records shall be maintained for examination and review by the Department.
0812	**0812**	Finances. 290-2-5-.08(4)(a)	The director and all persons authorized to receive or disburse operating funds shall be bonded or insured.
0813	**0813**	Finances. 290-2-5-.08(4)(b)	A schedule of fees shall be established and implemented and made available to a parent(s) or guardian(s), or representative(s) of children considered for admission to the Institution. The schedule shall detail the basic cost of services and any additional costs for other services.
0814	***New***	Recordkeeping. 290-2-5-.08(5)	Recordkeeping. Records shall be confidential and protected from unauthorized use, fire, damage or theft. Institutions that plan to utilize electronic records for any electronic files that are subject to regulatory review shall submit written policies and procedures for review and approval by the Department. If approved by the Department, electronic records should be reasonably secure with a data recovery system to prevent data loss and maintain data integrity and accessibility.
0815	**0814**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)1.	Case Records. An Institution shall maintain written or electronic records at the Institution for each child. Case records shall include the following: 1. Identifying information including name, sex, and birth date or age; ...
0816	**0815**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)2.	Case records [written or electronic for each child] shall include the following: ... 2. Date of admission and source of referral including all documents related to the referral and admission of the child to the Institution; ...
0817	**0816**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)3.	Case records [written or electronic for each child] shall include the following: ... 3. Name and contact information of the parent(s) or guardian(s) or representative(s); ...

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0818	**0817**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)4.	Case records [written or electronic for each child] shall include the following: ... 4. Name and contact information of placing agency and agency's representative(s), if applicable; ...
0819	**0818**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)5.	Case records [written or electronic for each child] shall include the following: ... 5. Documentation of current custody if not placed by biological or adoptive parents and any court documents related to placement, if applicable; …
0820	**0819**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)6.	Case records [written or electronic for each child] shall include the following: ... 6. A copy of the child's birth certificate, or an appropriate record of birth; …
0821	**0820**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)7.	Case records [written or electronic for each child] shall include the following: ... 7. Any written assessments; …
0822	**0821**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)8.	Case records [written or electronic for each child] shall include the following: ... 8. Service plans, treatment plans and any progress notes and collateral communications with MRO and/or other service providers; ...
0823	**0822**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)9.	Case records [written or electronic for each child] shall include the following: ... 9. Records of behavior management, emergency safety interventions, and written grievances, as described in Rule .14 and Rule .15; ...
0824	**0823**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)10.	Case records [written or electronic for each child] shall include the following: ... 10. Documentation of health history; as required at admission; ...

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0825	**0824**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)11.	Case records [written or electronic for each child] shall include the following: ... 11. Medical records, including documentation of visits to physicians and dentists, records of prescriptions and administration of medicines, immunization records, and orders for modified diets; ...
0826	**0825**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)12.	Case records [written or electronic for each child] shall include the following: ... 12. Educational and vocational information such as report cards, progress reports, and related materials received during a child's residency in the Institution; and...
0827	**0826**	Recordkeeping. Case Records. 290-2-5-.08(5)(a)13.	Case records [written or electronic for each child] shall include the following: ... 13. Discharge plans required by Rule .11, if applicable.
0828	**0827**	Recordkeeping. Retention. 290-2-5-.08(5)(b)	Retention of Case Records. Case records shall be retained in the Institution for at least one year following discharge of residents.
0829	**0828**	Recordkeeping. Confidentiality. 290-2-5-.08(5)(c)1.	Confidentiality of Case Records. 1. Written policies and procedures shall be established and implemented for the maintenance and security of case records specifying who shall supervise the maintenance of records, who shall have custody of records, and to whom records may be released and for what purposes. ...
0830	**0829**	Recordkeeping. Confidentiality. 290-2-5-.08(5)(c)2.	Confidentiality of Case Records. … 2. An Institution shall maintain the confidentiality of all children's case records. Employees of the Institution shall not disclose or knowingly permit the disclosure of any information in a case record except to appropriate child care workers, the parent(s) or guardian(s), their respective legal counsel, a court of legal jurisdiction, licensing staff, other authorized public officials in the performance of their mandated duties, or the child's placing agency.

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0831	**0830**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)1.	Personnel Records. An Institution shall maintain written or electronic records at the Institution for each employee and the director. Personnel records shall include the following: 1. Identifying information such as name, address, telephone number, and emergency contact person(s); ...
0832	**0831**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)2.	[Written or electronic] personnel records shall include the following: ... 2. A 10-year employment history or a complete employment history if the person has not worked 10 years; ...
0833	**0832**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)3.	[Written or electronic] personnel records shall include the following: ... 3. Records of educational qualifications; ...
0834	**0833**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)4.	[Written or electronic] personnel records shall include the following: ... 4. Documentation of at least two professional, educational, or personal references completed prior to employment that attest to the person's capabilities of performing the duties for which they are employed and to the person's suitability of working with or around children; ...
0835	**0834**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)5.	[Written or electronic] personnel records shall include the following: ... 5. Satisfactory preliminary criminal history background check determination and a satisfactory fingerprint records check determination as required by law for the director, and a satisfactory determination on a preliminary records check and fingerprint records check for employees as required by law; ...
0836	**0835**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)6.	[Written or electronic] personnel records shall include the following: ... 6. Documentation of a health screening examination completed by a licensed physician or other licensed healthcare professional sufficient in scope to identify conditions that may place children at risk of infection, injury or improper care; such examination shall be completed within thirty (30) days of hiring or within one (1) year prior to hire date; …
0837	**0836**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)7.	[Written or electronic] personnel records shall include the following: ... 7. Date of employment; …

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0838	**0837**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)8.	[Written or electronic] personnel records shall include the following: ... 8. The person's job description or statements of the person's duties and responsibilities; ...
0839	**0838**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)9.	[Written or electronic] personnel records shall include the following: ... 9. Documentation of orientation and training, including dates of all such training, as required by Rule .08(6)(d) of these rules; and …
0840	**0839**	Recordkeeping. Personnel Records. 290-2-5-.08(5)(d)10.	[Written or electronic] personnel records shall include the following: ... 10. Documentation of the individual's performance, including annual work performance evaluations and any records of employee discipline and grievance reports described in Rule .15 related to children in care and the employee.
0841	**0840**	Staffing. 290-2-5-.08(6)	Staffing. In accordance with these rules and regulations, an Institution shall have the qualified and trained staff necessary to provide the services it is authorized to provide. All staff and volunteers shall be supervised to ensure that assigned duties are performed adequately.
0842	**0841**	Staffing. 290-2-5-.08(6)(a)1.	All staff employed by the Institution must meet the following minimum qualifications: 1. Never have been shown by credible evidence (such as a decision of a court or jury, or a Department investigation or other reliable evidence) to have abused, neglected, or sexually exploited a child as those terms are defined in O.C.G.A. Section 15-11-2 or to have abused, neglected, or sexually exploited an adult or to have subjected any person to serious injury as a result of intentional or grossly serious injury as a result of intentional or grossly negligent misconduct as evidenced by an oral or written statement to this effect obtained at the time of application; …
0843	**0842**	Staffing. 290-2-5-.08(6)(a)2.	All staff employed by the Institution must meet the following minimum qualifications: ... 2. Participate in the orientation and training as stated in subparagraph (d) of this Rule; and ...
0844	**0843**	Staffing. 290-2-5-.08(6)(a)3.	All staff employed by the Institution must meet the following minimum qualifications: ... 3. Not have made any material false statements concerning qualifications requirements either to the Department or the proposed licensee. ...

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0845	**0845**	Staffing. 290-2-5-.08(6)(b)	Human Services Professionals. The Institution shall have designated human services professionals to provide oversight of services to children and their families in the home setting. There shall be one human services professional employed for every 16 children in care or fraction thereof. The Institution's director, if qualified by education, may perform the duties of a human services professional.
0846	**0846**	Staffing. 290-2-5-.08(6)(b)1.	Any human services professional shall either: (i) Possess a bachelor's degree from an accredited college or university in social work, psychology, childhood education, education counseling and psychology, or a related field and have two years experience in a human services delivery field as it relates to child welfare; or (ii) Possess a master's degree from an accredited college or university in one of the above disciplines.
0848	**0848 and 0850**	Staffing. 290-2-5-.08(6)(c)	Child Care Workers. The Institution shall have designated child care workers to supervise children and be responsible for living units where the children reside. Any child care worker shall be at least 21 years of age and possess a high school diploma or general education diploma (GED).
0851	**0851**	Staffing. 290-2-5-.08(6)(d)	Staff Training. Prior to working with children, all staff who work with children, including the director, shall be oriented in accordance with these rules and shall thereafter periodically receive additional training in accordance with these rules.
0852	**0852**	Staffing. 290-2-5-.08(6)(d)1.	[Staff] orientation shall include instruction in: (i) The Institution's purpose and description of services and its policies and procedures; (ii) The employee's assigned duties and responsibilities; (iii) Grievance policies and procedures; (iv) Child abuse policies and procedures; (v) Reporting requirements for suspected cases of child abuse and sexual exploitation and notifiable diseases and serious injuries; (vi) The Institution's policies and procedures for handling medical emergencies (life-threatening, limb-threatening, or function-threatening conditions), and managing use of medications by children in care; and (vii) The Institution's policies and procedures regarding appropriate behavior management and emergency safety interventions.
0859	**0859**	Staffing. 290-2-5-.08(6)(d)2.(i)	Additional training shall include: (i) Evidence of current certification in first aid and in cardiopulmonary resuscitation (CPR) that includes an in-person skill session; such certifications shall be obtained from a certified or licensed health care professional; the initial certifications shall occur within the first 60 days of employment, if the employee is not currently certified; and …
0860	**0859**	Staffing. 290-2-5-.08(6)(d)2.(ii)	Additional training shall include: … (ii) Twenty-four (24) clock hours of formal, annual training or instruction in child care issues related to the employee's job assignment and to the types of services provided by the Institution; such trainings shall not include first aid, cardiopulmonary resuscitation (CPR), or emergency safety intervention (ESI) training.

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0861	**0860**	Staffing. 290-2-5-.08(6)(e)	All child care workers shall have at least one full day (24 hours) off each week and shall have at least two consecutive days off each month.
0862	**0861**	Reporting. 290-2-5-.08(7)	Reporting. Detailed written summary reports shall be made to the Department's Residential Child Care Licensing unit electronically within 24 hours of a serious occurrence involving children in care, including but not limited to: (a) Accidents or injuries requiring medical treatment and/or hospitalization; (b) Death; (c) Suicide attempts; (d) Closure of the living unit due to disaster or emergency situations such as fires or severe weather; (e) Emergency safety interventions resulting in any injury; (f) Any incident which results in any federal, state or private legal action by or against the Institution which affects any child or the conduct of the Institution; however, legal action involving the juvenile justice system is not required to be reported; and (g) Any illness of children or illness of facility staff having personal contact with children in care known to have resulted from an identified pandemic or infectious disease outbreak.
0870	**0870**	Child Abuse Reports. 290-2-5-.08(8)	Child Abuse Reports. Whenever the child-caring institution has reason to believe that a child in care has been subjected to child abuse it shall cause a report of such abuse to be made to the Department of Human Services (Division of Family and Children Services, Child Protective Services) or in the absence of such to an appropriate police authority or district attorney in accordance with the requirements of O.C.G.A. Sec. 19-7-5. A copy of such report shall also be filed with the Department of Human Services Residential Child Care Licensing. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
0900	**0900**	Referral and Admission. 290-2-5-.09(1)	Referrals. An Institution shall only accept referrals for children whose known needs can be met by the Institution in accordance with its program purpose and program description.
0901	**0901**	Referral and Admission. 290-2-5-.09(1)(a)	Referral agreements with any public or private agencies that place children in the Institution shall be in writing and shall include the following provisions and requirements. 1. Preplacement assessment and planning with the placing agency regarding the Institution's abilities to meet the needs of the child shall be done. To the degree possible, all relevant information required for admission to the facility shall be reviewed in preplacement assessment and planning. 2. To the degree possible, there shall be a preplacement visit by the child, and the parent(s) or guardian(s), or placing agency representative if there is a reasonable likelihood that the child will be admitted.

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0904	**0904**	Referral and Admission. 290-2-5-.09(1)(b)	Referrals from any persons other than placing agencies (such as a parent or guardian) shall be handled in the same manner as described above for referrals from placing agencies.
0905	**0905**	Referral and Admission. 290-2-5-.09(2)	Admissions. An Institution shall only admit children whose known needs can be met by the Institution based on preplacement assessment, planning and room, board and watchful oversight capacity.
0906	**0906**	Referral and Admission. 290-2-5-.09(2)(a)	A child under the age of six (6) shall not be admitted to an Institution, unless the child is a member of a sibling group with at least one of the siblings being 6 years of age or older who will reside in the Institution, or the mother who is under the age of 19 and her child are placed in the home together. Where a child under the age of six (6) is admitted, the child-caring institution shall provide developmentally-appropriate sleeping facilities, diapering facilities and daily child-care arrangements.
0907	**0907**	Referral and Admission. 290-2-5-.09(2)(b)	Prior to admission, the facility shall: 1. Provide information to the custodian about the services, environment, age ranges and behavioral characteristics of the other children in placement. 2. Maintain signed documentation from the custodian that they have received and considered the information provided in Rule .09(1)(a)1 above and have determined that the placement environment is appropriate and does not represent an undue risk to the health and safety of the child or children being placed.
0909	**0909**	Referral and Admission. 290-2-5-.09(2)(c)	The facility shall comply with the Interstate Compact on Placement when admitting children from another state.
0910	**0910**	Referral and Admission. 290-2-5-.09(2)(d)	Written admission policies and procedures shall be established and implemented and shall include the following provisions or requirements. …
0911	**0911**	Referral and Admission. 290-2-5-.09(2)(d)1.	[Admission policies and procedures] shall include the following provisions or requirements. … 1. An intake referral form that includes a social, health, educational, family, behavioral and personal developmental history, shall be done to determine the placement and room, board and watchful oversight needs (services, supports, setting, etc.) of each child and whether that placement is appropriate….

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0912	**0912**	Referral and Admission. 290-2-5-.09(2)(d)2.	[Admission policies and procedures] shall include the following provisions or requirements. ... 2. A completed written placement agreement shall be developed with the involvement of the child, and the parent(s) or guardian(s), or placing agency representative and signed by all parties; such agreement shall include the following: (i) Written authorization to care for the child; (ii) Written authorization to obtain medical care for the child; (iii) Written summary of discussions among the child and the parent(s) or guardian(s), or placing agency, and the Institution's human services professional regarding basic care, any specialized services to be provided, room, board and watchful oversight, the description of the Institution as outlined in Rule .09(2)(b); and involvement of the parent(s) or guardian(s), or the placing agency in service planning.
0916	**0916**	Referral and Admission. 290-2-5-.09(2)(e)	A written description of the Institution shall be provided to the child, the parent(s) or guardian(s), or placing agency and shall include: 1. The Institution's program purpose and program description; 2. The description of service planning and normal daily routines of children; 3. The description of health services including how the Institution handles illnesses, injuries, and medical emergencies (life-threatening, limb-threatening, and function-threatening conditions); 4. The Institution's policies and procedures for behavior management and grievances; 5. Policies and procedures for visiting hours and communications with persons outside the Institutions; 6. The names and telephone numbers of the child's designated human services professional and primary child care worker; and 7. Schedule of fees if placement is not done under a Purchase of Service Agreement.
0923	**0923**	Referral and Admission. 290-2-5-.09(2)(f)	Emergency Admissions. In situations that require emergency admission to an Institution and when completion of the intake referral form, as described in Rule .09(1)(a)1, and intake evaluation and placement agreements, as described in Rules .09(2)(d) are not possible, the Institution shall obtain as much information as possible about the child to be admitted, and as much information as possible about the circumstances requiring admission. Such information shall be obtained from the referring person(s) or entity(ies) within 72 hours. When all the information to complete the intake referral form is not available, a health assessment shall be scheduled within 24 hours of emergency admission. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1000	**1000**	Assessment and Planning. 290-2-5-.10	An Institution shall complete a full written assessment of each child admitted for care and of each child's family within thirty days of admission and develop an individual written service plan for each child based on the assessments within thirty days of admission. If an assessment is not completed within thirty days, the reasons for the delay shall be documented in the child's case record and such documentation shall include statements indicating when the assessment is expected to be completed.
1001	**1001**	Assessment and Planning. 290-2-5-.10(a)	The facility's admission evaluation shall be coordinated by the child's designated human services professional. The facility shall assess the needs of the child in the areas of health care, room, board and watchful oversight, education, family relationships, personal, social and vocational development, and any behavioral issues that require monitoring. 1. This assessment is intended to expand upon the initial intake evaluation required by Rule .09(1)(a)1; 2. The Institution shall obtain the child's school records from the last school attended in order to complete the education needs component of the assessment.
1003	**1003**	Assessment and Planning. 290-2-5-.10(b)	A service and room, board and watchful oversight plan shall be developed by the child's human services professional in concert with the child's primary child care worker, meaning the worker who has responsibility for supervision of the child in the living unit where the child resides. The plan shall contain the following information: 1. The results of the assessment and identified needs; 2. Statements of time-limited goals and objectives for the child and family and methods of achieving them and evaluating them; 3. Statements of activities to be followed by the child and staff members in pursuit of the stated goals and objectives; 4. Statements of any special care and services that will be arranged for or provided directly; 5. Statements of goals and preliminary plans for discharge; 6. Statements about the types of discipline that should be employed when necessary; and 7. Statements of any visitation plans of the child with the biological family, including siblings, and fictive kin; any restrictions of communication or visitation with any persons shall clearly show that the health, safety, and welfare of the child would be adversely affected by such communications or visits.
1010	**1010**	Assessment and Planning. 290-2-5-.10(c)	The child, and the parent(s) or guardian(s), or child-placing agency representative shall be involved in the development of the service and room, board and watchful oversight plans, and its periodic updates as described below.
1011	**1011**	Assessment and Planning. 290-2-5-.10(d)	The service and room, board and watchful oversight plan shall be updated by the human services professional at a minimum of every six months and pertinent progress notes and data shall be incorporated in the plan to measure attainment of stated goals and objectives. 1. The child's primary child care worker shall participate in updating the service and room, board and watchful oversight plan. 2. The facility shall be responsible for implementing the service and room, board and watchful oversight plan. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1100	**1100**	Discharge and Aftercare. 290-2-5-.11(1)	During a child's placement in an Institution, the preliminary plans for discharge required by Rule .10(b)5 shall be adjusted according to the child's circumstances. At least three months prior to planned discharge, except in cases of emergency discharges, an Institution shall formulate an aftercare plan that identifies the supports, room, board and watchful oversight summary and resources that the child and child's family are expected to need following discharge. When a child is being discharged for placement in another Institution or similar program, the receiving Institution or program, except in cases of emergency discharges, shall be given at least thirty days notice of the proposed date of placement.
1101	**1101**	Discharge and Aftercare. 290-2-5-.11(2)	Emergency discharges are authorized when the health, safety and room, board and watchful oversight needs of a child or other children in residence might be endangered by the child's further placement in the Institution. At least 72 hours of prior notice of discharge shall be provided to the parent(s) or guardian(s), or placement agency. If such notice is not possible, the reason for the inability to provide the required notice shall be documented in the child's case record.
1102	**1102**	Discharge and Aftercare. 290-2-5-.11(3)	When a child is discharged, an Institution shall compile a complete written discharge summary within thirty days of the discharge. Such summary shall include: (a) The name, address, telephone number and relationship of the person or entity to whom the child was discharged, or the name of the placing agency if discharged to a placement agency; (b) A summary of all the services and room, board and watchful oversight activities provided for the child to meet assessed needs while the child was in the Institution; (c) A summary of the child's and the family's goals and objectives and accomplishments during care; (d) A summary of any problems encountered by the child and the family during care; and (e) A summary of assessed needs which were not met during care, and a summary of the reasons why they were not met.
1107	**1107**	Discharge and Aftercare. 290-2-5-.11(4)	A copy of the completed discharge summary shall be made available to the child's parent(s) or guardian(s), or placement agency representative when it is completed. Authority: O.C.G.A. Sections 49-5-3, 49-5-8

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1200	**0840**	Child Care Services. 290-2-5-.12(1)	The Institution shall have sufficient numbers of qualified and trained staff to provide for the room, board and watchful oversight of children in accordance with Rule .08(6). Staff and volunteers shall adequately provide for the needs, protection, well-being and supervision of residents.
1201	**1200**	Child Care Services. 290-2-5-.12(2)	Casework Services. All children in care and families of children in care shall receive case work services as provided in their service plan from their assigned human services professional or other appropriate professionals (internal and external of facility) who shall meet with and counsel with the children. The results of such counseling shall be recorded in the children's case records. The purpose of such services is to identify and monitor the children's and families' progress relative to the needs, goals and objectives identified in child care assessments and service plans and to discuss any problems being encountered by or with the children in care.
1202	**1201**	Child Care Services. 290-2-5-.12(3)	Educational and Vocational Services. An Institution shall not admit a child unless an educational program commensurate with the specific educational and vocational needs of the child can be provided.
1203	**1202**	Child Care Services. 290-2-5-.12(3)(a)	Provisions shall be made for mandatory education of all children in care in accordance with O.C.G.A. 20-2-690 *et seq*., or its successor statute. For purpose of these rules, an on-campus school is defined as a private school, and must be in compliance with the above law.
1204	**1203**	Child Care Services. 290-2-5-.12(3)(b)	A child's assigned human services professional shall monitor the child's educational or vocational progress in the course of providing case work services and planning. Progress reports, such as report cards, and other records or documentation of a child's educational or vocational performance while residing in the Institution shall be maintained in the child's case record.
1205	**1204**	Child Care Services. 290-2-5-.12(3)(c)	Children attending public schools who wish to participate in extracurricular activities shall be provided such reasonable opportunities by the Institution in accordance with the child's service plan.
1206	**1205**	Child Care Services. 290-2-5-.12(3)(d)	Children's daily activities as stated in their service plans shall provide for study time during the periods the children are attending school.

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1207	**1206**	Health Services. 290-2-5-.12(4)	Health Services. The facility shall provide for a comprehensive program of preventive, routine, and emergency medical and dental care for all children. Arrangements shall be made with at least one physician and one dentist or a health care agency that provides medical and dental care for children.
1208	**1207**	Health Services. 290-2-5-.12(4)(a)	Within thirty days of admission, the human services professional shall ensure an assessment of the children's medical and dental health has been completed.
1209	**1208**	Health Services. 290-2-5-.12(4)(a)1.	A comprehensive physical examination of a child shall be provided within 10 calendar days of admission unless such an examination has been completed within one year prior to admission.
1210	**1209**	Health Services. 290-2-5-.12(4)(a)1.(i)	Such examination shall be completed by a medical doctor, physician assistant, nurse practitioner or public health department and shall include immunization status, vision and hearing screenings, in addition to, basic diagnostic laboratory testing, when recommended by a physician.
1211	**1210**	Health Services. 290-2-5-.12(4)(a)1.(ii)	Required Immunization. All children shall have current immunizations as outlined in Rules and Regulations of the Department of Public Health, Immunization of School Children, Chapter 511-2-2 *et seq*., or its successor rule.
1212	**1211**	Health Services. 290-2-5-.12(4)(a)2.	A general dental examination of a child over the age of 12 months shall be provided within 30 days of admission unless such an examination has been completed within six months prior to admission. Such examinations shall be completed by either a dentist or a licensed dental hygienist.
1213	**1212**	Health Services. 290-2-5-.12(4)(b)	An Institution shall ensure that children continue to receive timely, qualified medical, dental, and follow-up care as recommended by a licensed medical professional when they are ill or injured or when there is a reasonable likelihood that qualified medical and dental care is needed. The Institution shall take appropriate safety precautions to ensure that underlying medical conditions are not exacerbated or infections not transmitted to others when indicated by the medical condition of the child. Children shall receive annual medical check-ups at least every 12 months and semiannual dental check-ups at least every 6 months.
1214	**1213**	Health Services. 290-2-5-.12(4)(c)	An Institution shall ensure that children receive timely, qualified medical care in cases of medical emergencies (life-threatening, limb-threatening, or function-threatening conditions). Policies shall be in place for the emergency medical care of children with a local hospital or other health care facility that provides emergency services or with a local physician.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1215	**1214**	Health Services. 290-2-5-.12(4)(d)	Medications. The Institution shall develop and implement policies and procedures for the use and management of all types of medications. All child care workers shall receive orientation on the policies and procedures. Such policies and procedures shall include the following:
1216	**1215**	Health Services. 290-2-5-.12(4)(d)1.	[Medication use and management] policies and procedures shall include the following: … 1. Non-prescription medications. No child shall be given a non-prescription medication by staff members of the Institution unless the child exhibits symptoms that the medication is designed to relieve....
1217	**1216**	Health Services. 290-2-5-.12(4)(d)2.	[Medication use and management] policies and procedures shall include the following: ... 2. Prescription medications. No child shall be given a prescription medication unless the medication is prescribed for the child by an authorized health care professional. ...
1218	**1217**	Health Services. 290-2-5-.12(4)(d)2.i.	[Medication use and management] policies and procedures shall include the following: ... 2. (i) Prescription medications shall only be given to a child as ordered in the child's prescription. An Institution shall not permit such medications prescribed for one child to be given to any other child. ...
1219	**1218**	Health Services. 290-2-5-.12(4)(d)2.ii.	[Medication use and management] policies and procedures shall include the following: ... 2. (ii) A child's attending physician shall be notified in cases of dosage errors, drug reactions, or if the prescription medication does not appear to be effective....
1220	**1219**	Health Services. 290-2-5-.12(4)(d)3.	[Medication use and management] policies and procedures shall include the following: ... 3. Psychotropic medications. No child shall be given psychotropic medications unless use is in accordance with the goals and objectives of the child's service plan developed by an external physician and/or MRO provider. ...
1221	**1220**	Health Services. 290-2-5-.12(4)(d)3.i.	[Medication use and management] policies and procedures shall include the following: ... 3. (i) Psychotropic medications must be prescribed by an external physician or MRO provider who has responsibility for the diagnosis and treatment of the child's conditions that necessitate such medication. Continued use of psychotropic medications shall be reviewed by the external prescribing Physician and/or MRO provider every sixty days. ...
1222	**1222**	Health Services. 290-2-5-.12(4)(d)3.ii.	[Medication use and management] policies and procedures shall include the following: ... 3. (ii) Psychotropic medication shall only be given to a child as ordered in the child's prescription. An Institution shall not permit such medications prescribed for one child to be given to another child. ...

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1223	**1222**	Health Services. 290-2-5-.12(4)(d)3.iii.	[Medication use and management] policies and procedures shall include the following: … 3. (iii) The external prescribing physician and/or MRO provider shall be notified in cases of dosage errors, drug reactions, or if the psychotropic medication does not appear to be effective. ...
1224	**1223**	Health Services. 290-2-5-.12(4)(d)4.	[Medication use and management] policies and procedures shall include the following: ... 4. An Institution shall designate and authorize classes of staff, such as child care workers, to hand out medications and supervise the taking of medications. Only designated and authorized staff shall hand out and supervise the taking of medication. ...
1225	**1224**	Health Services. 290-2-5-.12(4)(d)5.	[Medication use and management] policies and procedures shall include the following: ... 5. An Institution shall maintain a record of all medications administered by staff to include: name of child taking medication; name of prescribing physician and date of prescription (if the medication is prescription or psychotropic); required dosage; date and time taken, refused, or missed; dosage taken; and name and signature of staff member responsible for administering the medication. …
1226	**1225**	Health Services. 290-2-5-.12(4)(d)6.	[Medication use and management] policies and procedures shall include the following: ... 6. All prescription and non-prescription medications shall be kept in a locked storage cabinet or container which is not accessible to residents and stored separate from cleaning chemicals and supplies or poisons. The keys to the locked cabinets or containers shall not be accessible to residents. ...
1227	**1226**	Health Services. 290-2-5-.12(4)(d)7.	[Medication use and management] policies and procedures shall include the following: ... 7. All expired medications shall be discarded and not handed out for use.
1228	**1228**	Recreation and Leisure. 290-2-5-.12(5)	Recreation and Leisure. The Institution shall provide for a program of indoor and outdoor recreational and leisure activities. When providing these activities, the Institution shall utilize the community's cultural, social, and recreational resources whenever possible and appropriate. Children's activities as stated in their service plans shall provide for leisure and recreational time. An Institution shall procure and maintain a variety of recreational and leisure equipment and supplies such as games, sporting equipment, reading materials, and art supplies.
1229	**1229**	Other Services. 290-2-5-.12(6)(a)	Other Services. The Institution shall ensure that all children have adequate, properly fitting, seasonable clothing as required for health, comfort and physical well-being. Clothes shall be appropriate to age, gender, and individual needs.
1230	**1230**	Other Services. 290-2-5-.12(6)(b)	Daily routines of children shall provide for appropriate personal care, hygiene, and grooming commensurate with age, gender, and cultural heritage. All necessary toiletry items and supplies, such as soap, shampoo, hair brushes, tooth brushes and paste, deodorant, and bath towels, shall be provided.

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1231	**1231**	Other Services. 290-2-5-.12(6)(c)	Children shall not be held solely responsible for performing work duties such as food preparation, laundering, housekeeping, or facility maintenance. Children shall not be considered substitutes for employed staff.
1232	**1232**	Other Services. 290-2-5-.12(6)(d)	Children shall not be used for the purpose of soliciting funds for the Institution, nor shall children be used in connection with any advertisement or publicity without the consent of the child and the parent(s) or guardian(s).
1233	**1233**	Other Services. 290-2-5-.12(6)(e)	Children shall be permitted to participate in religious and cultural activities in accordance with their cultural and ethnic heritage.
1234	***New***	Other Services. 290-2-5-.12(6)(f)	No resident shall be responsible for the care of another resident. In accordance with his or her service plan, a parenting youth can assume responsibility for his or her child(ren). Authority: O.C.G.A. Sections 20-2-690 *et seq*., 49-5-8, 49-5-12.
1300	***New***	Qualified Residential Tx Program. 290-2-5-.13(1)	Qualified Residential Treatment Programs. Qualified residential treatment programs must meet all rule requirements for licensing as a child-caring institution in addition to all requirements in Rule .13.
1301	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(a)	A qualified residential treatment program shall meet the requirements set forth below: (a) Designation Requirements. The Institution shall be designated as a child-caring institution licensed by the Department of Human Services Residential Child Care Licensing. …
1302	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(b)1.	A qualified residential treatment program shall meet the requirements set forth below: … (b) The Institution shall be accredited by any of the following independent, not-for-profit organizations and maintain such accreditation: 1. The Commission on Accreditation of Rehabilitation Facilities (CARF); 2. The Joint Commission on Accreditation of Healthcare Organizations (JCAHO); 3. The Council on Accreditation (COA); or 4. Any other independent, not-for-profit accrediting organization approved by the Secretary of Health and Human Services. …

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1303	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(c)	A qualified residential treatment program shall meet the requirements set forth below: … (c) The Institution shall have a trauma-informed treatment model designed to address the needs of children in the program. The treatment model shall be approved by the Department's Division of Family and Children Services. …
1304	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(d)	A qualified residential treatment program shall meet the requirements set forth below: … (d) The Institution shall be equipped to meet the clinical needs, as appropriate, of children with serious emotional or behavioral disorders or disturbances, as appropriate for the Institution's residential treatment license. ...
1305	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(e)	A qualified residential treatment program shall meet the requirements set forth below: … (e) The Institution shall be equipped to implement the necessary treatment for a child that is identified by an assessment to determine appropriateness of placement in the program. …
1306	***New***	Qualified Residential Tx Program. 290-2-5-.13(2)(f)	A qualified residential treatment program shall meet the requirements set forth below: … (f) The Institution shall have registered or licensed nursing staff and other licensed clinical staff who: 1. Provide care within the scope of their practice as allowed by applicable law or a professional certification or license; 2. Are onsite according to the qualified residential treatment program treatment model; and 3. Are available twenty-four (24) hours a day and seven (7) days a week.
1307	***New***	Qualified Residential Tx Program. 290-2-5-.13(3)	Admissions. An Institution shall document an initial qualified residential treatment program assessment made by a qualified individual that determines the appropriateness of placement of a child in a qualified residential treatment program. The initial qualified residential treatment program assessment shall be completed prior to the child's placement in a qualified residential treatment program, but no later than 30 days following the start of such placement.
1308	***New***	Qualified Residential Tx Program. 290-2-5-.13(4)	Family Engagement Plan. An Institution shall: (a) To the extent appropriate, and in accordance with the child's best interests, facilitate participation of family members in the child's treatment program; (b) Facilitate outreach to the family members of the child, including siblings; document how the outreach is made, including contact information, and maintain contact information for any known biological family and fictive kin of the child; and (c) Document how family members are integrated into the treatment process for the child, including post-discharge, and how sibling connections are maintained.

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1309	***New***	Qualified Residential Tx Program. 290-2-5-.13(5)	An Institution shall provide discharge planning and family-based aftercare support for at least six months post-discharge.
1310	***New***	Qualified Residential Tx Program. 290-2-5-.13(6)	Application. An application for the issuance of an initial license to operate a qualified residential treatment program shall be made in writing on forms provided by the Department, signed by the person seeking authority to operate the Institution and include at least the following information: (a) Verification of accreditation, in accordance with Rule .13(2)b; (b) Documentation of policies and procedures regarding the approved trauma informed care model; (c) A written statement that the Institution has access to nursing staff and clinical staff, in accordance with Rule.13(2)f; (d) Documentation of policies and procedures regarding family engagement; and (e) Documentation of policies and procedures regarding the discharge plan and family-based aftercare support.
1311	***New***	Qualified Residential Tx Program. 290-2-5-.13(7)	The Department may conduct site visits, a review of records, and interviews with staff and residents as part of a review and assessment of application materials and compliance with applicable licensing rules and regulations.
1312	***New***	Qualified Residential Tx Program. 290-2-5-.13(8)	Upon receipt of all application documents and information, the Department shall review and determine if all requirements are met for designation as a qualified residential treatment program.
1313	***New***	Qualified Residential Tx Program. 290-2-5-.13(9)	The Department may request additional supporting documentation or information to demonstrate compliance with licensing requirements for child-caring institutions along with requirements for designation as a qualified residential treatment program. Authority: O.C.G.A. Sections 49-5-8, 49-5-12, 15-11-2, 15-11-201, 15-11-219, 15-11-220, 15-11-231.

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1400	**1400**	Behavior Management. 290-2-5-.14(1)(a)	Behavior Management. Every Institution shall develop and implement policies and procedures on behavior management. Such policies and procedures shall set forth the anticipated behavioral problems of the children and acceptable methods of managing such problems.
1401	**1401**	Behavior Management. 290-2-5-.14(1)(b)1.	Such behavior management policies and procedures shall incorporate the following minimum requirements: 1. Behavior management principles and techniques shall be used in accordance with the individual service plan and written policies and procedures governing service expectations, service plan goals, safety, security, and these rules and regulations. ...
1402	**1402**	Behavior Management. 290-2-5-.14(1)(b)2.	Behavior management policies and procedures shall incorporate the following minimum requirements: ... 2. Behavior management shall be limited to the least restrictive appropriate method, as described in the child's service plan pursuant to Rule .10(b)6 and in accordance with the prohibitions as specified in these rules and regulations.
1403	**1403**	Behavior Management. 290-2-5-.14(1)(c)1.	The following forms of behavior management shall not be used: 1. Assignment of excessive or unreasonable work tasks; ...
1404	**1404**	Behavior Management. 290-2-5-.14(1)(c)2.	The following forms of behavior management shall not be used: ... 2. Denial of meals and hydration; ...
1405	**1405**	Behavior Management. 290-2-5-.14(1)(c)3.	The following forms of behavior management shall not be used: ... 3. Denial of sleep; ...
1406	**1406**	Behavior Management. 290-2-5-.14(1)(c)4.	The following forms of behavior management shall not be used: ... 4. Denial of shelter, clothing, or essential personal needs; ...
1407	**1407**	Behavior Management. 290-2-5-.14(1)(c)5.	The following forms of behavior management shall not be used: ... 5. Denial of essential program services; ...

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1408	**1408**	Behavior Management. 290-2-5-.14(1)(c)6.	The following forms of behavior management shall not be used: ... 6. Verbal abuse, ridicule, or humiliation; ...
1409	**1409**	Behavior Management. 290-2-5-.14(1)(c)7.	The following forms of behavior management shall not be used: ... 7. Chemical restraint, manual holds, and seclusion used as a means of coercion, discipline, convenience, or retaliation; ...
1410	**1410**	Behavior Management. 290-2-5-.14(1)(c)8.	The following forms of behavior management shall not be used: ... 8. Denial of communication and visits unless restricted in accordance with Rule .10(b)7; ...
1411	**1411**	Behavior Management. 290-2-5-.14(1)(c)9.	The following forms of behavior management shall not be used: ... 9. Corporal punishment; and ...
1412	**1412**	Behavior Management. 290-2-5-.14(1)(c)10.	The following forms of behavior management shall not be used: ... 10. Seclusion not used appropriately as an emergency safety intervention.
1413	**1413**	Behavior Management. 290-2-5-.14(1)(d)	Residents shall not be permitted to participate in the behavior management of other residents or to discipline other residents. A parenting resident may participate in the behavior management of his or her own child under staff supervision and in accordance with the parenting resident's individual service plan.
1414	**1414**	Behavior Management. 290-2-5-.14(1)(e)	Institutions shall submit to the Department electronically a report within 24 hours whenever an unusual incident occurs regarding behavior management, including any injury that is received by a child as a result of any behavior management.
1415	**1415**	Behavior Management. 290-2-5-.14(1)(f)	All forms of behavior management used by an employee or director shall also be documented in case records in order to ensure that such records reflect behavior management problems.

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1416	**1416**	Emergency Safety Interventions. 290-2-5-.14(2)(a)	Emergency Safety Interventions. Emergency safety interventions may be used only by staff trained in the proper use of such interventions when a child exhibits a dangerous behavior reasonably expected to lead to immediate physical harm to the child or others and less restrictive means of dealing with the injurious behavior have not proven successful or may subject the child or others to greater risk of injury.
1417	**1417**	Emergency Safety Interventions. 290-2-5-.14(2)(b)	Emergency safety interventions shall not include the use of any physical or chemical restraint or manual hold that would potentially impair the child's ability to breathe or has been determined to be inappropriate for use on a particular child due to a medical or behavioral condition. Emergency safety interventions shall not be used on residents who are pregnant or who are younger than six (6) years old.
1418	**1418**	Emergency Safety Interventions. 290-2-5-.14(2)(c)	The Institution shall have and comply with written policies and procedures for the use of emergency safety interventions, a copy of which shall be provided to and discussed with each child and the child's parents and/or legal guardians prior to or at the time of admission. Emergency safety interventions policies and procedures shall include: …
1419	**1419**	Emergency Safety Interventions. 290-2-5-.14(2)(c)1.	Emergency safety interventions policies and procedures shall include: … 1. Provisions for the documentation of assessments (which will include social, emotional, behavioral and room, board and watchful oversight needs) at admission and at each annual exam by the child's physician, a physician assistant, a nurse practitioner or a registered nurse with advanced training working under the direction of a physician, or a public health clinic that states there are no medical issues that would be incompatible with the appropriate use of emergency safety interventions on that child. Such assessments and documentation must be re-evaluated following any significant change in the child's medical condition; and …
1420	**1420**	Emergency Safety Interventions. 290-2-5-.14(2)(c)2.	Emergency safety interventions policies and procedures shall include: ... 2. Provisions for the documentation of each use of an emergency safety intervention including: (i) Date and description of the precipitating incident; (ii) Description of the de-escalation techniques used prior to the emergency safety intervention, if applicable; (iii) Environmental considerations; (iv) Names of staff participating in the emergency safety intervention; (v) Any witnesses to the precipitating incident and subsequent intervention; (vi) Exact emergency safety intervention used; (vii) Documentation of the 15 minute interval visual monitoring of a child in seclusion; (viii) Beginning and ending time of the intervention; (ix) Outcome of the intervention; (x) Detailed description of any injury arising from the incident or intervention; and (xi) Summary of any medical care provided. ...

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1429	**1429**	Emergency Safety Interventions. 290-2-5-.14(2)(c)3	Emergency safety interventions policies and procedures shall include: ... 3. Provisions for prohibiting manual hold use by any employee not trained in prevention and use of emergency safety interventions.
1430	**1430**	Emergency Safety Interventions. 290-2-5-.14(2)(d)	Emergency safety interventions or the use of physical or chemical restraints may be used to prevent runaways only when the child presents an imminent threat of physical harm to self or others, or as specified in the individual service and room, board and watchful oversight plan.
1431	**1431**	Emergency Safety Interventions. 290-2-5-.14(2)(e)	Facility staff shall be aware of each child's medical and behavioral conditions, as evidenced by written acknowledgement of such awareness, to ensure that the emergency safety intervention that is utilized does not pose any undue danger to the health and well-being of the child.
1432	**1432**	Emergency Safety Interventions. 290-2-5-.14(2)(f)	Residents shall not be allowed to participate in the emergency safety intervention of another resident.
1433	**1433**	Emergency Safety Interventions. 290-2-5-.14(2)(g)	Immediately following the conclusion of the emergency safety intervention and hourly thereafter for a period of at least four hours where the child is with a staff member, the child's behavior will be assessed, monitored, and documented to ensure that the child does not appear to be exhibiting symptoms that would be associated with an injury.
1434	**1434**	Emergency Safety Interventions. 290-2-5-.14(2)(h)1.	At a minimum, the emergency safety intervention program that is utilized shall include the following: 1. Techniques for de-escalating problem behavior including child and staff debriefings; …
1435	**1435**	Emergency Safety Interventions. 290-2-5-.14(2)(h)2.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 2. Appropriate use of emergency safety interventions; ...

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1436	**1436**	Emergency Safety Interventions. 290-2-5-.14(2)(h)3.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 3. Recognizing aggressive behavior that may be related to a medical condition; ...
1437	**1437**	Emergency Safety Interventions. 290-2-5-.14(2)(h)4.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 4. Awareness of physiological impact of a restraint on the child; ...
1438	**1438**	Emergency Safety Interventions. 290-2-5-.14(2)(h)5.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 5. Recognizing signs and symptoms of positional and compression asphyxia and restraint associated cardiac arrest; ...
1439	**1439**	Emergency Safety Interventions. 290-2-5-.14(2)(h)6.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 6. Instructions as to how to monitor the breathing, verbal responsiveness, and motor control of a child who is the subject of an emergency safety intervention; ...
1440	**1440**	Emergency Safety Interventions. 290-2-5-.14(2)(h)7.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 7. Appropriate self-protection techniques; ...
1441	**1441**	Emergency Safety Interventions. 290-2-5-.14(2)(h)8.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 8. Policies and procedures relating to using manual holds, including the prohibition of any technique that would potentially impair a child's ability to breathe; ...
1442	**1442**	Emergency Safety Interventions. 290-2-5-.14(2)(h)9.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 9. Facility policies and reporting requirements; ...

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1443	**1443**	Emergency Safety Interventions. 290-2-5-.14(2)(h)10.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 10. Alternatives to restraint; ...
1444	**1444**	Emergency Safety Interventions. 290-2-5-.14(2)(h)11.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 11. Avoiding power struggles; ...
1445	**1445**	Emergency Safety Interventions. 290-2-5-.14(2)(h)12.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 12. Escape and evasion techniques; ...
1446	**1446**	Emergency Safety Interventions. 290-2-5-.14(2)(h)13.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 13. Time limits for the use of restraint and seclusion; ...
1447	**1447**	Emergency Safety Interventions. 290-2-5-.14(2)(h)14.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 14. Process for obtaining approval for continual restraints and seclusion; ...
1448	**1448**	Emergency Safety Interventions. 290-2-5-.14(2)(h)15.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 15. Procedures to address problematic restraints; ...
1449	**1449**	Emergency Safety Interventions. 290-2-5-.14(2)(h)16.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 16. Documentation; ...

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1450	**1450**	Emergency Safety Interventions. 290-2-5-.14(2)(h)17.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 17. Investigation of injuries and complaints; ...
1451	**1451**	Emergency Safety Interventions. 290-2-5-.14(2)(h)18.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 18. Monitoring physical signs of distress and obtaining medical assistance; and ...
1452	**1452**	Emergency Safety Interventions. 290-2-5-.14(2)(h)19.	At a minimum, the emergency safety intervention program that is utilized shall include the following: ... 19. Legal issues.
1453	**1453**	Emergency Safety Interventions. 290-2-5-.14(2)(i)	Emergency safety intervention training shall be in addition to the annual training required in Rule .08(6)(d)2 and shall be documented in the staff member's personnel record.
1454	**1454**	Emergency Safety Interventions. 290-2-5-.14(2)(j)	All actions taken that involve utilizing an emergency safety intervention shall be recorded in the child's case record showing the cause for the emergency safety intervention, the emergency safety intervention used, and, if needed, approval by the director, the staff member in charge of casework services, and the external physician and/or MRO provider who has responsibility for the diagnosis and treatment of the child's behavior.
1455	**1455**	Emergency Safety Interventions. 290-2-5-.14(2)(k)	Institutions shall submit to the Department electronically a report, in a format acceptable to the Department, within 24 hours whenever an unusual incident occurs regarding emergency safety interventions, including: 1. Any injury that is received by a child as a result of any emergency safety intervention; 2. Whenever an Institution utilizes emergency safety interventions three or more times in one month with the same child and/or whenever the Institution utilizes more than 10 emergency safety interventions for all children in care within a 30-day period.

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1459	**1459**	Emergency Safety Interventions. 290-2-5-.14(2)(l)	Institutions shall submit a written report to the program's director on the use of any emergency safety intervention immediately after the conclusion of the intervention and shall further notify the child's parents or legal guardians regarding the use of the intervention. A copy of such report shall be maintained in the child's file.
1461	**1461**	Emergency Safety Interventions. 290-2-5-.14(2)(m)	At least once per quarter, the Institution, utilizing a master agency restraint log and the child's case record, shall review the use of all emergency safety interventions for each child and staff member, including the type of intervention used and the length of time of each use, to determine whether there was an appropriate basis for the intervention, whether the use of the emergency safety intervention was warranted, whether any alternatives were considered or employed, the effectiveness of the intervention or alternative, and the need for additional training. Written documentation of all such reviews shall be maintained. Where the Institution identifies opportunities for improvement as a result of such reviews or otherwise, the Institution shall implement these changes through an effective quality improvement plan.
1464	**1464**	Emergency Safety Interventions. 290-2-5-.14(2)(n)	All child care workers who may be involved in the use of emergency safety interventions, shall have evidence of having satisfactorily completed a nationally recognized training program for emergency safety interventions to protect residents and others from injury, which has been approved by the Department and taught by an appropriately certified trainer in such program.
1465	**1465**	Manual Holds. 290-2-5-.14(2)(o)1.	Manual Holds. Emergency safety interventions utilizing manual holds require at least one trained staff member to carry out the hold. Emergency safety interventions utilizing prone restraints require at least two trained staff members to carry out the hold.
1466	**1466**	Manual Holds. 290-2-5-.14(2)(o)2.	Emergency safety interventions shall not include the use of any chemical or physical restraint or manual hold that would potentially impair the child's ability to breathe or has been determined to be inappropriate for use on a particular child due to a documented medical or behavioral condition.
1467	**1467**	Manual Holds. 290-2-5-.14(2)(o)3.	When a manual hold is used upon any child whose primary mode of communication is sign language, the child shall be permitted to have his or her hands free from restraint for brief periods during the intervention, except when such freedom may result in physical harm to the child or others.
1468	**1468**	Manual Holds. 290-2-5-.14(2)(o)4.	If the use of a manual hold exceeds 15 consecutive minutes, the facility director or his or her designee, who possesses at least the qualifications of the director and has been fully trained in the facility's emergency safety intervention plan, shall be contacted by a two-way communications device or in person and determine that the continuation of the manual hold is appropriate under the circumstances. Documentation of any consultations and outcomes shall be maintained for each application of a manual hold that exceeds 15 minutes. Manual holds shall not be permitted to continue if the restraint is determined to pose an undue risk to the child's health given the child's physical or mental condition.

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1471	**1471**	Manual Holds. 290-2-5-.14(2)(o)5.	A manual hold may not continue for more than 30 minutes at any one time without the consultation as specified in subparagraph (4) of this subparagraph, and under no circumstances may a manual hold be used for more than one hour total within a 24-hour period.
1472	**1472**	Manual Holds. 290-2-5-.14(2)(o)6.	If the use of a manual hold on a child reaches a total of one hour within a 24-hour period, the staff shall reconsider alternative strategies, document same, and consider notifying the authorities or transporting the child to a hospital or other appropriate facility for evaluation.
1473	**1473**	Manual Holds. 290-2-5-.14(2)(o)7.	The child's breathing, verbal responsiveness, and motor control shall be continuously monitored during any manual hold. Written summaries of the monitoring by a trained staff member not currently directly involved in the manual hold shall be recorded every 15 minutes during the duration of the restraint. If only one trained staff member is involved in the restraint and no other staff member is available, written summaries of the monitoring of the manual hold shall be recorded as soon as is practicable, but no later than one hour after the conclusion of the restraint.
1476	**1476**	Seclusion. 290-2-5-.14(2)(p)1.	Seclusion. If used, seclusion procedures in excess of thirty (30) minutes must be approved by the director or designee. No child shall be placed in a seclusion room in excess of one (1) hour within any twenty-four (24) hour period without obtaining authorization for continuing such seclusion from the child's external physician and/or MRO provider and documenting such authorization in the child's record.
1478	**1478**	Seclusion. 290-2-5-.14(2)(p)2.	A seclusion room shall only be used if a child is in danger of harming himself or herself or others.
1479	**1479**	Seclusion. 290-2-5-.14(2)(p)3.	A child placed in a seclusion room shall be visually monitored at least every fifteen (15) minutes.
1480	**1480**	Seclusion. 290-2-5-.14(2)(p)4	A room used for the purpose of seclusion must meet the following criteria: (i) The room shall be constructed and used in such ways that the risk of harm to the child is minimized; (ii) The room shall be equipped with a viewing window on the door so that staff can monitor the child; (iii) The room shall be lighted and well-ventilated; (iv) The room shall be a minimum fifty (50) square feet in area; and (v) The room must be free of any item that may be used by the child to cause physical harm to himself/herself or others.

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1485	**1485**	Seclusion. 290-2-5-.14(2)(p)5.	No more than one child shall be placed in the seclusion room at a time.
1486	**1486**	Seclusion. 290-2-5-.14(2)(p)6.	A seclusion room monitoring log shall be maintained and used to record the following information: (i) Name of the secluded child; (ii) Reason for child's seclusion; (iii) Time of child's placement in the seclusion room; (iv) Name and signature of the staff member that conducted visual monitoring; (v) Signed observation notes; and (vi) Time of the child's removal from the seclusion room. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
1501	**1501**	Grievances. 290-2-5-.15(1)	The Institution shall develop and implement policies and procedures for children to voice grievances and to submit written grievances without fear of retaliation.
1502	**1502**	Grievances. 290-2-5-.15(2)	All written grievances submitted by a child shall be recorded in the case record showing the grievance, description or method of explanation or resolution, and involved staff. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
1600	**1600**	Child Abuse and Sexual Exploitation. 290-2-5-.16(1)	The Institution shall develop and implement policies and procedures that prohibit child abuse and sexual exploitation of children in care. Such policies and procedures shall incorporate requirements for the reporting of child abuse and sexual exploitation in accordance with state law.
1602	**1602**	Child Abuse and Sexual Exploitation. 290-2-5-.16(2)	All reports of alleged child abuse and sexual exploitation of children in care shall also be reported immediately to the Department’s Residential Child Care Licensing unit.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1603	**1603**	Child Abuse and Sexual Exploitation. 290-2-5-.16(a)1.	Such [Child abuse and sexual exploitation] policies and procedures shall also include the following: 1. Provisions for the immediate reporting by any staff member of any suspected incident of abuse or sexual exploitation of a child to the director of the Institution; …
1604	**1604**	Child Abuse and Sexual Exploitation. 290-2-5-.16(a)2.	[Child abuse and sexual exploitation] policies and procedures shall also include the following: ... 2. Provisions for conducting internal investigations of such incidents (however, such provisions shall not relieve the Institution of the requirement to submit reports as required by this Rule); ...
1605	**1605**	Child Abuse and Sexual Exploitation. 290-2-5-.16(a)3.	[Child abuse and sexual exploitation] policies and procedures shall also include the following: ... 3. Provisions for preventing the recurrence of an alleged incident pending investigation; ...
1606	**1606**	Child Abuse and Sexual Exploitation. 290-2-5-.16(a)4.	[Child abuse and sexual exploitation] policies and procedures shall also include the following: ... 4. Provisions for evaluating the continued use, pending investigation, of any staff member alleged to be involved in a reported incident of abuse or sexual exploitation; and …
1607	**1607**	Child Abuse and Sexual Exploitation. 290-2-5-.16(b)	As required in Rule .08(6)(d), all employees shall receive orientation and training on the Institution's abuse policies and procedures and reporting requirements. Authority: O.C.G.A. Sections 19-7-5, 49-5-8, 49-5-12.
1700	**1700**	Food Service. 290-2-5-.17(1)	An Institution shall provide each child with meals and snacks of serving sizes dependent upon the age of the child based upon nutrition guidelines as established by the United States Department of Agriculture Child and Adult Care Food Program.
1701	**1701**	Food Service. 290-2-5-.17(1)(a)	Meals and snacks shall be varied daily.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1702	**1702**	Food Service. 290-2-5-.17(1)(b)	Additional servings of food shall be offered to children over and above the required daily minimum if not contraindicated by modified diets.
1703	**1703**	Food Service. 290-2-5-.17(1)(c)	Modified diets based on medical or religious reasons shall be served to children as needed. Modifications due to medical reasons shall be based on the written order of a physician and the order shall be placed in the child's case record.
1704	**1704**	Food Service. 290-2-5-.17(2)	An Institution licensed to care for thirteen or more children must obtain a valid food service permit and remain in compliance with Department of Public Health food service requirements. All Institutions shall meet the following requirements: …
1706	**1704**	Food Service. 290-2-5-.17(2)(a)	Food shall be stored, prepared, and served in a safe and sanitary manner commensurate with generally accepted and recognized food service standards. ...
1707	**1704**	Food Service. 290-2-5-.17(2)(b)	Each Institution shall have designated space for food preparation and storage areas separate from bathrooms, garbage storage areas, utility rooms, and bedrooms used by children. …
1708	**1704**	Food Service. 290-2-5-.17(2)(c)	All perishable and potentially hazardous foods shall be refrigerated at a temperature of forty-five (45) degrees Fahrenheit or below and served promptly after cooking. Freezer temperature shall be maintained at zero (0) degrees Fahrenheit or below. …
1709	**1704**	Food Service. 290-2-5-.17(2)(d)	Food shall be in sound condition, free from spoilage and contamination and shall be safe for human consumption. ...
1710	**1704**	Food Service. 290-2-5-.17(2)(e)	All raw fruits and vegetables shall be washed thoroughly before being cooked or served. Food not subject to further washing or cooking before serving shall be stored in such a manner as to be protected against contamination. ...
1711	**1704**	Food Service. 290-2-5-.17(2)(f)	Containers for food storage other than the original containers or packages in which the food was obtained shall be impervious and nonabsorbent and have tight fitting lids or covers. ...
1712	**1704**	Food Service. 290-2-5-.17(2)(g)	Eggs, pork, pork products, poultry, and fish, shall be thoroughly cooked. ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
1713	**1704**	Food Service. 290-2-5-.17(2)(h)	Meats, poultry, fish, dairy products, bakery products and processed foods shall have been inspected under an official regulatory program. ...
1714	**1704**	Food Service. 290-2-5-.17(2)(i)	Food service equipment and preparation areas shall be kept clean and free of accumulations of dust, dirt, food particles and grease deposits. ...
1715	**1704**	Food Service. 290-2-5-.17(2)(j)	Non-disposable dishes, glasses and silverware shall be properly cleaned by pre-rinsing and scraping, washing, sanitizing and drying. Authority: O.C.G.A. Sections 26-2-370 *et seq.*, 49-5-8, 49-5-12.
1800	***New***	Physical Plant and Safety. 290-2-5-.18	An Institution shall maintain its buildings, grounds, furniture, and equipment in a clean, safe, and sanitary condition and in a good state of repair.
1801	**1800**	Physical Plant and Safety. 290-2-5-.18(a)1.	Required Approvals. An Institution shall be in compliance with all applicable zoning laws, ordinances, or rules and regulations which apply to its operation.
1802	**1801**	Physical Plant and Safety. 290-2-5-.18(a)2.	All water and sewage disposal systems, if other than approved city and county systems, shall be approved by the proper authorities having jurisdiction.
1803	**1802**	Physical Plant and Safety. 290-2-5-.18(a)3.	An Institution shall submit proof of compliance with applicable laws and regulations issued by the State Fire Marshal, the proper local fire marshal, or state inspector, including a certificate of occupancy if required. The premises of the Institution shall have functioning fire extinguishers and smoke detectors.
1804	**1803**	Physical Plant and Safety. 290-2-5-.18(a)4.	All buildings and grounds shall be constructed and maintained in accordance with these rules. Institutions that initially apply for a license or current licensees that plan to renovate buildings for housing residents shall submit building blueprints or similar schematic drawings or diagrams for review and approval by the Department.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1805	**1805**	Physical Plant and Safety. 290-2-5-.18(b)1.	Sleeping Areas. The Institution shall have separate sleeping areas which contain not less than 63 square feet of usable floor space per resident. Single bedrooms shall contain at least 75 square feet of usable floor space. Usable floor space does not include built-in closet space. The preceding requirements on usable floor space shall apply to any Institution that renovates its current sleeping areas or increases its capacity by adding new buildings or areas to the Institution. Beds shall be arranged to provide for at least three feet of space between the heads, foot, and sides of each bed. If bunk bed units are used, they shall be arranged to provide for at least five feet of space between the ends, foot and sides of each bunk bed unit. Except for parenting youth sharing a sleeping area with their child(ren), boys and girls shall sleep in separate sleeping areas.
1807	**1807**	Physical Plant and Safety. 290-2-5-.18(b)2.	Each child shall be provided with his or her own personal space and furnishings for storage of clothes and personal belongings.
1808	**1808**	Physical Plant and Safety. 290-2-5-.18(b)3.	Children shall not co-sleep or bedshare. Each child shall be provided his or her own personal bed and mattress. Children six (6) years of age or older shall sleep on a mattress and bed that is no shorter than the child's height and at least thirty inches wide. Children under the age of six (6) years shall sleep on a mattress and bed that is age, size, and developmentally appropriate. Clean sheets, pillows and pillowcases, blankets or bed covering shall be provided and sheets and pillowcases shall be changed or cleaned at least weekly. Waterproof mattresses shall be provided as needed or as required by the child's assessment and service plan.
1811	**1811**	Physical Plant and Safety. 290-2-5-.18(b)4.	Bedrooms shall be provided with outside ventilation by means of windows, air conditioners, or mechanical ventilation.
1813	**1813**	Physical Plant and Safety. 290-2-5-.18(b)5.	No staff member shall sleep in children's bedrooms. Separate sleeping quarters and lavatory for staff shall be provided in the living units.
1814	**1848**	Physical Plant and Safety. 290-2-5-.18(b)6.	Children shall not be required to sleep in areas of the premises that are not routinely used as or specifically designated as bedrooms, such as doorways, hallways, bathrooms, closets, crawl spaces, fire escapes, kitchens, communal living areas, etc.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1815	**1815**	Physical Plant and Safety. 290-2-5-.18(c)1.	Lavatory and Bathing Facilities. There shall be separate lavatory (water basin and toilet) and bathing facilities for boys and girls that shall be located near the sleeping areas. Such facilities shall not be used routinely by staff.
1817	**1817**	Physical Plant and Safety. 290-2-5-.18(c)2.	There shall be at least one lavatory equipped with hot and cold water and mirror for every eight residents or fraction thereof. Rooms that contain more than one toilet shall contain stalls for individual privacy. Each lavatory shall be supplied with toilet paper and holders, and individual hand towels, or disposable towels, or mechanical hand drying equipment.
1820	**1820**	Physical Plant and Safety. 290-2-5-.18(c)3.	There shall be at least one shower or bathtub with hot and cold water for every ten residents or fraction thereof. Bathtubs and shower stalls shall be equipped with nonslip surfaces.
1822	**1822**	Physical Plant and Safety. 290-2-5-.18(c)4.	Lavatory areas shall be ventilated with either an open screened window or functioning exhaust fan.
1823	**1823**	Physical Plant and Safety. 290-2-5-.18(d)	Living Room. An Institution shall maintain a living room or den for the children residing in a living unit. Such space shall be equipped with comfortable furnishings suitable for relaxation and social interaction.
1825	**1825**	Physical Plant and Safety. 290-2-5-.18(e)	Dining Area. The Institution shall maintain a dining area that is furnished to permit children, staff, and guests to eat together in a small group or groups.
1826	**1826**	Physical Plant and Safety. 290-2-5-.18(f)	Climate Control. The Institution shall be maintained at a temperature range of sixty-five (65) degrees Fahrenheit to eighty-two (82) degrees Fahrenheit, depending upon the season of the year.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1827	**1827**	Physical Plant and Safety. 290-2-5-.18(g)	Ceilings and Walls. All ceilings shall be at least seven (7) feet in height. Ceiling and walls shall be of good repair.
1828	**1828**	Physical Plant and Safety. 290-2-5-.18(h)	Windows. Windows which are accessible from the outside shall be lockable and easily opened from the inside. The manufacturer's designed functions of windows shall not be altered without the approval of the State Fire Marshal.
1829	**1829**	Physical Plant and Safety. 290-2-5-.18(i)	The Institution shall be kept clean and free of hazards to health and safety and of debris and pests. Domestic and farm animals, owned or residing at the Institution, shall be inoculated against rabies as required by law.
1830	**1830**	Physical Plant and Safety. 290-2-5-.18(i)1.	Any firearms or ammunition on the Institution's premises shall not be allowed within any living units and shall be stored in locked cabinets or similar storage containers which are not accessible to children and which are in areas that are not accessible to children.
1831	**1831**	Physical Plant and Safety. 290-2-5-.18(i)2.	An effective pest control system shall be implemented. Pesticides, disinfectants, chemicals, and cleaning supplies, with hazardous labels, shall be stored in designated areas away from children and if used by children, such use shall be supervised by staff.
1833	**1833**	Physical Plant and Safety. 290-2-5-.18(j)	Exterior Grounds. Exterior grounds of the Institution shall be free of hazards to health and safety.
1834	**1834**	Physical Plant and Safety. 290-2-5-.18(j)1.	Garbage which is stored outside shall be stored in covered containers and shall be emptied at least weekly. Garbage storage areas and containers shall be cleaned periodically to eliminate buildup of dirt and grime that attracts pests and rodents.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1836	**1836**	Physical Plant and Safety. 290-2-5-.18(j)2.	Playgrounds and recreation areas used by children shall be kept clean and free from litter and hazards to health and safety.
1837	**1837**	Physical Plant and Safety. 290-2-5-.18(j)3.	Swimming Pools. If an Institution has a swimming pool on its grounds, such pool shall be enclosed with protective fencing and be free of contamination. A certified lifeguard shall be in attendance at all times that a swimming pool is in use by any resident.
1839	**1839**	Physical Plant and Safety. 290-2-5-.18(k)1.	Transportation. Vehicles used by an Institution to transport children shall be insured and have a satisfactory annual safety inspection. The inspection shall be documented on a form provided by the Department and signed by a certified inspector or mechanic.
1841	**1841**	Physical Plant and Safety. 290-2-5-.18(k)2.	When transporting children, an Institution's vehicle shall only be operated by a staff member or an authorized resident who possesses a valid driver's license as required for the class of the vehicle operated. If an Institution authorizes residents to drive, it shall establish and implement policies and procedures relative to the use of Institution vehicles by such residents.
1843	**1843**	Physical Plant and Safety. 290-2-5-.18(k)3.	No vehicle shall be used to transport more children than the manufacturer's rated seating capacity for the vehicle.
1844	**1844**	Physical Plant and Safety. 290-2-5-.18(k)4.	All vehicles used to transport children shall be equipped with safety equipment as required by federal and state laws.
1845	**1845**	Physical Plant and Safety. 290-2-5-.18(l)1.	Accessibility. Where children are dependent upon a wheelchair or other mechanical device for mobility, the child-caring institution shall have: 1. At least two exits from the child-caring institution, remote from each other that are accessible to the child and with easily negotiable ramps; ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
1846	**1846**	Physical Plant and Safety. 290-2-5-.18(l)2.	Where children are dependent upon a wheelchair or other mechanical device for mobility, the child-caring institution shall have: ... 2. All doorways and hallways leading to exits, as well as bathrooms, must be wheelchair accessible; and ...
1847	**1847**	Physical Plant and Safety. 290-2-5-.18(l)3.	Where children are dependent upon a wheelchair or other mechanical device for mobility, the child-caring institution shall have: ... 3. The bathroom shall be sufficient to accommodate a wheelchair and a staff person with appropriate accessibility devices installed.
1848	**1227**	Physical Plant and Safety. 290-2-5-.18(m)	First Aid Supplies. Each living unit shall have a first aid kit and instruction manual; such kit shall contain scissors, tweezers, gauze pads, adhesive tape, thermometer, assorted band-aids, antiseptic cleaning solution, and bandages. Authority: O.C.G.A. Sections 40-8-76, 49-5-8, 49-5-12.
1900	**1900**	Enforcement and Penalties. 290-2-5-.19(1)	Plans of Correction. If the Department determines that either a child-caring institution or a facility applying to become licensed as a child-caring institution is not in compliance with rules and regulations, the Department shall provide written notice specifying the rule(s) violated and setting a time for the Institution, not to exceed ten (10) working days, to file an acceptable written plan of correction where the Department has determined that an opportunity to correct is permissible. If such plan of correction is determined not acceptable to the Department because it does not adequately correct the identified violation, the Department will advise the child-caring institution or facility applying to become licensed that the plan of correction is not acceptable. The Department may permit the Institution to submit a revised plan of correction.
1903	**1903**	Enforcement and Penalties. 290-2-5-.19(1)(a)	The Institution shall comply with an accepted plan of correction.
1904	**1904**	Enforcement and Penalties. 290-2-5-.19(1)(b)	Where the Department determines that either the child-caring institution or the facility applying to become licensed as a child-caring institution has not filed an acceptable plan of correction or has not complied with the accepted plan of correction, the Department may initiate an adverse action to enforce these rules.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1905	**1905**	Enforcement and Penalties. 290-2-5-.19(2)	All adverse actions to enforce the Rules and Regulations for Child-Caring Institutions shall be initiated in accordance with the Rules and Regulations for Enforcement of Licensing Requirements, Chapter 290-1-6; O.C.G.A. §§ 49-5-12, 49-5-12.1, § 49-5-60 *et seq*., and the requirements set forth herein.
1906	**1906**	Enforcement and Penalties. 290-2-5-.19(3)	Required Notifications for Revocations and Suspensions. The Institution shall notify each child's parents and/or legal guardians of the Department's actions to revoke the license or seek an emergency suspension of the Institution's license to operate.
1907	**1907**	Enforcement and Penalties. 290-2-5-.19(3)(a)	The official notice of the revocation or emergency suspension action and any final resolution, together with the Department's complaint intake phone number and website address, shall be provided by the Institution to each current and prospective child's parents and/or legal guardians.
1908	**1908**	Enforcement and Penalties. 290-2-5-.19(3)(b)	The Institution shall ensure the posting of the official notice at the Institution in an area that is visible to each child's parents and/or legal guardians.
1909	**1909**	Enforcement and Penalties. 290-2-5-.19(3)(c)	The Institution shall ensure that the official notice continues to be visible to each child's parents and/or legal guardians throughout the pendency of the revocation and emergency suspension actions, including any appeals.
1910	**1910**	Enforcement and Penalties. 290-2-5-.19(3)(d)	The Institution shall have posted in an area that is readily visible to each child's parents and/or legal guardians any inspection reports that are prepared by the Department during the pendency of any revocation or emergency suspension action.
1911	**1911**	Enforcement and Penalties. 290-2-5-.19(3)(e)	It shall be a violation of these rules for the Institution to permit the removal or obliteration of any posted notices of revocation, emergency suspension action, resolution, or inspection survey during the pendency of any revocation or emergency suspension action.

New Tag	*2021 Tag*	Title/Rule	Tag Text
1912	**1912**	Enforcement and Penalties. 290-2-5-.19(3)(f)	The Department may post an official notice of the revocation or emergency suspension action on its website or share the notice of the revocation or emergency suspension action and any information pertaining thereto with any other agencies that may have an interest in the welfare of the children in care at the Institution.
1913	**1913**	Enforcement and Penalties. 290-2-5-.19(3)(g)	The Department may suspend any requirements of these rules and the enforcement of any rules where the Governor of the State of Georgia has declared a public health emergency. Authority: O.C.G.A. Sections 49-5-8, 49-5-12, 49-5-12.1, 49-5-60 *et seq*.
2000	**2000**	Emergency Orders. 290-2-5-.20(1)	In accordance with O.C.G.A. 49-5-90 *et seq*., notwithstanding other remedies available to the Department which may be pursued at the same time, the commissioner or his/her designee may issue emergency orders. Such orders may include the following: …
2001	**2001**	Emergency Orders. 290-2-5-.20(1)(a)	[Emergency] orders may include the following: … (a) Emergency relocation of residents when it is determined that the residents are subject to an imminent and substantial danger. …
2002	**2002**	Emergency Orders. 290-2-5-.20(1)(b)	[Emergency] orders may include the following: ... (b) Emergency placement of a monitor or monitors in an Institution upon a finding that the Department's rules and regulations are being violated which threaten the health, safety, or welfare of children in care and when one or more of the following conditions are present: 1. The Institution is operating without a license; or 2. The Department has denied the application for the license or has initiated action to revoke the existing license; or 3. Children are suspected of being subjected to injury or life-threatening situations or the health or safety of a child or children is in danger. ...
2005	**2005**	Emergency Orders. 290-2-5-.20(1)(c)	[Emergency] orders may include the following: ... (c) Emergency prohibition of admissions to an Institution when residents are in imminent and substantial danger and the Institution has failed to correct a violation of rules and regulations within a reasonable time, as specified by the Department. Such violation giving rise to the prohibition could jeopardize the health and safety of the residents if allowed to remain uncorrected or is a repeat violation over a twelve month period.

New Tag	*2021 Tag*	Title/Rule	Tag Text
2007	**2007**	Emergency Orders. 290-2-5-.20(2)	An emergency order shall contain the following: (a) The scope of the order; (b) The reasons for the issuance of the order; (c) The effective date of the order if other than the date the order is issued; (d) The person to whom questions regarding the order are to be addressed; and (e) Notice of the right to a preliminary hearing.
2012	**2012**	Emergency Orders. 290-2-5-.20(3)	Unless otherwise provided in the order, an emergency order shall become effective upon its service to the owner, the director, or any other agent, employee, or person in charge of the Institution at the time of the service of the order.
2013	**2013**	Emergency Orders. 290-2-5-.20(4)	Prior to issuing an emergency order, the commissioner or his/her designee may consult with persons knowledgeable in the field of child care and a representative of the Institution to determine if there is a potential for greater adverse effects on children in care as a result of the emergency order. Authority: O.C.G.A. Sections 49-5-8, 49-5-12, 49-5-90 et seq.
2100	**2100**	Disaster Preparedness. 290-2-5-.21	The facility shall prepare for potential emergency situations that may affect the care of children by developing and complying with an effective disaster preparedness plan that identifies emergency situations and outlines an appropriate course of action. The plan must be reviewed annually and revised, as appropriate, including any related written agreements.
2101	**2101**	Disaster Preparedness. 290-2-5-.21(a)1.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: 1. Local and widespread weather emergencies or natural disasters, such as tornadoes, hurricanes, earthquakes, ice or snow storms, or floods; ...
2102	**2102**	Disaster Preparedness. 290-2-5-.21(a)2.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: ... 2. Manmade disasters such as acts of terrorism and hazardous materials spills; ...
2103	**2103**	Disaster Preparedness. 290-2-5-.21(a)3.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: ... 3. Unanticipated interruption of service of utilities, including water, gas, or electricity, either within the facility or within a local or widespread area; ...

New Tag	*2021 Tag*	Title/Rule	Tag Text
2104	**2104**	Disaster Preparedness. 290-2-5-.21(a)4.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: ... 4. Loss of heat or air conditioning; ...
2105	**2105**	Disaster Preparedness. 290-2-5-.21(a)5.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: ... 5. Fire, explosion, or other physical damage to the facility; and ...
2106	**2106**	Disaster Preparedness. 290-2-5-.21(a)6.	The disaster preparedness plan shall include at a minimum plans for the following emergency situations: ... 6. Pandemics, infectious disease outbreaks and illnesses or other situations where the community's need for services may exceed the availability of beds and services regularly offered by the facility.
2107	**2107**	Disaster Preparedness. 290-2-5-.21(b)	There shall be plans to ensure sufficient staffing and supplies to provide room, board and watchful oversight during the emergency situation.
2108	**2108**	Disaster Preparedness. 290-2-5-.21(c)	There shall be plans for the emergency transport or relocation of all the facility children, should it be necessary, in vehicles appropriate to the children's needs. Additionally, there shall be written agreements with any facilities which have agreed to receive the facility's children in these situations.
2109	**2109**	Disaster Preparedness. 290-2-5-.21(d)	The facility shall document participation of all areas of the facility in quarterly fire drills.
2110	**2110**	Disaster Preparedness. 290-2-5-.21(e)	In addition to fire drills, the facility shall have its staff rehearse portions of the disaster preparedness plan, with a minimum of two rehearsals each calendar year either in response to an emergency or through planned drills, with coordination of the drills with the local Emergency Management Agency (EMA) whenever possible.
2111	**2111**	Disaster Preparedness. 290-2-5-.21(f)	The plan shall include the notification to the Department of the emergency situation as required by these rules and notification of the lawful custodians of the children's whereabouts and condition.

New Tag	*2021 Tag*	Title/Rule	Tag Text
2112	**2112**	Disaster Preparedness. 290-2-5-.21(g)	The facility shall provide a copy of the internal disaster preparedness plan to the local Emergency Management Agency (EMA) and shall include the local EMA in development of the facility's plan for the management of external disasters.
2113	**2113**	Disaster Preparedness. 290-2-5-.21(h)	The facility's disaster preparedness plan shall also include the following additional items in efforts to limit and contain health hazards to children, staff, and the general public due to pandemic or infectious disease outbreaks: 1. Contact information for sources of public health information and guidance (e.g. Centers for Disease Control (CDC), state/local public health authorities); 2. Name and contact information of facility staff designated to provide updates to the Department, upon request, regarding the status of the outbreak or illness; 3. Process in place for providing notice of the outbreak or illness and any other necessary updates to parents/guardians; 4. Plan for immediate isolation of affected children and staff from unexposed children and staff; 5. Plan for minimizing the risk of exposure to unexposed children or staff; and 6. Plan for addressing business continuity and programmatic issues relevant to pandemic or infectious disease outbreaks.
2114	**2114**	Disaster Preparedness. 290-2-5-.21(i)	The facility's disaster preparedness plan shall be made available to the Department for inspection upon request.
2115	**2115**	Disaster Preparedness. 290-2-5-.21(j)	The Department may suspend any requirements of these rules and the enforcement of any rules where the Governor of the State of Georgia has declared a public health emergency. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
2200	**2200**	Waivers and Variances. 290-2-5-.22(1)	The Department may, in its discretion, grant waivers and variances of specific rules upon application or petition being filed by an Institution.
2201	**2201**	Waivers and Variances. 290-2-5-.22(2)	The Department may grant a variance or waiver to a rule when an Institution demonstrates that the purpose of the underlying statute upon which the rule is based can be or has been achieved by other specific means and that strict application of the rule would create a substantial hardship. For purposes of this rule, a substantial hardship means a significant, unique, and demonstrable economic, technological, legal, or other type hardship which impairs the ability to continue to function as a child-caring institution.

New Tag	*2021 Tag*	Title/Rule	Tag Text
2202	**2202**	Waivers and Variances. 290-2-5-.22(3)	Variance and waiver applications submitted to the Department shall include, but are not limited to the following: (a) The rule from which a variance or waiver is requested; (b) The type of action requested (i.e. granting of waiver or variance); (c) Specific facts detailing substantial hardship which would justify the variance or waiver; (d) Alternative standards which the requestor agrees to meet with a showing that alternative standards will provide adequate protection for health, safety, and welfare; and (e) The reason why a variance or waiver would serve the purpose of any underlying law.
2203	**2203**	Waivers and Variances. 290-2-5-.22(4)	The Institution must implement and comply with any terms and conditions established by the Department in order to operate under any waiver or variance granted.
2204	**2204**	Waivers and Variances. 290-2-5-.22(5)	Variances or waivers shall not be sought or authorized when the granting of a waiver or variance would be harmful to public health, safety, or welfare or contrary to state law provisions. Authority: O.C.G.A. Sections 50-13-9.1, 49-5-8, 49-5-12.
2300	**2300**	Severability. 290-2-5-.23	In the event that any rule, sentence, clause or phrase of any of these rules and regulations may be construed by any court of competent jurisdiction to be invalid, illegal, unconstitutional, or otherwise unenforceable, such determination or adjudication shall in no manner affect the remaining rules or portions thereof. The remaining rules or portions thereof shall remain in full force and effect, as if such rule or portions thereof so determined, declared or adjudged invalid or unconstitutional were not originally a part of these rules. Authority: O.C.G.A. Sections 49-5-8, 49-5-12.
9999	**9999**	Closing Comments.	

Outlook

HCPC Tentative Agenda 9.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 9/4/2025 10:18 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 6382 Lakeview Drive, Young: Must meet all residential permitting requirements.

Item 2, 3580 Poplar Springs, Clayton Properties: No comment. Public sewer.

Item 3, 3900 Wahoo Falls Trace, Riggins: No comment. Public sewer.

Item 4, 5424 Mulberry Preserve, Woodruffe: No comment.

Item 5A/B, 4404,4372,4398 Tanners Mill Rd, Bassett: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Outlook

Fw: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/11/2025 4:24 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Thursday, September 11, 2025 4:22 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: RE: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

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Good Afternoon Kaitlyn,

Please see the below responses in red.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, August 28, 2025 1:49 PM
Subject: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

Good Afternoon,

Please see the *amended* Tentative Agenda and Maps for the **Monday, October 6, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County

Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, September 5, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 15, 2025

NEW BUSINESS

1. **6382 Lakeview Drive | Variance to section 4.1 |** to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | * Commission District 2 | **Tyler Young, applicant**

   No coordination needed.

2. **3580 Poplar Springs Road | Variance to section 8.6.11** | to allow multiple entrance signs | on a 84.25± acre tract located southwest of Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001 **| Proposed use: Multiple entrance signs |** * Commission District 1 **| Clayton Properties Group Inc., applicant**

   No additional comments, access approved under A-139-011659-1. Additional sign will need to be located outside of R/W.

3. **3900 Wahoo Falls Trace | Variance to Table 6.1.1 | to reduce the minimum yards |** on 17.91± acre tract located east of Wahoo Falls Trace approximately 735 feet from its intersection with Price Road | Zoned PRD; Tax Parcel 10100 000156A **| Proposed use: Amenity building |** * Commission District 2 **| Kristal Riggins-PEC+, applicant**

   No additional comments, access approved under A-139-009460-1.

4. **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home |** ** Commission District 1 **| Karen Woodroffe, applicant**

   No coordination needed.

5. **(A) 4404, 4372 & 4398 Tanners Mill Road | Rezone** | from Agricultural Residential (AR-1) to Residential Mixed (R-X) | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: 117-unit residential development** | ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

(B) 4404, 4372 & 4398 Tanners Mill Road | Variance to section 10.70.010 | to allow on street parking | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: On street parking |** ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

This will require coordination. Full length left turn and right turn lane on SR 211. The intersection of SR 53 and SR 211 will need to be studied for impacts. AASHTO sight distance Case B1 will need to meet at driveway location. Case F for left turns turning into the development.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, November 13, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, November 13, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Planning Commission Clerk

Hall County Planning and Zoning

(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

ASSISTANT DIRECTOR
Jason Skarda, P.L.S.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Jason Skarda, Assistant Director of Public Works and Utilities

Date: September 5, 2025

Subject: October 6, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 6, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **6382 Lakeview Drive | Variance to section 4.1 |** to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | * Commission District 2 | **Tyler Young, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area. No infrastructure in area.

2. **3580 Poplar Springs Road | Variance to section 8.6.11** | to allow multiple entrance signs | on a 84.25± acre tract located southwest of Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001 **| Proposed use: Multiple entrance signs |** * Commission District 1 **| Clayton Properties Group Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. Traffic: Signs shall be located as to not restrict intersection sight distance
c. **Utilities:** Oakwood service area

3. **3900 Wahoo Falls Trace | Variance to Table 6.1.1 | to reduce the minimum yards |** on 17.91± acre tract located east of Wahoo Falls Trace approximately 735 feet from its intersection with Price Road | Zoned PRD; Tax Parcel 10100 000156A **| Proposed use: Amenity building |** * Commission District 2 **| Kristal Riggins-PEC+, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is on Wahoo Falls Trace

4. **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home |** ** Commission District 1 **| Karen Woodroffe, applicant**

    a. **Engineering**: No comment
    b. **Traffic**: No comment
    c. **Utilities:** Hall County sewer area. No infrastructure in vicinity

5. **(A) 4404, 4372 & 4398 Tanners Mill Road | Rezone** | from Agricultural Residential (AR-1) to Residential Mixed (R-X) | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: 117-unit residential development** | ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

(B) 4404, 4372 & 4398 Tanners Mill Road | Variance to section 10.70.010 | to allow on street parking | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: On street parking |** ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** G-DOT access permit required.
    Recommend all roads associated with development be private
    c. **Utilities:** Hall County sewer service area. A Sanitary force main is available for connection on the south side of Winder HWY

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Tue 9/2/2025 10:48 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>

Monday, October 6, 2025 Hall County Planning Commission Meeting

1. **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home |** ** Commission District 1 **|** **Karen Woodroffe, applicant**

   Hall County Fire Marshal's Office Comments:

   The applicant shall provide proof of life safety code compliance issued by the Hall County Fire Marshal's Office, including a certificate of occupancy if required. The premises of the Institution shall have functioning fire extinguishers and smoke detectors. A Life Safety Inspection by the Hall County Fire Marshal's Office will be required prior to the occupant increase.

   Sleeping Areas. The occupancy shall have separate sleeping areas which contain not less than 63 square feet of usable floor space per resident. Single bedrooms shall contain at least 75 square feet of usable floor space. Usable floor space does not include built-in closet space. The applicant will have to provide a floor plan to the Hall County Fire Marshal's Office providing the number of occupants and square footage of each sleeping area.

   Windows. Windows which are accessible from the outside shall be lockable and easily opened from the inside. The window shall provide a clear opening of not less than 5.7 square feet. The manufacturer's designed functions of windows shall not be altered without the approval of the Fire Marshal. The windows will be inspected for code compliance during the life safety inspection. All sleeping areas shall be provided with two means of egress.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

HALL COUNTY
HIGHLANDS
EST. 1970
ISLANDS
FIRE
RESCUE

Outlook

Attention PLANNING DEPT. FRANK SOSEBEE, LYNN TAYLOR, CC: KATHY COOPER REZONING REQUEST 5424 MULBERRY PRESERVE DR. FLOWERY BRANCH GA.**

From Ginny Early <[redacted]
Date Tue 9/23/2025 3:28 PM
To Planning <planning@hallcounty.org>

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Sent from my iPad

On behalf of myself and many, many neighbors in our subdivision at " The Preserve at Mulberry" WE are extremely concerned and frankly, NOT in favor at all of a Group home in our community.

One major reason of concern is because FACT: Within a period of 1 year there were multiple police reports filed of various negative issues reported of activities that occurred at this property. One neighbor in here actually took the time and trouble to do research on these reports and he communicated that this is all public information. WE have read the reports and they are shocking. Lots of neighbors in close proximity to this Rezoning address @5424 Mulberry Preserve Drive are not happy at all and have witnessed first hand details of various issues that have occurred in the past. PLEASE KEEP IN MIND -these issues occurred when there were up to 3 Foster children in this home and now the Foster parents are wanting to ADD 3 more children!?!?!? Bottom line: This is all very negative to us neighbors and at the least very troubling.

In addition, Multiple realtors have confirmed that IF this Rezoning is allowed this will absolutely do NOTHING positive for all of our property values.

Our hearts go out to needy children but we feel that this single family neighborhood is not the place to allow a group home to foster 6 children.

Please, please deny this Rezoning request.

Best regards,

Virginia Early

Outlook

GROUP HOUSING

From Douglas Early <[redacted]>
Date Tue 9/23/2025 4:34 PM
To Planning <planning@hallcounty.org>

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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>
>>
>> Dear Planning Department:
>>
>> Concerning the request for rezoning for a Group home at 5424 Mulberry Preserve Drive Flowery Branch, Ga 30542. Please read the following questions and get back to me at: [redacted] Prior to our October 6, 2025 meeting.
>>>
>>> 1) How many children can a family foster before you all have to rezone for a Group Home?
>>>
>>> 2) How many counselors are provided for 6 children?
>>>
>>> 3) How many times do the police have to respond to a group home before the children are relocated (removed from a home)?
>>>
>>> 4) At what age are fostered children released from a foster home?
>>>
>>> 5) How much are foster parent paid? How much is required to spend per child? Who oversees these accounts?
>>>
>>> 6) Is a Group home considered Multi-family?
>>>
>>> 7) If a neighborhood has covenants -do the bylaws or covenants take precedence in such a case?
>>>
>>> 8) What in your opinion would it take for you to Deny this request?
>>>
>>> 9) Who oversees the management of a Group home?
>>
>> 10) How often is a Group home audited?
>
> Sincerely,
>

> DJ Early

Outlook

HOA Covenants & Bylaws for Zoning Application – 5424 Mulberry Preserve Dr.

From Preserve at Mulberry HOA <Preserveatmulberry@outlook.com>
Date Mon 9/29/2025 11:51 AM
To Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Cc Planning <planning@hallcounty.org>

1 attachment (11 MB)
Covenants & ByLaws (1).pdf;

Some people who received this message don't often get email from preserveatmulberry@outlook.com. Learn why this is important

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

To Whom It May Concern,

I have been asked to provide documents from our HOA covenants and bylaws for your review. As outlined in our governing documents, our community is designated as a single-family neighborhood.

For your reference, I have attached a copy of our covenants and bylaws. Please include this information in the file for the zoning application regarding the property located at 5424 Mulberry Preserve Dr., Flowery Branch, GA.

This material is being submitted ahead of the Planning Commission meeting scheduled for October 6, 2025, and is intended for recordkeeping and consideration before the vote.

Thank you for your attention to this matter. Please let me know if you need any additional information.

Sincerely,

Daniel Todd

040387 000658

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 5499
PAGE (S) 658-666 THIS 8
DAY OF Nov 2005 AT 9:04 Am
DWIGHT S. WOOD, CLERK BY
1302

Gerald Kowalke
Please return to:
P.O. Box 907667
Gainesville, GA 30501

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT MULBERRY PHASE III SUBDIVISION

SATE OF GEORGIA
COUNTY OF HALL

This DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS made and published this 28th day of February, 2005 by LITTLE RIVER HOMES, INC., a Georgia Corporation Company, of Hall County Georgia, hereinafter referred to as "Owner".

WITNESSETH: THAT

WHEREAS, Little River Homes, Inc., the owner and developer of a subdivision (the "Property") in the County of Hall, State of Georgia, known as The Preserve at Mulberry Phase III Subdivision, the same being a subdivision of all those certain lots, tracts or parcels of land, situate, lying and being in Hall County, Geogia,

All that tract or parcel of land lying and being in Flowery Branch GMD 1270, Hall County, Georgia, being Phase III, The Preserve at Mulberry, which plat is recorded in Hall County Plat Records at Plat Book 843, pages 97-101, and is incorporated herein by reference for a more complete description.

WHEREAS, it is in the best interest, benefit and advantage of said Owner as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in said subdivision, that certain easements and protective covenants and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the owner and developer of said subdivision herein named and each and every subsequent

owner of every lot therein, the said Owner, does hereby establish, promulgate and publish the following protective covenants which shall bind hereinafter owning said lots or any of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of Superior Court of Hall County, Georgia and shall run with the land and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this date, at which times said covenants may be extended, amended, or terminated in whole in whole or in part, as hereinafter provided.

1. **General.** This Declaration sets out certain use restrictions which must be complied with by all Homeowners and their tenants and invitees. In addition, the Owner and the Homeowner's Association after the "Transition Date", from time to time, may promulgate rules and regulations applicable to the conduct of Homeowners, their tenants and invitees. This authority shall include, but shall not be limited to the right to limit the type and size of vehicles within the Property and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Property. Such rules and regulations shall be distributed to all Homeowners prior to the date that they are to become effective and shall thereafter be binding upon all Homeowners until and unless canceled or modified by Owner or after the Transition Date by the Homeowner's Association in a regular or special meeting by a majority vote of the total members of the Association.

2. **Land Use and Building Type.** All of the lots in said subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one, detached, single family dwelling. No subdivision lot or part thereof shall be used by any lot owner as a right-of-way for vehicular ingress and egress from any street to any real property not a part of the Property.

   All dwellings or homes located on said lots shall: (a) be constructed by builders approved by Owner or their successors or assigns; (b) be subject to approval of the Architectural Review Committee as provided for hereafter, with exteriors of brick, vinyl, wood stucco or synthetic stucco or other material if approved by the Architectural Review Committee and Hall County.

3. **Resubdivision of Lots.** No residential lots shall be resubdivided into building lots of lessor size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot subject to written approval from the Architectural Control Committee and Hall County.

4. **Land Use.** Neither a temporary nor permanent residence shall be established on any lot with a trailer, motor home, camper, mobile home, basement, tent, shack, garage, barn, or any other out building. No residence of a temporary character shall be permitted in any circumstances.

5. **Architectural Controls.** No building or structure shall be erected, placed or altered on any lot unless the building design is approved in writing by the Architectural Review Committee. Owner

shall be the Architectural Review Committee ("ARC") and is empowered to approve housing plans and specifications as to design, quality of workmanship, materials, and as to the location of any structure with respect to topography and shall first submit plans and specifications thereof to ARC, and obtain written approval from it prior to the placement of any improvement on said lot.

Gates, column, wall and fences are subject to approval of the ARC. Fencing is permitted on the side lines and back property line. No fence may extend beyond the back edge of the house. Exposed fence connecting the edge of the house to the fence on the side line must be constructed of wood. Corner lots may have fences erected on their side lines exposed to the street, but they must be constructed of wood. Any fence erected shall first be approved by the ARC. All playground equipment and T.V. Satellite Earth Stations shall be at the rear of the dwelling and shall not be visible in a location so as to be visible from the street.

No structure with the exception of mailboxes shall be erected between the front lot line and the street. All mail boxes shall be uniform in design and constructed and approved by the ARC.

6. **Landscaping.** Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot which shall include clearing of all building debris. All driveways leading from the street to the dwelling shall be paved. Grass shall be planted on open areas by a lot owner on each lot after construction of any dwelling.

7. **Size of dwelling.**

   A No dwelling shall be erected on any lot with less than 1400 square feet of heated space in the case.

   B The minimum requirements of square foot floor area shall be exclusive of porches, carports, garages, patios, outside storage rooms, basements or any unheated areas.

8. **Building Location.** All dwellings or other buildings shall be erected within the building setback lines as shown on the subdivision plat referred to above.

9. **Offensive Trade.** No noxious or offensive trade shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. **Enforcement.** Violations or attempted violations on the part of any owner, the heirs, administrators, executors or assigns during the term of these restrictions shall afford Owner or any other person or persons owning lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either in restrain violations or to recover damages or both.

11. **Rentals.** There is hereby prohibited erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes, however, it is not intended by the restrictions to prohibit an owner from renting or leasing his entire dwelling to a single family occupant.

12. **Severability.** Invalidation of any one or more of these covenants by a judgement of any court having jurisdiction of the subject matter in no way affects any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force effect.

13. **Term.** These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land is said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, and at the expiration of said period, said covenants shall be automatically extended for successive periods of ten (10) years unless modified by an instrument signed by a majority of the Homeowner's Association agreeing to change such record. During the original term of the twenty (20) years and after the Transition Date, these covenants may be modified by an agreement in writing signed by a majority of the lot owners in said subdivision, but such modification shall be effective only upon recording thereon in the Office of the Clerk of the Superior Court of Hall Country, Georgia.

    These covenants may be amended by the declarant to comply with applicable financing requirements or by the Association by the affirmative vote or written consent, or any combination thereof, of owners holding at least two-thirds of the total lots.

14. **Owner's Association.** The owner of a lot, by virtue of owning property subject to this Declaration, shall be a member of an Owners Association to be known as "Preserve at Mulberry Phase III Hall County HOA ("the association"); provided, however, that any person or entity who holds any such interest merely as security of the performance of any obligation shall not be entitled to membership. All incidents of membership, including specifically voting rights, shall be reserved and retained by Owner until the day (hereinafter referred to as the "Transition Date") Owner sells 75% of the lots in all sections or phases of the Property or within four (4) years from the date of the first sale of a lot in the Property, or that date that the owner elects to; whichever first occurs (hereinafter Class B membership). Upon the Transition Date (if said Owners Association is not sooner created by Owner) the owners of the lots shall enter into an agreement among themselves to formalize as an entity to be governed by such charter and/or by-laws as it shall deem appropriate. The primary purposes of the Association shall be (a) to enforce the provisions of the Declarations: (b) to preserve, as far as applicable, the natural beauty and to insure the best development of the property, and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to , street lights, planter boxes, entrance signs, landscaping, retention ponds and any common areas. The Association shall

assume all functions heretofore performed by the Owner providing for the common property of the Property.

All common property may be conveyed to the Association prior to the Transition Date. On the Transition Date or immediately thereafter, Owner shall convey by Limited Warranty Deed the common area to the Association. The common area shall include but not limited to an easement, license, right and privilege to locate, maintain and change from time to time in accordance with this Declaration, the monument signs located at the entrance of the Property.

From and after the Transition Date, the ARC shall be comprised of the three (3) members of the Board of Directors of the Association or a committee elected by the Board of Directors of the Association.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage lien on said property in the second priority deed to secure debt and security agreement made to Little River Homes, Inc. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclose or any proceedings in lieu thereof shall extinguished the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due or from the lien thereof.

Mortgagees shall not be required to collect assessments.

Annexation of additional properties, dedication of Common Area, and amendments of this Declaration of Covenants, Conditions and Restrictions requires HUD/VA approval as long as there is a Class B membership.

15. **Parking.** Each owner and occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner shall park any automobile on the streets of the subdivision as a matter of course. Any vehicle which is inoperable shall be towed away. All trucks, campers, trailers, boats, motor homes, unlicenced vehicles, and vehicles of a similar nature shall be parked on any lot so as not to be visible from any street. All garages facing a street shall have doors.

16. **Driveways.** At the time of construction of improvements on a lot in said subdivision, said lot owner shall construct a driveway entrance which driveway entrance shall meet Hall County building specifications and specifications of the Architectural Review Committee.

17. **Property Rights.** Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the common area which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following:
(a) the right of the Association to adopt and publish rules and regulations governing the use of

the common area.

(b) the right of the Association to borrow money for the purpose of improving the common area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon majority vote of the members of the Association.

(c) the right of the Association acting by a two-thirds majority vote of its members to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

(d) the easements reserved in this Declaration

Owner may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use of enjoyment of the lot owners. The Association hereby conveys and agrees to accept from the Owner all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as common area together with all rights therein, shall be reserved to Owner until such time as the real and/or personal property is conveyed to the Association by Declarant.

The Common Area cannot be mortgaged or conveyed by the Association without the consent of at least two-thirds of the lot owners, excluding developer.

18. **Maintenance.** Except as otherwise provided herein, the Association shall maintain and keep in good repair all portions of the common area and improvement thereon if any. The Association's responsibility with respect to the common area shall be deemed to include the maintenance, repair and replacement of (i) entrance, entrance signs, roads, driveways, walks, retention ponds, parking areas and buildings, signage, street lights and other improvements, if any, situated within the common area; (ii) such utility lines, pipes, plumbing, wires, conduits, and systems which are a part of the common area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the common area.

Each lot owner, whether vacant or occupied, shall keep and maintain his lot and the exterior of any and all improvements located therein in a neat, attractive and safe condition. Such maintenance shall include, but not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any lot owner fail to maintain his lot or the improvements thereon as set forth herein above, the ARC, its agents and representatives, may, after thirty (30) days written notice to the lot owner, enter upon his lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC, in the exercise of its sole discretion, deems necessary or advisable. Such lot owner shall be personally liable to the ARC for the direct and indirect costs of such maintenance, which costs shall be added to become a part of the assessment to which such lot owner is subject. Although notice given as herein provided shall be sufficient to give the ARC, its agents and representatives, the right to enter upon such lot and perform maintenance, entry for such purpose

shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of ARC to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform such exterior maintenance.

19. **Easements.** There is hereby created in favor of the Association an easement upon, across, over, through and under all of the common area ingress, egress, installation, replacement, repairs and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or cross over the common area and the lots, to inspect and to perform the duties of maintenance and repair of the common area of the lots, as provided for herein. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines or other utilities, may be installed or relocated on the Property except as initially approved by the Owner or after the Transition Date by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Owner of the Association shall have the right to grant such easement on the common area without conflicting with the terms hereof.

Owner hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Owner and the common area for so long as Owner and any lot primarily for the purpose of sale:

(A) For the erection, installation, construction and maintenance of wires, lines and conduits and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
(B) For the construction of improvements on the lots;
(C) For the installation, construction and maintenance of storm-water drains and detention ponds, public and private sewers, and for any other public or quasi-public utility facility;
(D) For the use of common area and any sales offices, model units and parking spaces in connection with its efforts to market lots, and;
(E) For the maintenance of such other facilities and equipment as in the sole discretion of Owner may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

20. **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any lot without the prior written approval of the ARC of plans and specifications of the prevention and control and such erosion or siltation. The ARC may, as a condition of approval of such plans and specification, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by the way of example and not of limitation) physical devised for controlling the run-off drainage of water, special precautions in grading and otherwise

changing the natural landscape. Additionally, individual site plans and hydrology study is required for each lot. No building permits will be issued without approval by the Development and Inspections Department. Individual detention areas will be protected by easement, certified by the design engineer, and maintained by the homeowner. The maintenance responsibility will be borne entirely by the homeowner.

21. **Signs.**

1. No signs whatsoever (including but not limited to commercial and similar signs) shall without the ARC's prior written approval of plans and specifications therefore, be installed, altered or maintained on any lot, or on any potion of a structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;
(ii) a sign indicating the builder of the residence on the lot;
(iii) not more than one "For Sale" or "for Rent" sign, provided, however, that in no event shall any such sign be larger than four square feet in such area; and
(iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC.

(2) Following the consummation of the sale of any lot, the "For Sale" sign and the builder's sign located therein, if any shall be removed immediately.

22. **Roofing Materials.** Roofing materials for home will be limited to asphalt shingles or wood shingles.

23. **Trees and Shrubs.** No tree measuring twelve (12) inches or more in diameter at at point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without the prior approval of the ARC unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way or walkways. Excepted herefrom shall be damaged for dead trees and trees which must be removed due of an emergency.

24. **Common Area Insurance.** Owner or the Association or its duly authorize agent, shall obtain such insurance policies upon the common area as deemed necessary or desirable is the sole discretion of Owner or the Association. The named insurers on all policies of insurance shall be the Owner or the Association, or both.

IN WITNESS WHEREOF, Little River Homes, Inc., as Owners have executed this Declaration the day and year first written above.

Signed sealed and delivered

this 28th day of February 2005,
in the presence of

Witness

Notary Public

DAWN S. KOWALKE
MY COMMISSION EXPIRES
APRIL
16
2007
HALL COUNTY, GEORGIA
NOTARY PUBLIC

Little River Homes, Inc.

Charles R. Crawford
President

BY-LAWS

OF

THE PRESERVE AT MULBERRY PHASE III HALL COUNTY HOA, INC.

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BY-LAWS

OF

THE PRESERVE AT MULBERRY PHASE III HALL COUNTY HOA, INC.

Article I
Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is The Preserve at Mulberry Phase III Hall County HOA, Inc. ("Association").

1.2. Principal Office.

The Association's principal office shall be located in Hall County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Easements and Protective Covenants and Restrictions for the Preserve at Mulberry Phase III Subdivision, recorded in Deed Book 5499, Page 658 of the records of the Hall County Clerk of Superior Court, as it may be amended ("Declaration"), unless the context indicates otherwise.

Article II
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have one class of membership as set forth in the Association's Articles of Incorporation the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

Meetings of the Association shall be held at the Association's principal office or at such other suitable place convenient to the members as may be designated by the Board, either within the property or as convenient as is possible and practical.

2.3. Annual Meetings.

The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of the Association's incorporation. The Board shall set subsequent regular annual meetings so as to occur during the third quarter of the Association's fiscal year on a date and at a time the Board sets.

2.4. Special Meetings.

The President may call special meetings. In addition, it shall be the President's duty to call a special meeting if so directed by resolution of the Board or upon a petition signed by members representing at least 25% of the total votes in the Association.

2.5. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the Association's records, with postage prepaid.

2.6. Waiver of Notice.

Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member or the member's proxy shall be deemed a waiver by such member of notice of the time, date, and place thereof, unless such member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, members or their proxies holding a majority of the votes represented at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and

place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members represented at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8. Voting.

Members' voting rights shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies.

At all meetings of members, each member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee duly authorized to act on behalf of the member) or by proxy, subject to the limitations of Georgia law. All proxies shall be in writing specifying the lot(s) for which it is given, signed by the member or its duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any lot for which it was given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, owners, members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as otherwise provided in these By-Laws or in the Declaration, the presence, in person or by proxy, of Members representing 25% of the total votes in the Association shall constitute a quorum at all Association meetings.

2.12. Conduct of Meetings.

The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by all members entitled to vote thereon. Such consent shall be filed with the Association's minutes, and shall have the same force and effect as a vote of the members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Composition.

The Association's affairs shall be governed by a Board of Directors. Each director shall have one equal vote. The directors shall be members or Residents; provided, no owner and Resident representing the same lot may serve on the Board at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a lot within the Property. In the case of a member which is not a natural person, any officer, director, partner, employee, or trust officer of such member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such member.

3.2. Number of Directors.

The Board shall consist of five directors, as provided in Sections 3.3 and 3.4 below. The initial Board shall consist of five directors as identified in the Articles of Incorporation.

3.3. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors by the members, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of the members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more members or representatives of members. The Board shall appoint the members of the Nominating Committee, if any, prior to the election and their appointments shall be made known to the membership in the notice of the election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the members and to solicit votes.

(b) Election Procedures. Each owner may cast the entire vote assigned to his or her lot for each position to be filled on the Board. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Term of Office.

The President shall call for an election by which the members shall be entitled to elect all of the directors to the Board. The three of the five directors receiving the largest number of votes being elected for a term of two years, and the remaining two directors being elected for a term of one year. All subsequent elections shall elect directors for a term of two years. The directors elected by the members shall hold office until their respective successors have been elected.

3.5. Removal of Directors and Vacancies.

Any director elected by the members may be removed, with or without cause, by members holding a majority of the votes entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director.

Any director elected by the members who has three or more consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the members shall elect a successor for the remainder of the term.

B. Meetings.

3.6. Organizational Meetings.

The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as the Board shall fix.

3.7. Regular Meetings.

Regular Board meetings may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

3.8. Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

3.9. Notice; Waiver of Notice.

(a) Notice of the time and place of a regular meeting shall be communicated to directors not less than four calendar days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than 72 hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, fiberoptics or such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices of special Board meetings shall be posted in a prominent place within the Property. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.11. Quorum of Board of Directors.

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation.

Directors shall not receive any compensation from the Association for acting as such unless approved by members representing a majority of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.13. Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings.

Subject to the provisions of Section 3.15, all Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude members, to discuss matters of a sensitive nature, such as pending or threatened litigation or personnel matters.

3.15. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers.

The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration; the Association's Articles of Incorporation, and these By-Laws (collectively, the "Governing Documents") and as provided by law. The Board may do or cause to be done all acts and things as are not directed by the Governing Documents or Georgia law to be done and exercised exclusively by the membership generally.

3.17. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each owner's share of the Association's expenses;

(b) levying and collecting such assessments from the owners;

(c) providing for the operation, care, upkeep, and maintenance of Association's property and common areas, if any;

(d) designating, hiring, and dismissing the personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending use restrictions and rules in accordance with the Declaration;

(g) opening bank accounts on the Association's behalf and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Association's property in accordance with the Declaration and these By-Laws;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably

determines that the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a lot, any owner, and the holders, insurers, and guarantors of any mortgage on any lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association, as provided in Section 6.4;

(n) permitting utility suppliers to use portions of the common area reasonably necessary to the ongoing development or operation of the Property; and

(o) indemnifying a director, officer, or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required under Georgia law, the Articles of Incorporation, or the Declaration.

3.18. Management.

The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.17(a), 3.17(b), 3.17(f), 3.17(g) and 3.17(i). Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.19 Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed, or compiled basis, as the Board determines by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first mortgage on a lot, the Association shall provide an audited financial statement.

3.20. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain two-thirds (2/3) of the total member approval if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the budgeted gross expenses of the Association for that fiscal year.

3.21. Right to Contract.

The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the property; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.22. Enforcement.

In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the lot of the violator, and to suspend an owner's right to vote for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend any services provided by the Association to an owner or the owner's lot if the owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest, or invitee of a lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the fine shall be assessed against

the lot and the owner thereof upon notice from the Association. The Board's failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Board's to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Covenants Committee, if one, or if none, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the Association's manager, President, or Secretary within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a lot for purposes of exercising this power of self-help shall not be deemed as trespass.

Article IV
Officers

4.1. Officers.

The Association's officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be Board members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the officers of the Association at the first Board meeting following each annual meeting of the members, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

Article V
Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees which the Board may establish pursuant to the Declaration and these By-Laws, specifically, Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to Section 3.24.

Article VI
Miscellaneous

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.

6.3. Conflicts.

If there are conflicts among the provisions of Georgia law, the Association's Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Association's Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first mortgage on a lot, any

member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a lot: the Declaration, By-Laws, and Association's Articles of Incorporation, any amendments to the foregoing, the use restrictions and rules, the membership register, books of account, and the minutes of meetings of the members, the Board, and committees. The Board shall provide for such inspection to take place at the Association office or at such other place within the Property as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or when sent by United States mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the lot of such member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Meeting notices and other general correspondence shall be considered delivered when sent electronically to the email address provided by the member and confirmed by electronic return receipt.

6.6. Amendment.

(a) By Members. These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing at least 51% of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) By the Board. The Board may also amend these By-Laws by unanimous vote or written consent of the directors to submit the Association to the Georgia Property Owners' Association Act and to conform these By-Laws to any mandatory provisions thereof.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon adoption, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its adoption or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If a member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such member has the authority so to consent and no contrary provision in any mortgage or contract between the member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Preserve at Mulberry Phase III Hall County HOA, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of ____, 2010

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2010.

_____[SEAL]
Secretary

Outlook

Rezoning for a GROUP HOME @Subdivision -5424 MPD @The Preserve AT Mulberry meeting on 10-6-25 ATTACHED ARE OUR HOA BY-LAWS

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/2/2025 12:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Ginny Early [redacted]
Sent: Thursday, October 2, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Planning <planning@hallcounty.org>
Cc: Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Subject: Rezoning for a GROUP HOME @Subdivision -5424 MPD @The Preserve AT Mulberry meeting on 10-6-25 ATTACHED ARE OUR HOA BY-LAWS

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello Beth & all in the Planning department in charge of the Rezoning of the home @ 5424 Mulberry Preserve Drive in Flowery Branch GA. 30542 to A GROUP HOME.

On behalf of myself and my family as well as many concerned neighbors in Our HOA “Single -Family” dwelling homes
Please add the following attached HOA By-laws to our file and Please, please Deny the request to Rezone this home to a Group home.

Sincerely,
Virginia Early -One of many homeowners NOT in favor of this Group home @ 5424 MULBERRY PRESERVE DRIVE
Subdivision: The Preserve At Mulberry Flowery Branch, Ga. 30542

Sent from my iPad

Outlook

Rezoning of 5424 Mulberry Preserve Dr

From [redacted]
Date Fri 10/3/2025 8:36 AM
To Frank Sosebee (Planning) <frsosebee@hallcounty.org>; ltaylor@hallco.org <ltaylor@hallco.org>; kcooper@hallco.org <kcooper@hallco.org>; Planning <planning@hallcounty.org>

Some people who received this message don't often get email from [redacted] Learn why this is important

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Good morning!

We love our neighbors, the Woodroofe's, but we cannot support the rezoning of 5424 Mulberry Preserve Drive to become a group home. We appreciate what they are doing to provide care for foster children, but do not feel like our neighborhood is the place for a group home. It does not fit in with the character of our community. We are concerned about the potential impact on property values with perceived safety issues or changes in local dynamics. Our real estate agent advised that it would negatively affect our property value. Also, our attorney advised that it would be difficult for us to sell our home in the future if this rezoning takes place.

While we don't mind the interactions we've had with the children, it does cause concern when we have seen kids holding up signs in their bedroom windows that read, call 911. When we saw these signs, we contacted Mr. Woodroffe by phone to let him know what was happening. We've also had another foster child come to our house several times because she was having issues with the other children in the home. She came to our door crying and upset and saying that one of the children told her that they were glad that her mother had died. On another occasion they locked her out of the home and she spent half the day with us while we were working in the yard. Most recently we were walking at Cherokee Bluff High School and a young girl approached us and asked us to call the police. Of course we did, but after talking with her and the police, we discovered that she had run away from the Woodroofe's home. The police officer and the EMT told us they had been to the home before. Another neighbor informed us that the police have been called to the home 11 times, not including this incident. We understand that fostering children is hard and messy, but we don't see how adding more children to an already difficult environment would be in the best interest of the children or our neighborhood.

Please do not approve this zoning request.

Thank you,
David & Brandi Selman
5425 Mulberry Preserve Drive

Katie L. Greenway (Planning)

From: Faye Massey <[redacted]
Sent: Friday, October 3, 2025 12:10 PM
To: Frank Sosebee (Planning); Lynn Taylor (Planning); Kathy Cooper (County Commissioner); Planning
Subject: 5424 Preserve Drive Rezoning Notice

Some people who received this message don't often get email from [redacted] Learn why this is important

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Good afternoon all,

We just wanted to send a quick note to express our concern about the proposed rezoning for 5424 Mulberry Preserve Drive. We respect the fact that the Woodroffe's wish to help children by fostering, but we do not believe that a subdivision is the place for a group home. We do not wish for our investment in our home to be affected by the rezoning. The police have frequently been called to the residence and we do not believe adding more children, especially teenagers will improve the situation for the fosters or the neighborhood.

Thank you for your time,
Faye & David Massey
5417 Mulberry Preserve Drive

Outlook

Finished Letter

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 8:58 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: [redacted]
Sent: Tuesday, October 7, 2025 3:47 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Fwd: Finished Letter

You don't often get email from [redacted] Learn why this is important

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Dear Ms Taylors,

Several neighbors have expressed concern about the rezoning being proposed in our neighborhood from a single occupancy household to a group home. There are several points of unease regarding the children currently housed there and the potential impact on our home values. There is a reliability concern regarding the real estate agent that was retained by their family attorney, who expressed noticeable bias in favor of the family. If further consideration is taken, it will be vital that a real estate agent that is not personally affiliated to the family assess the home's future effects instead. There are also concerns for the possibility of increased crime and some have also expressed apprehension regarding the overall safety of our neighborhood.

The concerns are primarily about safety and quality of care for these girls.These children have likely been in situations where they are responsible for their own safety. Without professional training to appropriately nurture these children in a safe environment, the responsibility of being self-reliant will be the only "tool" these children have learned. Hence, these children will only know how to survive by their own means. According to the Association of Juvenile Justice, after

these children age out of the system, up to ½ of the children wind up in the criminal system committing crimes within the first two years.

In order for these girls to escape becoming a statistic, they need to learn to trust and have consistent therapy from a licensed professional experienced in dealing with foster children. It is paramount that where they are living cultivates a sense of purpose and to be nurtured in a positive environment. Based on police reports, the home is currently struggling to care for the 3 residents. Doubling the number of residents would likely hinder their ability to provide the necessary support and nurturing environment. This personal concern, besides the reports, are not simply conceptual. Our household did experience an encounter with a child who expressed discomfort and did not feel secure in the care of these foster parents.

Another important consideration to account from the Association of Juvenile Justice article, all youth in the foster care system are more likely to commit crimes than their peers outside of the system. Foster children are more likely to be arrested and detained along with committing repeat offenses. These girls are vulnerable and it is important to provide them with a stable and supportive environment as a prevention of entering the criminal justice system.

Opening one's home to help these girls is a noble endeavor; however, it is necessary to require additional training and education before broaching the subject of additional children added into the home.This training will help with the hopes of avoiding recurrent runaways and mental health admissions to the hospital. The police reports, along with their attorney's own admission during a home owners meeting suggested that the family requires more training to address how to appropriately handle behavior and mental problems and provide the household with the necessary tools to set everyone up for success.

Myself, along with other neighbors who wish to remain anonymous, feel that rezoning to the proposed group home is not beneficial to the children already placed. There is plenty of evidence suggesting that they are already unequipped to provide the minimum care that these children deserve in order to feel secure now, or set the children up to be successful. We all commend anybody who feels it is their call in life to help children, but that is not the reality in this case. Many believe this would be more harmful than beneficial for the children.

Thank you for your attention in this matter,
Resident Preserve at Mulberry

Outlook

Rezoning of 5424 Mulberry Preserve Drive

From Robbins, Connie <connie.robbins@hallco.org>
Date Tue 10/14/2025 9:35 AM
To Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Cc Planning <planning@hallcounty.org>

1 attachment (16 KB)
Rezoning Letter for Group Home.docx;

Some people who received this message don't often get email from connie.robbins@hallco.org. Learn why this is important

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

Good morning,
I am submitting a letter from my husband and I about the rezoning of a residential home for it to become a group home for troubled girls at 5424 Mulberry Preserve Dr. in Flowery Branch. Thank you for reading and considering our request.

Connie Robbins
Resident in The Preserve at Mulberry

October 13, 2025

Dear Planning Department and Commissioners:

This email letter is regarding the rezoning notice at 5424 Mulberry Preserve Drive Flowery Branch, GA. The residents are wanting to establish a group home for troubled girls ages 13 – 18.

First, I do want to say that being a foster parent is a very admirable role to take on, especially fostering troubled teens. We are not against that at all and feel that anyone who feels called should children succeed and feel loved and safe. Our concerns are that the family is adding three more girls to have six girls in a residential home. My husband and I are concerned for several reasons.

Our first concern is that we have already seen girls wandering the streets unsupervised. One of the girls went down to my sister's home quite far down the street, knocked on the door and asked to use the phone claiming they were being abused in their home. I am not in any way saying that this was happening because troubled teens may have difficulty being truthful. However, the fact is that the girl was knocking on someone's door, and no one from the home was aware of this. I am aware that police have been called to that house several times. One of the concerns people in a neighborhood like this will have is the impact this has on property values. Police being called to a neighborhood is a matter of public record and frequent calls will discourage potential buyers, thereby impacting property values. Secondly, is this couple qualified to take on more children that are troubled? At the HOA meeting the couple's attorney said they were planning on taking classes. Will taking these classes adequately prepare them for taking on this task? Thirdly, we are all too aware of the evil in this world and what kids are exposed to. Having six girls who are almost grown physically and not knowing what types of problems or backgrounds they come from is a little scary in a neighborhood setting.

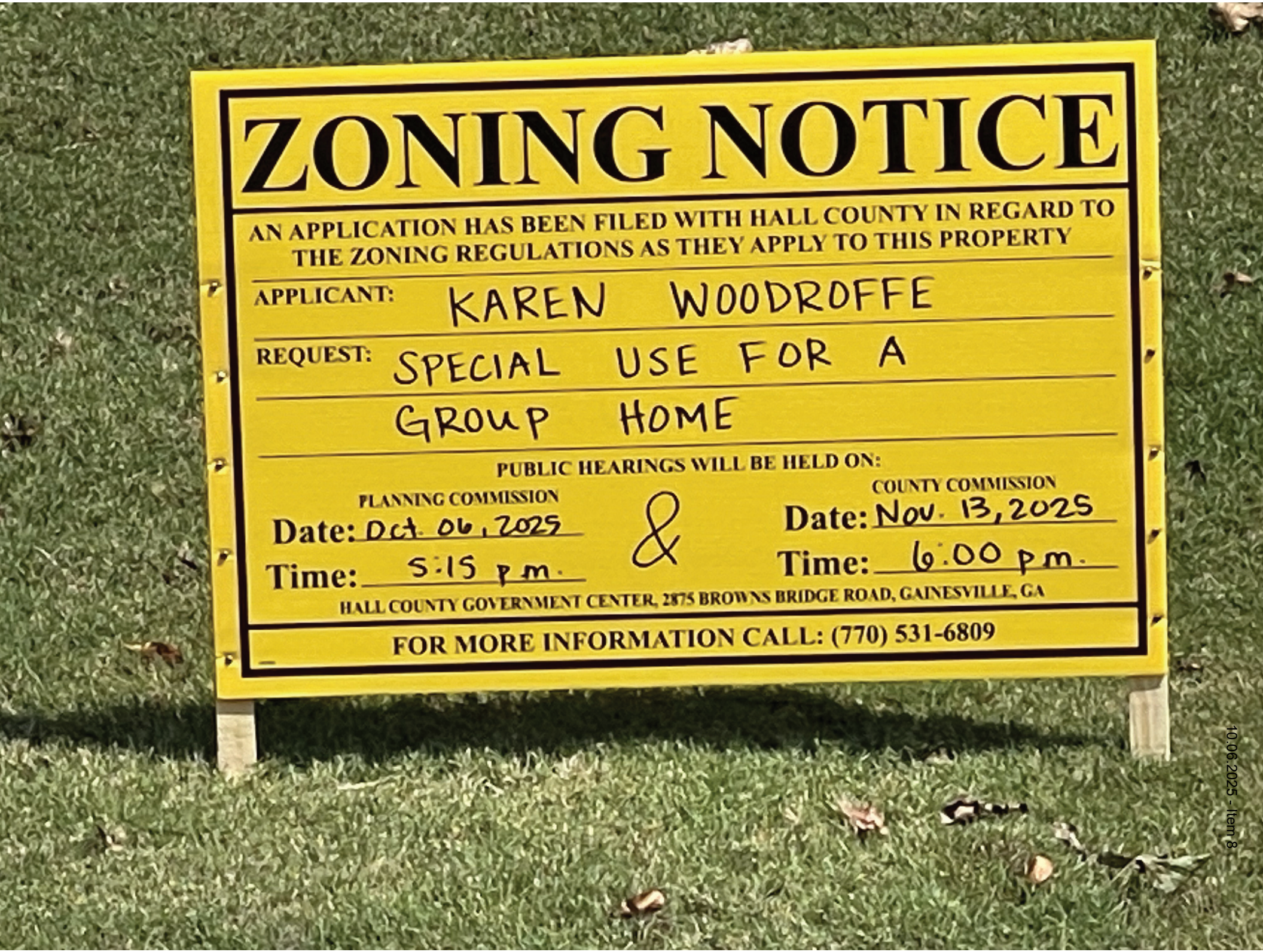
We do not know this family, and we are not making any kind of judgement about them or their motives, however, we do know that some people get as many children in their homes as a source of income. We truly hope that this is not the case as it would be a disastrous result for everyone involved, especially the girls.

So, to sum it all up, we just do not think that having a group home in a subdivision is a good idea. Again, we are not against fostering, but we are opposed to the rezoning of this home to become a group home as we feel it is too many girls to truly be a safe situation for everyone involved.

Thank you for taking this into consideration,

Mr. and Mrs. Timothy Robbins

Residents of the Preserve at Mulberry



10.06.2025 - Item 8

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN SEPTEMBER 2, 2025 AND NO LATER THAN SEPTEMBER 7, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN SEPTEMBER 7, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Karen Woodroffe (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9.6.2025 (Date) **for** Karen Woodroffe Global I am Kidz (Name application filed as)

Signature _____ (The original document is required)

Revised September 2021

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 665/2025

SUBJECT: **6382 Lakeview Drive | Appeal a Planning Commission Decision |** for a Variance to section 4.1 to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnett County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | Commission District 2 | **Tyler Young, applicant**

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: BG

Recommendation:

Purpose of Request:

6382 Lakeview Drive | Appeal a Planning Commission Decision | for a Variance to section 4.1 to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnett County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | Commission District 2 | **Tyler Young, applicant**

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Appeal Application
Appeal Supporting Documents
Planning Commission Action Letter
Application
Statement of Hardship
Updated Site Plan
Site Plan
Plat
Maps
Site Photos
Deed
Environmental Health Comments
GDOT Comments
Public Works Comment
Fire Comments
Notice Sign
Public Comments

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: November 3, 2025

Subject: **6382 Lakeview Drive |Appeal a Planning Commission approval for a Variance to section 4.1** | to reduce the minimum yards | on a 0.23± acre tract | Zoned V-C; Tax Parcel 07360A000014 **| Proposed use: Single-family residence | Tyler Young, applicant**

The request before you is the appeal of Lakeview Drive Property, LLC, West and Helen Hamryka, c/o Richard A. Wingate. On October 6, 2025 the Hall County Planning Commission approved a request by Tyler Young to reduce the right and left yard setbacks for a single-family residence from 10 feet to 4 feet (right) and 6 feet (left). This item is located within Commission District 2.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with three (3) conditions (4-0, Davidson absent).**

Staff recommendation: **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11.

There were **ten (10) comments submitted** in advance of the Planning Commission meeting; **nine in favor and one in opposition. Four (4) people spoke during the public hearing; three (3) in favor and one (1) opposed.**

Had the Planning Commission's decision **not been appealed**, their decision would have been the **final action**.

Planning Commission Conditions:

1. A variance is granted from 10 feet to 4 feet from the right side yard property line and from 10 feet to 6 feet from the left side yard property line.

2. The four corners of the proposed home shall be staked by a license surveyor or engineer prior to the commencement of construction.

3. The proposed home is prohibited from being a short-term rental.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Tyler Young

Request ..... **Variance to section 4.1** | to reduce the minimum yards

Proposed Use ..... Single-family residence

Size ..... 0.23± acres

Zoning ..... Vacation Cottage (V-C)

Location ..... **6382 Lakeview Drive** | Tax Parcel 07360A000014

Commission District ..... Two

Planning Commission Date ..... October 6, 2025

Staff Recommendation ..... **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number HVAR25-0041

Planning Commission Recommendation…….Approval, with conditions

Vote: 4-0 (Davidson absent)

Planning Commission Conditions:

1. A variance is granted from 10 feet to 4 feet from the right side yard property line and from 10 feet to 6 feet from the left side yard property line.

2. The four corners of the proposed home shall be staked by a license surveyor or engineer prior to the commencement of construction.

3. The proposed home is prohibited from being a short-term rental.

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

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

Tyler Young, 6297 Lakeview Drive, Buford, presented the request with photos. The applicant is requesting to reduce the minimum right side yard setback from 10 feet to 2 feet, and the left side yard setback from 10 feet to 8 feet for the construction of a single-family residence on a tract measuring 0.23± acres which is zoned Vacation Cottage (V-C). Surrounding properties are zoned Vacation Cottage (V-C) and are developed with single-family residences. In 2009, a variance was approved for the subject property to reduce the right-side yard setback from 10 feet to 5 feet, and a left side yard setback from 10 feet to 8 feet; however, the property remains undeveloped, and the variance approval expired.

Public Forum:

Harold Trip, 6404 Lakeview Drive, Buford, spoke in favor. Mr. Trip does not believe this variance would lead to a decrease in surrounding property values and wanted to note that houses are close to each other all along their street. He highlighted the applicant assured him he does not intend to let this home become a short-term rental.

Ed Coglianese, 6408 Lakeview Drive, Buford, spoke in favor. Mr. Coglianese stated the home next to the subject properties' is further back in their property and would not be affected by the variance nor impact the property value.

Mr. Braswell stated several comments were receive electronically in favor of the application.

Richard Wingate, 6384 Lakeview Drive, Buford, spoke in opposition. Concerns raised were that the applicant is not the current homeowner, surrounding properties will have a decrease in value and there is no property hardship but only an economic hardship. Mr. Sosbee asked Mr. Wingate to clarify if the applied for variance would be 2 feet from the adjacent home or to the property line. Mr. Wingate stated from the property line but that the distinction was not relevant to the concern.

Suzanne Wallace, 6378 Lakeview Drive, Buford, spoke in opposition. The concerns raised were that the properties would be too close to each other and does not want the property to become a short term rental.

Planning Commission Comments:

Mr. Hunt asked the applicant who the home would be for and who would hold the deed to the house. The applicant stated he would hold the deed and the home is for their 3 children and they would inherit the deed when he passes as he does not intend to sell it. Mr. Hunt asked if the applicant was opposed to a condition prohibiting a short term rental and the applicant stated they would be fine with that condition. Mr. Hunt stated that having a home 2 feet from a property line was too close and discussed with the applicant if four feet on one side of the property and 6 feet on the other would be acceptable. The applicant confirmed they would be okay with this. Mr. Braswell asked the applicant to confirm they have built several homes on the street, and they also live on the street. The applicant stated this was the case.

***Motion:* A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Davidson absent)**

Conditions:

1. A variance is granted from 10 feet to 4 feet from the right side yard property line and from 10 feet to 6 feet from the left side yard property line.

2. The four corners of the proposed home shall be staked by a license surveyor or engineer prior to the commencement of construction.

3. The proposed home is prohibited from being a short-term rental.

Summary Analysis

The applicant is requesting to reduce the minimum right side yard setback from 10 feet to 2 feet, and the left side yard setback from 10 feet to 8 feet for the construction of a single-family residence on a tract measuring 0.23± acres which is zoned Vacation Cottage (V-C).

Surrounding properties are zoned Vacation Cottage (V-C) and are developed with single-family residences. In 2009, a variance was approved for the subject property to reduce the right side yard setback from 10 feet to 5 feet, and a left side yard setback from 10 feet to 8 feet; however, the property remains undeveloped, and the variance approval expired.

Per the Statement of Hardship, the applicant states that due to the shape and size of the lot, the buildable area is limited.

Two (2) **variances,** one related to the right side yard setback and one related to the left side yard setback requirements will be required if the site plan, as presented, is approved.

- Right side yard setback requirement of 10 feet from the property line as found in Table 4.1.1 for the Vacation Cottage (V-C) zoning district.
    - A right side yard setback from 10 feet to 2 feet from the property line is proposed for the single-family residence.

- Left side yard setback requirement of 10 feet from the property line as found in Table 4.1.1 for the Vacation Cottage (V-C) zoning district.
    - A left side yard setback from 10 feet to 8 feet from the property line is proposed for the single-family residence.

Zoning Analysis

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **The subject property was established in 1956 as part of a 52-lot residential subdivision. The subject parcel size, shape and topography are similar to other properties in the area.**

2. The application of the requirements of Article 11 to this particular piece of property would create an unusual hardship; **No unusual hardship would be created if the requirements of Article 11 are applied to this particular piece of property. The subject lot is currently undeveloped.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The subject property was established in 1956 as part of a 52-lot residential subdivision. Other lots within the development are similar in size and shape to the subject parcel.**

4. Such conditions are not the result of any actions of the property owner**; The size, shape, and topography of the lot are not the result of any actions of the property owner; however, the layout of the proposed residence is the direct action of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Article 11; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited or for a conditional use which has been denied by the county Planning Commission; **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Article 11.**

Development Support and Constraints

Hall County Environmental Health
In an email dated September 4, 2025, Emily McGahee stated "Must meet all residential permitting requirements."

Georgia Department of Transportation
In an email dated September 11, 2025, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memorandum from Public Works and Utilities dated September 5, 2025, Assistant Director Jason Skarda stated the following:

Engineering:
No comment

Traffic:

No comment

Utilities:

Hall County sewer area. No infrastructure in area.

Hall County Fire Marshal

In an email dated September 2, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s Office has no comments as proposed.”

Application for Appeal

Per § 11.2.7 the public shall have the right to appeal a decision made by the Director of Planning and Zoning or the Planning Commission before the Board of Commissioners.

In order to file an appeal, the applicant must submit a written notice of appeal within thirty working days of written decision to the Planning & Zoning Department. The appellant must submit justification and reasons for the appeal along with ah $200 appeal fee (cash or check).

Please fill out the following information:

Name	Lakeview Drive Property LLC West and Helen Hamryka c/o Richard A. Wingate, Esq.
Address	6834 Lakeview Drive
Mailing Address	683 Duck Thurmon Road Dawsonville, GA 30534
Phone Number	[redacted]
Email	[redacted]

Name of original application, case number, and date of meeting for which appeal is requested.
Tyler Young, Record Number HVAR25-0041 Date October 6, 2025

Type of application for which appeal is requested:

X Variance __ Sign Variance __ Conditional Use

__ Special Use __ Rezoning __ Decision of an administrative official

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

See attached correspondence.

Signature: _____ Date: November 3, 2025

HALLMAN & WINGATE
LLC
ATTORNEYS AT LAW

RICHARD A. WINGATE

(404) 588-2526 DIRECT
(404) 588-2530 MAIN
(404) 588-2535 FACSIMILE
rwingate@hallmanwingate.com

166 ANDERSON STREET, S.E.
SUITE 210
MARIETTA, GEORGIA 30060
www.hallmanwingate.com

November 3, 2025

BY ELECTRONIC MAIL
ORIGINAL TO FOLLOW
BY FEDERAL EXPRESS

Mr. David Gibbs, Commission Chairman
Ms. Kathy Cooper, District 1
Mr. Billy Powell, District 2
Mr. Gregg Poole, District 3
Mr. Jeff Stowe, District 4
Ms. Jennifer Rivera, Commission Clerk
Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, GA 30504

Re: Lakeview Drive Property LLC
West and Helen Hamryka
6384 Lakeview Drive, Buford
HW File No. 3312-003

Ladies and Gentlemen:

We have the pleasure of representing Lakeview Drive Property LLC and Dr. and Mrs. Donald West Hamryka, the owners of property located at 6384 Lakeview Drive. Our clients' property is located adjacent to the property that is the subject of the variance application filed by Mr. Tyler Young, 6382 Lakeview Drive, Tax Parcel ID 07360A000014.

The variance application was filed to reduce the setbacks required by Section 4.1 of the Unified Development Code of Hall County. In this case, the variance, as filed, *inter alia*, is to reduce the setbacks on one side of the Property to two (2) feet from the property line.

On October 6, 2015, the variance application was presented to the Hall County Planning Commission. The Planning Commission modified the variance application to allow construction of a residence four (4) feet from our clients' property line. If allowed to stand, the setback regulation will essentially be null and void and will set a dangerous precedent.

The Uniform Development Code of Hall County mandates that to grant a variance request, the applicant must clearly establish that a hardship exists to justify ignoring the established regulations.

1. The Staff Report prepared and presented to the Planning Commission states: *"Staff Recommendation – Denial, as no hardship exists pursuant to the criteria of 11.1.1.D.11."* A copy of the Staff Report is enclosed herewith.

2. The are no extraordinary and/or exceptional conditions pertaining to the Property. As can be seen from the figure that was attached to the application, the Property is substantially similar to numerous other lots located on Lakeview Drive. The only justification given by the applicant for the variance is:

   "This lot is a very skinny narrow lot that was originally surveyed and the plat was recorded in March of 1956, decades before the new requirements/restrictions came into effect. This lot presents building challenges due to its small size and narrow shape."

3. The current zoning setback requirements do not create an unusual hardship for the Property. The application states:

   "Without the requested side variances we will not be able to build a reasonably-sized house. Lake lots are extremely expensive and we need the requested variance to build a house that makes sense on that expensive of a piece of property."

   The claimed hardship is purely an economic interest.

4. There are no conditions that are peculiar to the Property to justify the variance. As you can see from the figure, nearly all the lots on Lakeview Drive are similarly sized and shaped. Furthermore, the application clearly states:

   "No, such conditions are not peculiar to this piece of property. This lot is like so many small lake lots where variances are required in order to build home on them."

   By the Applicant's own admission, the Property is not unique and many of the lots on Lakeview Drive have similar or smaller dimensions.

5. The conditions are not the result of any actions of the property owner. As stated in the Staff Report: *"The size, shape, and topography of the lot are not the result of any actions of the property owner; however, the layout of the proposed residence is the direct action of the property owner."*

6. Relief, if granted, would cause substantial detriment to the public good and would impair the purposes and intent of the zoning setback regulations. Setback

regulations were established to ensure safety, privacy, and aesthetic harmony within communities. If this variance is granted, the owners of adjacent parcels will essentially have another house in their yard. The Staff Report states: *"... no variance may be granted for a use of land or building or structure that is prohibited or for a conditional use which has been denied by the county Planning Commission."*

If allowed to stand, this variance will result in a massive diminution of value for all of the adjacent properties, particularly our clients'. For these reasons, we respectfully request that this variance application be DENIED.

Sincerely,

Richard A. Wingate

For HALLMAN & WINGATE, LLC

RAW:kps
Enclosure
Staff Report

c: Clients

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

October 10, 2025

Tyler Young
6297 Lakeview Drive
Buford, GA 30518

Dear Applicant:

On October 6, 2025 the Hall County Planning Commission voted to approve with conditions the application of:

6382 Lakeview Drive | Variance to section 4.1 | to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | Commission District 2 | **Tyler Young, applicant**

Conditions:

1. A variance is granted from 10 feet to 4 feet from the right side yard property line and from 10 feet to 6 feet from the left side yard property line.

2. The four corners of the proposed home shall be staked by a license surveyor or engineer prior to the commencement of construction.

3. The proposed home is prohibited from being a short-term rental

The Planning Commission's decision on this item will be the final action taken **unless appealed.** The Planning Commission's decision regarding the above request **may be appealed** to the Hall County Board of Commissioners by filing an application and **appropriate appeal fee** with the Hall County Planning Department within thirty (30) days of the date of the Planning Commission's decision notification.

***If appealed*,** the above-referenced request will be heard by the Hall County Board of Commissioners at a public hearing on **Thursday, November 13, 2025 at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Please remember that removal of all Public Notice signs posted on the property is your responsibility and should be removed within five (5) working days following the Planning Commission's decision.

If you have any questions, please call this office.

Sincerely,

Beth Garmon
Director of Planning and Zoning

/ke

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

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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

TYLER YOUNG
6297 LAKEVIEW DR.
BUFORD, GA 30518
Phone [redacted]
Email Address [redacted]

Property Owner (Name and Mailing Address)

BAISHAN MOREL
6418 LANIER HARBOR LANDING
BUFORD, GA 30518
Phone [redacted]
Email Address [redacted]

Location of Property 6382 LAKEVIEW DR. BUFORD, GA 30518 - PARCEL: 07360A000014

Present Zoning V-C Existing Structures NONE - VACANT LOT

Type of Appeal:

X	Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
		X Right Side Yard	From 10 ft. to 2 ft.
		X Left Side Yard	From 10 ft. to 8 ft.
_____	Road Frontage Variance	___ Rear Yard	From ___ ft. to ___ ft.
		___ Road Frontage	From ___ ft. to ___ ft.
_____	Sign Variance	___ Sign Area	From ___ ft. to ___ ft.
		___ Sign Height	From ___ ft. to ___ ft.
_____	Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement

---

Supporting Documents: X Plat of Property; X Site Plan; X Deed of Property; ___ Floor Plans; X Hardship Statement; ___ Other

Fee (Must be paid for application to be complete): $ 350.00

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign Tyler Young Date 7/23/25

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) BAISHAN MOREL

Address 6418 LANIER HARBOR LANDING
BUFORD, GA 30518

Phone Number [redacted]

Name of applicant(s) TYLER YOUNG

Address 6297 LAKEVIEW DR.
BUFORD, GA 30518

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me
Baishan Morel

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

7-15-25
Date

MELANIE STONE
Notary Public, Georgia
Gwinnett County
My Commission Expires
August 27, 2027

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature: Tyler Young **Date:** 7-15-25

Applicant's/Owner's Name (Printed): TYLER YOUNG

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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I hereby certify that I have read the above and that:

I have**____ I have not X

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

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

Name of Official(s): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature: [signature] **Date:** 07-15-2025

Applicant's/Owner's Name (Printed): BAISHAN MOREL

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

Describe how each situation listed below relates to your application:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

THIS LOT IS A VERY SKINNY, NARROW LOT THAT WAS ORIGINALLY SURVEYED & THE PLAT WAS RECORDED IN MARCH OF 1956, DECADES BEFORE THE NEW REQUIREMENTS/RESTRICTIONS CAME IN TO EFFECT. THIS LOT PRESENTS BUILDING CHALLENGES DUE TO ITS SMALL SIZE & NARROW SHAPE.

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

WITHOUT THE REQUESTED SIDE VARIANCES, WE WILL NOT BE ABLE TO BUILD A REASONABLY-SIZED HOUSE. LAKE LOTS ARE EXTREMELY EXPENSIVE, AND WE NEED THE REQUESTED VARIANCES TO BUILD A HOUSE THAT MAKES SENSE ON THAT EXPENSIVE OF A PIECE OF PROPERTY.

3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood.

NO, SUCH CONDITIONS ARE NOT PECULIAR TO THIS PIECE OF PROPERTY. THIS LOT IS LIKE SO MANY SMALL LAKE LOTS WHERE VARIANCES ARE REQUIRED IN ORDER TO BUILD HOMES ON THEM.

4. Such conditions are not the result of any actions of the property owner.

CORRECT. THERE ARE NO CONDITIONS THAT ARE THE RESULT OF ANY ACTIONS OF THE PROPERTY OWNER.

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

THE REQUESTED VARIANCES WILL NOT CAUSE ANY DETRIMENT TO THE PUBLIC GOOD OR SURROUNDING PROPERTY OWNERS. WE ARE REQUESTING ONLY AN EXTRA 2' (10' TO 8') ON THE LEFT SIDE WHERE THERE IS AN EXISTING HOUSE, & ON THE RIGHT SIDE WE ARE REQUESTING AN EXTRA 8' (10' TO 2') WHERE THERE IS ONLY WOODS ON THAT SIDE. THIS NEW HOUSE WILL BE FAR AWAY FROM THE EXISTING HOUSE ON THE RIGHT SIDE.

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

Applicant Tyler Young Date 7/23/25

GEORGIA PREMIER LAND SERVICES, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

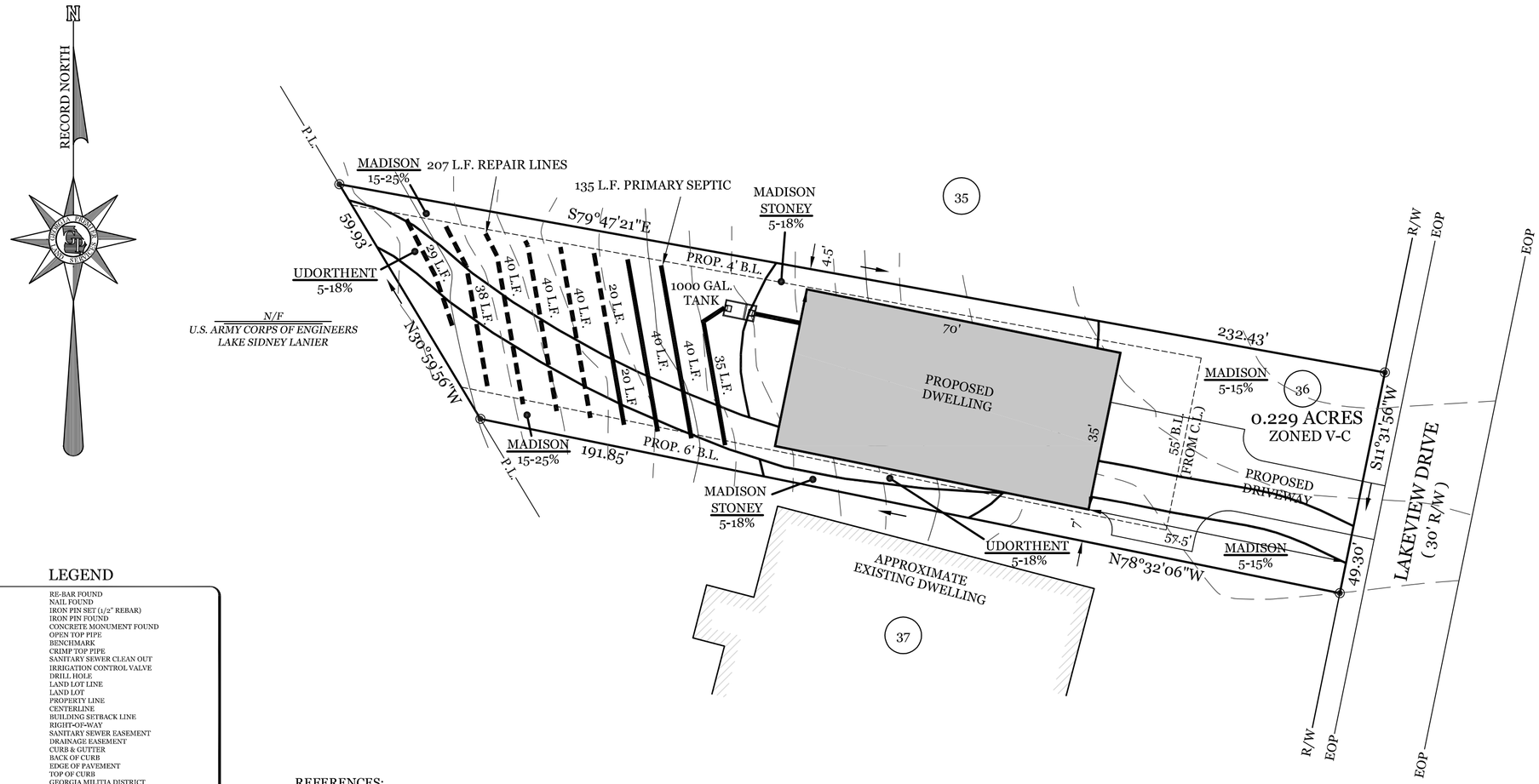
THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

SEPTIC LINES SHOWN ON SITE PLAN ARE PROPOSED AND ARE FOR LINEAR FOOTAGE QUANITY ONLY. GEORGIA PREMIER LAND SURVEYING DOES NOT FIELD VERIFY THAT SEPTIC LINES ARE BUILT AS PER COUNTY SPECIFICATIONS AND THEREFORE CAN NOT ASSUME RESPONSIBILITY FOR INSTALLATION, MAINTENANCE, OR FAILURE OF SEPTIC SYSTEM.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 152,961 FEET AND CONTAINS 0.229 ACRES.

NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY PER F.I.R.M. PANEL NO. 13139C0275G, DATED APRIL 04, 2018.

PROPERTY ZONED V-C
MINIMUM LOT SIZE TO BE 35,000 SQ.FT.
MINIMUM LOT WIDTH TO BE 50 FEET
SETBACKS: FRONT 30 FEET FROM R/W, OR 55 FEET FROM C.L. WHICHEVER IS GREATER
SIDE 10 FEET
REAR 20 FEET



LEGEND

RBF	RE-BAR FOUND
NL	NAIL FOUND
IPS	IRON PIN SET (1/2" REBAR)
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
OTP	OPEN TOP PIPE
TBM	BENCHMARK
CTP	CRIMP TOP PIPE
C/O	SANITARY SEWER CLEAN OUT
ICV	IRRIGATION CONTROL VALVE
DH	DRILL HOLE
LLL	LAND LOT LINE
LL	LAND LOT
P.L.	PROPERTY LINE
C.L.	CENTERLINE
BSL	BUILDING SETBACK LINE
R/W	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
C&G	CURB & GUTTER
BOC	BACK OF CURB
EOP	EDGE OF PAVEMENT
TC	TOP OF CURB
GMD	GEORGIA MILITIA DISTRICT
PB/PG	PLAT BOOK / PAGE
DB/PG	DEED BOOK / PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ELEV	ELEVATION
IE	INVERT ELEVATION
FFE	FINISHED FLOOR ELEVATION
BFE	BASEMENT FLOOR ELEVATION
GFE	GARAGE FLOOR ELEVATION
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYLCHLORIDE PIPE
VCP	VITRIFIED CLAY PIPE
LP	LIGHT POLE
PP	POWER POLE OR UTILITY POLE
MH	MANHOLE
CB	CATCH BASIN
JB	JUNCTION BOX
HW	HEADWALL
DI	DROP INLET
GI	GRATE INLET
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
GV	GAS VALVE
+910.2	EXISTING GROUND ELEVATION
	PIN FOUND OR SET
--910--	EXISTING CONTOUR ELEVATION
FO	UNDERGROUND FIBER OPTIC
P	POWERLINE
UP	UNDERGROUND POWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE LINE
UG	UNDERGROUND GAS LINE
	CONCRETE RIGHT-OF-WAY MARKER
CATV	UNDERGROUND CABLE T.V. LINE
S	SANITARY SEWER LINE
	STORM SEWER PIPE
W	WATER LINE / PIPE
X	FENCE LINE
	BRANCH / CREEK / STREAM CENTERLINE
	FLOOD HAZARD ZONE LIMITS
	PINE TREE
	HARDWOOD TREE
	LIMITED ACCESS
STA	STATION
N/F	NOW OR FORMERLY
	BENCH MARK
	CONTROL POINT

REFERENCES:
1. QUIT CLAIM DEED FOR BAISHAN MOREL RECORDED IN DEED BOOK 7121, PAGE 292 HALL COUNTY RECORDS.

NOTES:
1. ELEVATION DATUM ASSUMED BASED ON HALL COUNTY GIS.
2. TWO (2) FOOT CONTOUR INTERVALS SHOWN.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Know what's below. Call before you dig.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

GEORGIA REGISTERED NO. 2900 LAND SURVEYOR BRIAN R. SUTHERLAND

SEPTIC SITE PLAN FOR:

TYLER YOUNG

6382 LAKEVIEW DRIVE

GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEY FIRM COA #1177

No.	By	Date	Revision

Date: 11.05.2025 Land Lot: 360 District: 7th
County: HALL, GEORGIA Scale: 1" = 20'
ACAD FILE: 25/25140/6382LkaeviewDrive/140Septic.DWG Project: 25140 Drawn By: AS

Sheet No. 1 of 1

GEORGIA PREMIER LAND SERVICES, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

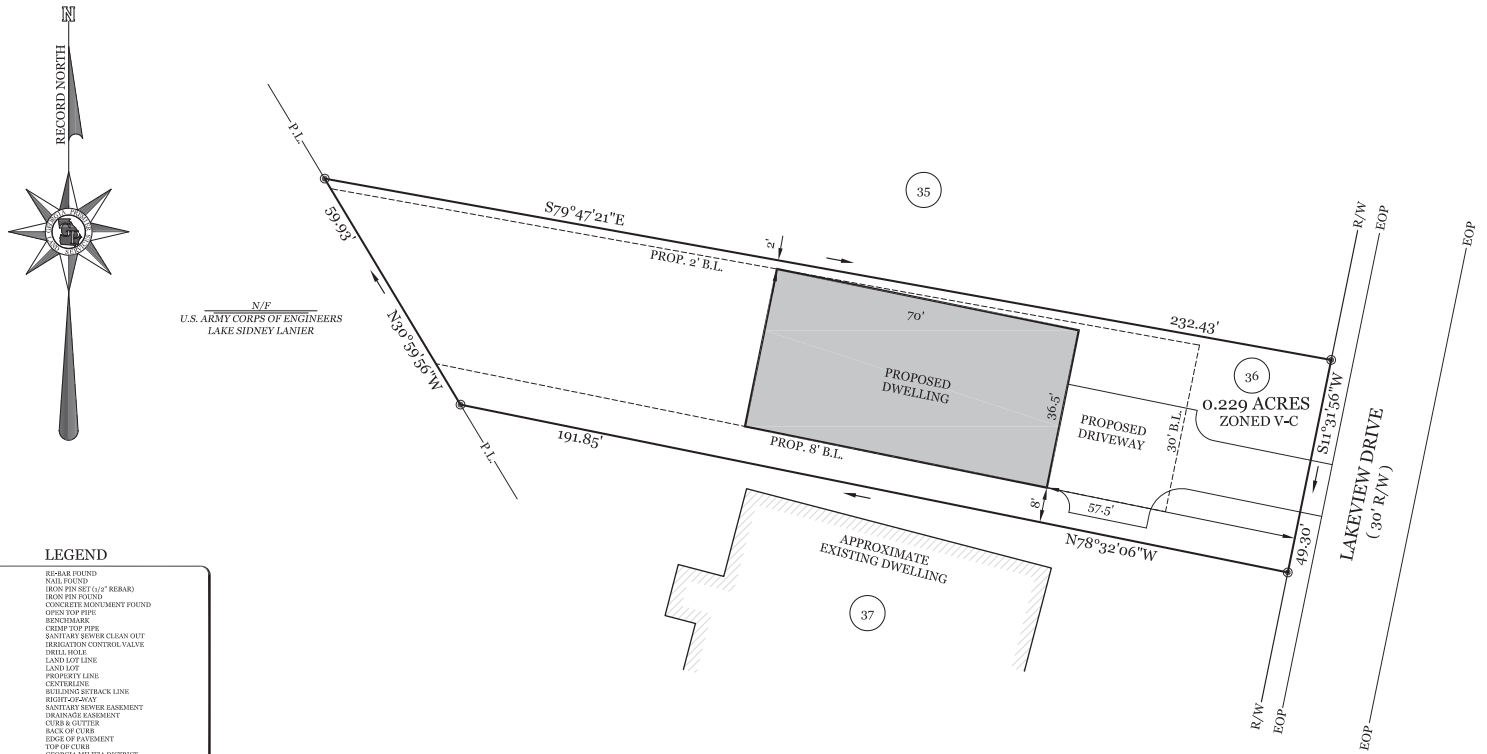
THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

SEPTIC LINES SHOWN ON SITE PLAN ARE PROPOSED AND ARE FOR LINEAR FOOTAGE QUANITY ONLY. GEORGIA PREMIER LAND SURVEYING DOES NOT FIELD VERIFY THAT SEPTIC LINES ARE BUILT AS PER COUNTY SPECIFICATIONS AND THEREFORE CAN NOT ASSUME RESPONSIBILITY FOR INSTALLATION, MAINTENANCE, OR FAILURE OF SEPTIC SYSTEM.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 152,961 FEET AND CONTAINS 0.229 ACRES.

NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY PER F.I.R.M. PANEL NO. 13139C0275G, DATED APRIL 04, 2018.

PROPERTY ZONED V-C
MINIMUM LOT SIZE 21,780 SQ.FT.
MINIMUM LOT WIDTH 50 FEET
SETBACKS:FRONT 30 FEET
SIDE 10 FEET
REAR 20 FEET



LEGEND

RBF	RE-BAR FOUND
NL	NAIL FOUND
IPS	IRON PIN SET (1/2" REBAR)
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
OTP	OPEN TOP PIPE
TBM	BENCHMARK
CTP	CRIMP TOP PIPE
C/O	SANITARY SEWER CLEAN OUT
ICV	IRRIGATION CONTROL VALVE
DH	DRILL HOLE
LLL	LAND LOT LINE
LL	LAND LOT
P_	PROPERTY LINE
C.L.	CENTERLINE
BSL	BUILDING SETBACK LINE
R/W	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
C&G	CURB & GUTTER
BOC	BACK OF CURB
EOP	EDGE OF PAVEMENT
TC	TOP OF CURB
GMD	GEORGIA MILITIA DISTRICT
PB/PG	PLAT BOOK / PAGE
DB/PG	DEED BOOK / PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ELEV	ELEVATION
IE	INVERT ELEVATION
FFE	FINISHED FLOOR ELEVATION
BFE	BASEMENT FLOOR ELEVATION
GFE	GARAGE FLOOR ELEVATION
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYLCHLORIDE PIPE
VCP	VITRIFIED CLAY PIPE
LP	LIGHT POLE
PP	POWER POLE OR UTILITY POLE
MH	MANHOLE
CB	CATCH BASIN
JB	JUNCTION BOX
HW	HEADWALL
DI	DROP INLET
GI	GRATE INLET
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
GV	GAS VALVE
986.2	EXISTING GROUND ELEVATION
	PIN FOUND OR SET
910	EXISTING CONTOUR ELEVATION
FO	UNDERGROUND FIBER OPTIC
P	POWERLINE
UP	UNDERGROUND POWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE LINE
UG	UNDERGROUND GAS LINE
	CONCRETE RIGHT-OF-WAY MARKER
CATV	UNDERGROUND CABLE T.V. LINE
S	SANITARY SEWER LINE
	STORM SEWER PIPE
W	WATER LINE / PIPE
X	FENCE LINE
	BRANCH / CREEK / STREAM CENTERLINE
	FLOOD HAZARD ZONE LIMITS
	PINE TREE
	HARDWOOD TREE
	LIMITED ACCESS
STA	STATION
N/F	NOW OR FORMERLY
	BENCH MARK
	CONTROL POINT

REFERENCES:
1. QUIT CLAIM DEED FOR BAISHAN MOREL RECORDED IN DEED BOOK 7121, PAGE 292 HALL COUNTY RECORDS.

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GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

GEORGIA REGISTERED NO. 2900 LAND SURVEYOR BRIAN R. SUTHERLAND

Know what's below. Call before you dig.

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VARIANCE PLAN FOR:

TYLER YOUNG

6382 LAKEVIEW DRIVE

GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEY FIRM COA #1177

No.	By	Date	Revision

ACAD FILE: 25/25140/6382LkaeviewDrive/140Variance.DWG

Date: 07.22.2025 Land Lot: 360 District: 7th

County: HALL, GEORGIA Scale: 1" = 20'

Project: 25140 Drawn By: AS

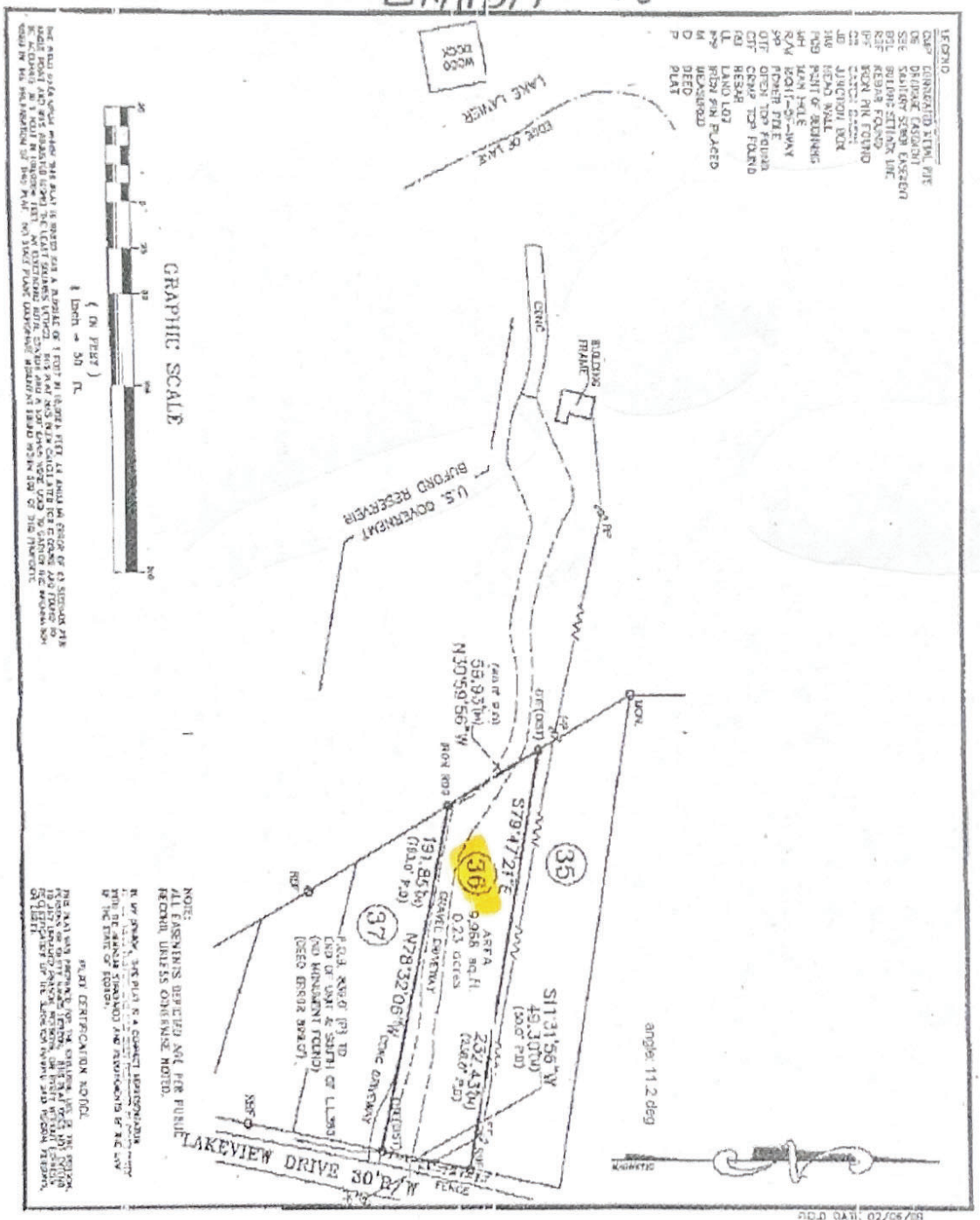
Sheet No. 1 of 1

10.06.2025 - Item 5

Jul 27 09 09:42p Dave & Deirdre Hoysler 678-455-0274 p.1

FEB/19/2009/THU 03:02 PM Remax Greater Atl FAX No. 770-551-9451 P.001/001

Exhibit "A"



FIELD DATE: 02/06/09

ABOVE THE GROUND AS BUILT SURVEY PREPARED FOR: DEBORAH WILLIAMS — DATE: 02/09/09

OWNER / PURCHASER: THE LIVELY FAMILY LIVING TRUST — SCALE: 1" = 50'

LAND LOT 360 — 7th DISTRICT — SECTION — HALL COUNTY, GEORGIA

LOT 36 — BLOCK — UNIT — AREA OF LOT: 9,968 S.F.

SUBDIVISION: FRANK BROGDON & GROVER GARRETT

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

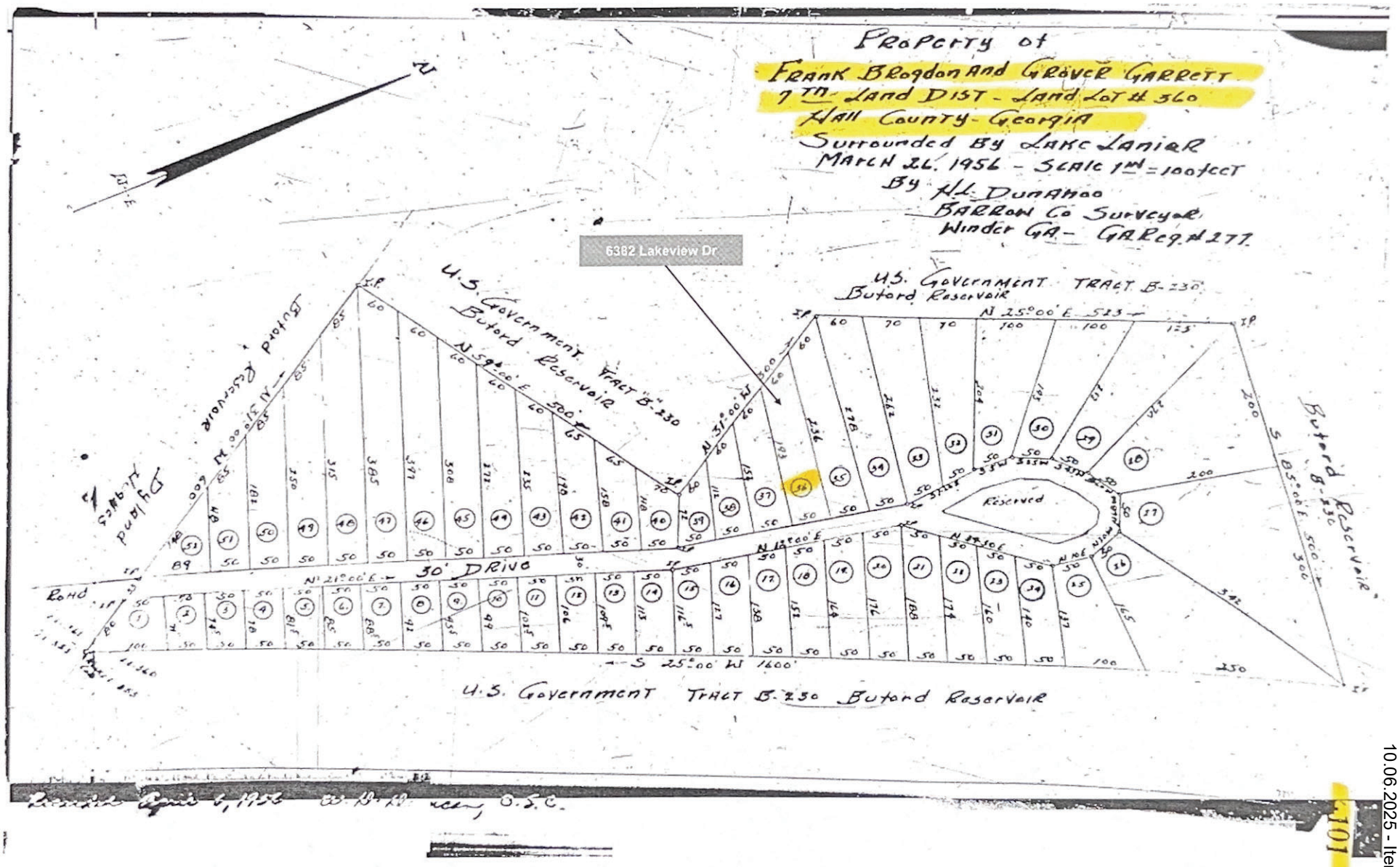
SOLAR LAND SURVEYING COMPANY
P.O. BOX 723003 ATLANTA, GEORGIA 31139-0003
TELEPHONE (770) 794-9655 FAX (770)794-9052

JOB NUMBER 09-00319

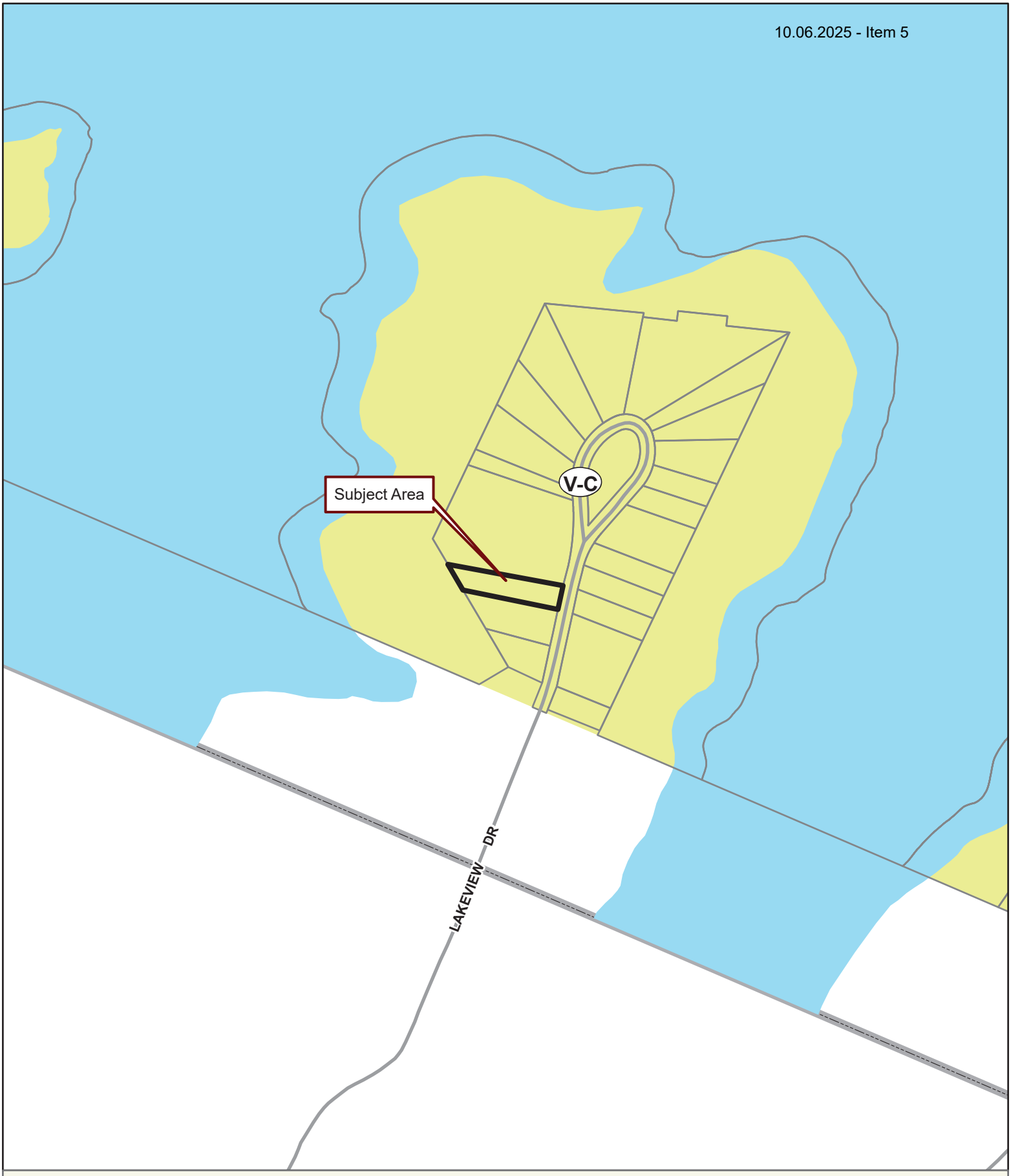
PLOTTED BY:

PLAT BOOK 15 PAGE 101

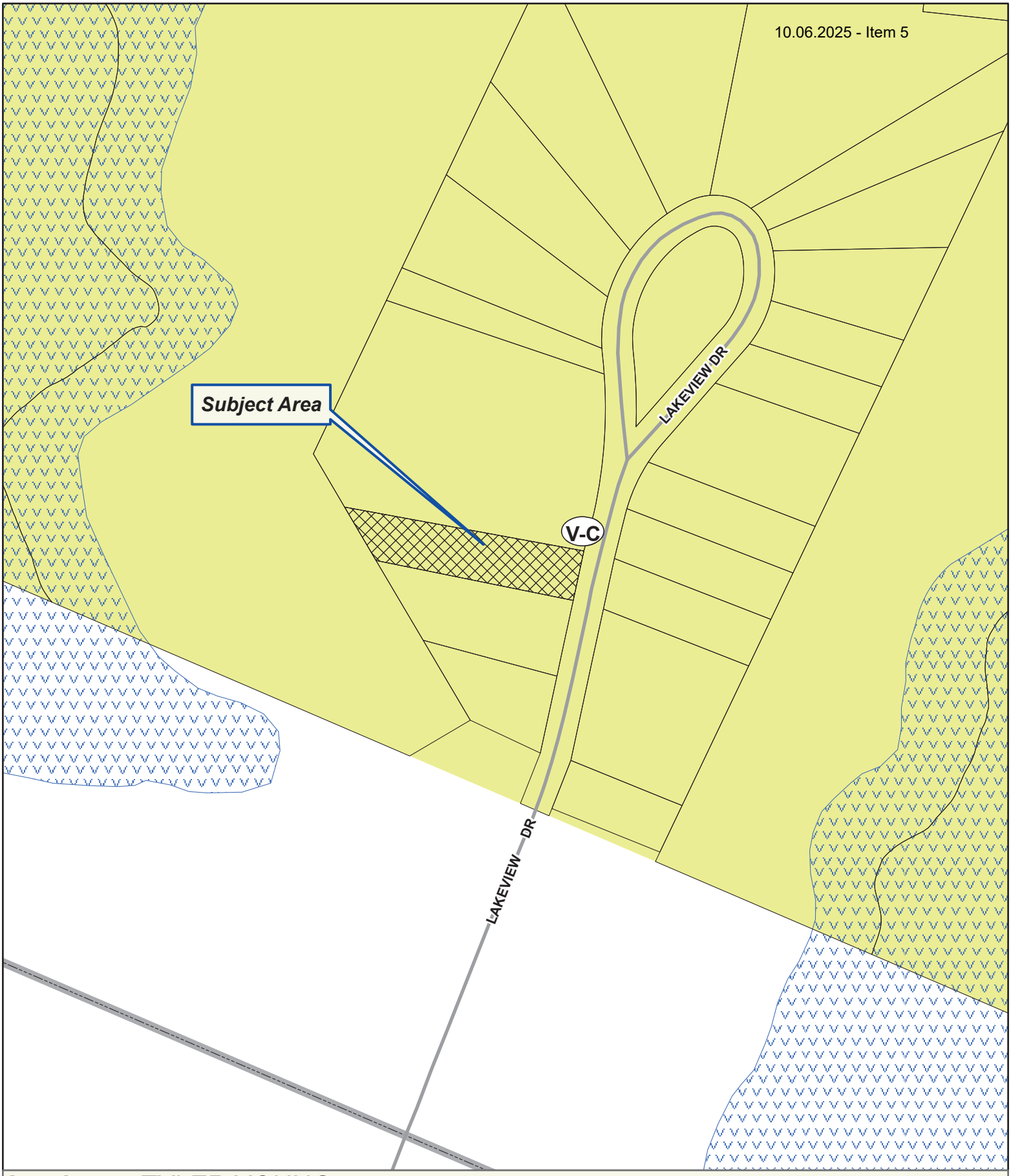
DEED BOOK 2153 PAGE 319



10.06.2025 - Item 5



Applicant: TYLER YOUNG
Tax Parcel #: 07360A000014
Location: 6382 LAKEVIEW DRIVE BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 10/06/2025**



Applicant: TYLER YOUNG
Tax Parcel #: 07360A000014
Location: 6382 LAKEVIEW DRIVE BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 10/06/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: TYLER YOUNG
Tax Parcel #: 07360A000014
Location: 6382 LAKEVIEW DRIVE BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 10/06/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N


6411
6413
6415
6384
6398
Lakeview Dr
Lakeview Dr
Lakeview Dr
6381
6382
6379
6378
6377


ZONING NOTICE



07121
00292

After filing, return to
Spooner & Associates, P C
3451 Lawrenceville Suwanee Rd
Suite C
Suwanee GA 30024

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid $ -0-
Date 1-8-13
Charles Baker
Superior Court Clerk
By JN

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed In office, this 8 day of January
20 13 at 11:35 Am. Recorded In Deed
Book 7121 Page(s) 292
Charles Baker, Clerk By JN

000526

STATE OF GEORGIA
COUNTY OF GWINNETT

PT61 069- 2013000107

QUITCLAIM DEED

000292

THIS QUITCLAIM DEED, made this the 4 day of January, 2013, by **JORGE MOREL AND BAISHAN MOREL**, as party of the first part, hereinafter called Grantors, and **BAISHAN MOREL**, as parties of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of the sum of One Hundred Ten Thousand Dollars ($110,000.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 360 OF THE 7TH DISTRICT OF HALL COUNTY, GEORGIA, BEING LOT 36, FRANK BROGDON AND GROVER GARRETT PARKWAY, AS PER PLAT RECORDED IN PLAT BOOK 15, PAGE 101, HALL COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART HEREOF.

This CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

THIS INSTRUMENT is given pursuant to a Final Order for divorce entered by the Superior Court of Hall County, State of Georgia, between the Grantors, as an equitable distribution of marital property.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantors nor any person or persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said Grantors have hereunto set his hand and seal the day and year first above written.

Unofficial Witness

JORGE MOREL

Sworn to and subscribed before me
this 4 day of January, 2013.

Notary Public
My commission expires 4-25-15

SHANNON L O'KELLEY
NOTARY PUBLIC
BARROW COUNTY, GEORGIA
APRIL 25, 2015

Outlook

HCPC Tentative Agenda 9.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 9/4/2025 10:18 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 6382 Lakeview Drive, Young: Must meet all residential permitting requirements.

Item 2, 3580 Poplar Springs, Clayton Properties: No comment. Public sewer.

Item 3, 3900 Wahoo Falls Trace, Riggins: No comment. Public sewer.

Item 4, 5424 Mulberry Preserve, Woodruffe: No comment.

Item 5A/B, 4404,4372,4398 Tanners Mill Rd, Bassett: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

Fw: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/11/2025 4:24 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Thursday, September 11, 2025 4:22 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: RE: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

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

Good Afternoon Kaitlyn,

Please see the below responses in red.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, August 28, 2025 1:49 PM
Subject: AMENDED Tentative Agenda Monday, October 6, 2025 Hall County Planning Commission Meeting

Good Afternoon,

Please see the *amended* Tentative Agenda and Maps for the **Monday, October 6, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County

Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, September 5, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 15, 2025

NEW BUSINESS

1. **6382 Lakeview Drive | Variance to section 4.1 |** to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | * Commission District 2 | **Tyler Young, applicant**

   No coordination needed.

2. **3580 Poplar Springs Road | Variance to section 8.6.11** | to allow multiple entrance signs | on a 84.25± acre tract located southwest of Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001 **| Proposed use: Multiple entrance signs |** * Commission District 1 **| Clayton Properties Group Inc., applicant**

   No additional comments, access approved under A-139-011659-1. Additional sign will need to be located outside of R/W.

3. **3900 Wahoo Falls Trace | Variance to Table 6.1.1 | to reduce the minimum yards |** on 17.91± acre tract located east of Wahoo Falls Trace approximately 735 feet from its intersection with Price Road | Zoned PRD; Tax Parcel 10100 000156A **| Proposed use: Amenity building |** * Commission District 2 **| Kristal Riggins-PEC+, applicant**

   No additional comments, access approved under A-139-009460-1.

4. **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home |** ** Commission District 1 **| Karen Woodroffe, applicant**

   No coordination needed.

5. **(A) 4404, 4372 & 4398 Tanners Mill Road | Rezone** | from Agricultural Residential (AR-1) to Residential Mixed (R-X) | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: 117-unit residential development** | ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

(B) 4404, 4372 & 4398 Tanners Mill Road | Variance to section 10.70.010 | to allow on street parking | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: On street parking |** ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

This will require coordination. Full length left turn and right turn lane on SR 211. The intersection of SR 53 and SR 211 will need to be studied for impacts. AASHTO sight distance Case B1 will need to meet at driveway location. Case F for left turns turning into the development.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, November 13, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, November 13, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Planning Commission Clerk

Hall County Planning and Zoning

(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

ASSISTANT DIRECTOR
Jason Skarda, P.L.S.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Jason Skarda, Assistant Director of Public Works and Utilities

Date: September 5, 2025

Subject: October 6, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 6, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **6382 Lakeview Drive | Variance to section 4.1 |** to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | * Commission District 2 | **Tyler Young, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area. No infrastructure in area.

2. **3580 Poplar Springs Road | Variance to section 8.6.11** | to allow multiple entrance signs | on a 84.25± acre tract located southwest of Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001 **| Proposed use: Multiple entrance signs |** * Commission District 1 **| Clayton Properties Group Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. Traffic: Signs shall be located as to not restrict intersection sight distance
c. **Utilities:** Oakwood service area

3. **3900 Wahoo Falls Trace | Variance to Table 6.1.1 | to reduce the minimum yards |** on 17.91± acre tract located east of Wahoo Falls Trace approximately 735 feet from its intersection with Price Road | Zoned PRD; Tax Parcel 10100 000156A **| Proposed use: Amenity building |** * Commission District 2 **| Kristal Riggins-PEC+, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is on Wahoo Falls Trace

4. **5424 Mulberry Preserve Drive | Special Use |** On a 0.59± acre tract located on the northeast side of Mulberry Preserve Drive approximately 538 feet from its intersection with Elizabeth Lane | Zoned R-1; Tax Parcel 15043F000130 **| Proposed Use: Group home |** ** Commission District 1 **| Karen Woodroffe, applicant**

    a. **Engineering**: No comment
    b. **Traffic**: No comment
    c. **Utilities:** Hall County sewer area. No infrastructure in vicinity

5. **(A) 4404, 4372 & 4398 Tanners Mill Road | Rezone** | from Agricultural Residential (AR-1) to Residential Mixed (R-X) | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: 117-unit residential development** | ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

(B) 4404, 4372 & 4398 Tanners Mill Road | Variance to section 10.70.010 | to allow on street parking | on a 25.2± acre tract located north of Tanners Mill Road approximately 480 feet from its intersection with Winder Highway | Zoned AR-1; Tax parcels 15038 000033; 000036B & 000168 **| Proposed Use: On street parking |** ** Commission District 1 **| Bassett Signature Homes, LLC, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** G-DOT access permit required.
    Recommend all roads associated with development be private
    c. **Utilities:** Hall County sewer service area. A Sanitary force main is available for connection on the south side of Winder HWY

Outlook

Fire Comment

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Tue 9/2/2025 9:00 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, October 6, 2025 Hall County Planning Commission Meeting.

1. **6382 Lakeview Drive | Variance to section 4.1 |** to reduce the minimum yards | on a 0.23± acre tract located on the west side of Lakeview Drive approximately 540 feet from the Gwinnet County line | Zoned V-C; Tax Parcel 07360A000014 | **Proposed use: Single-family residence** | * Commission District 2 | **Tyler Young, applicant**

   The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN SEPTEMBER 2, 2025 AND NO LATER THAN SEPTEMBER 7, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN SEPTEMBER 7, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, TYLER YOUNG (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** SEPT 6, 2025 (Date) **for** TYLER YOUNG (Name application filed as).

Signature Tyler Young (The original document is required)

Revised September 2021


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: TYLER YOUNG
REQUEST: REDUCE THE MINIMUM YARDS FOR A SINGLE-FAMILY RESIDENCE
PUBLIC HEARINGS WILL BE HELD ON:
ZONING COMMISSION
Date: Oct 06, 2025
Time: 5:15 p.m.
IF APPEALED
COUNTY COMMISSION
Date: Nov 13, 2025
Time: 6:00 p.m.
FOR MORE INFORMATION CALL: (770) 531-6809

HALLMAN & WINGATE
LLC
ATTORNEYS AT LAW

RICHARD A. WINGATE

(404) 588-2526 DIRECT
(404) 588-2530 MAIN
(404) 588-2535 FACSIMILE
rwingate@hallmanwingate.com

166 ANDERSON STREET, S.E.
SUITE 210
MARIETTA, GEORGIA 30060
www.hallmanwingate.com

October 3, 2025

BY ELECTRONIC MAIL ONLY

Ms. Beth Garmon
Director of Planning and Zoning
Hall County Planning and Zoning Department
2875 Browns Bridge Road
Gainesville, GA 30504-5635

Ms. Katie Greenway
Planning and Zoning Administrator
Hall County Planning and Zoning Department
2875 Browns Bridge Road
Gainesville, GA 30504-5635

Re: Lakeview Drive Property LLC
West and Helen Hamryka
Opposition Comments to Variance Application
6382 Lakeview Drive / Variance to Section 4.1
HW File No. 3312-003

Dear Ms. Garmon and Ms. Greenway:

We have the pleasure of representing Lakeview Drive Property LLC and Dr. and Mrs. Donald West Hamryka, the owners of property located at 6384 Lakeview Drive. Our clients' property is located contiguous to the property that is the subject of the variance application filed by Mr. Tyler Young, who does not own the Property subject to this variance request. For the Planning Commission to grant this variance request, the applicant must clearly establish that a hardship exists to justify ignoring the established regulations.

This application is to reduce the setbacks required by Section 4.1 of the Unified Development Code of Hall County. In this case, the variance, *inter alia*, is to reduce the setbacks on one side of the Property to two (2) feet from the property line. If granted, the setback regulation will essentially be null and void and will set a dangerous precedent. For the following reasons, on behalf of our clients, we ask the Hall County Planning Commission to DENY this variance request.

1. The applicant is not the owner of the Property. The Property is currently owned by Ms. Baishan Moreland. As simply a potential purchaser of the Property, the applicant has no standing to pursue this application.

2. The are no extraordinary and/or exceptional conditions pertaining to the Property. As can be seen from the enclosed figure that was attached to the application, the Property is substantially similar to numerous other lots located on Lakeview Drive. The only justification given by the applicant for the variance is:

> This lot is a very skinny narrow lot that was originally surveyed and the plat was recorded in March of 1956, decades before the new requirements/restrictions came into effect. This lot presents building challenges due to its small size and narrow shape.

3. The current zoning setback requirements do not create an unusual hardship for the Property. The application states:

> Without the requested side variances we will not be able to build a reasonably-sized house. Lake lots are extremely expensive and we need the requested variance to build a house that makes sense on that expensive of a piece of property.

As stated, the claimed hardship is purely an economic interest.

4. There are no conditions that are peculiar to the Property to justify the variance. As you can see from the figure, nearly all the lots on Lakeview Drive are similarly sized and shaped. Furthermore, the application clearly states:

> No, such conditions are not peculiar to this piece of property. This lot is like so many small lake lots where variances are required in order to build home on them.

By the applicant's own admission, the Property is not unique and many of the lots on Lakeview Drive have similar or smaller dimensions.

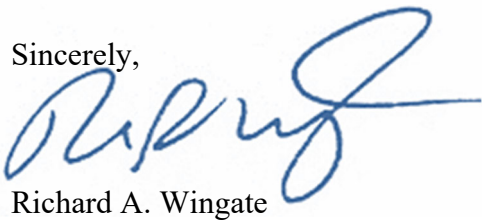
5. The conditions are not the result of any actions of the property owner. This is true because the applicant does not own the Property.

6. Relief, if granted, would cause substantial detriment to the public good and would impair the purposes and intent of the zoning setback regulations. Setback regulations were established to ensure safety, privacy, and aesthetic harmony within communities. If this variance is granted the owners of adjacent parcels will essentially have another house in their yard.

If granted, this variance will result in a massive diminution of value for all of the adjacent properties, particularly our clients'.

Thank you for your consideration in this matter. Please feel free to contact the undersigned with any questions or concerns.

Sincerely,

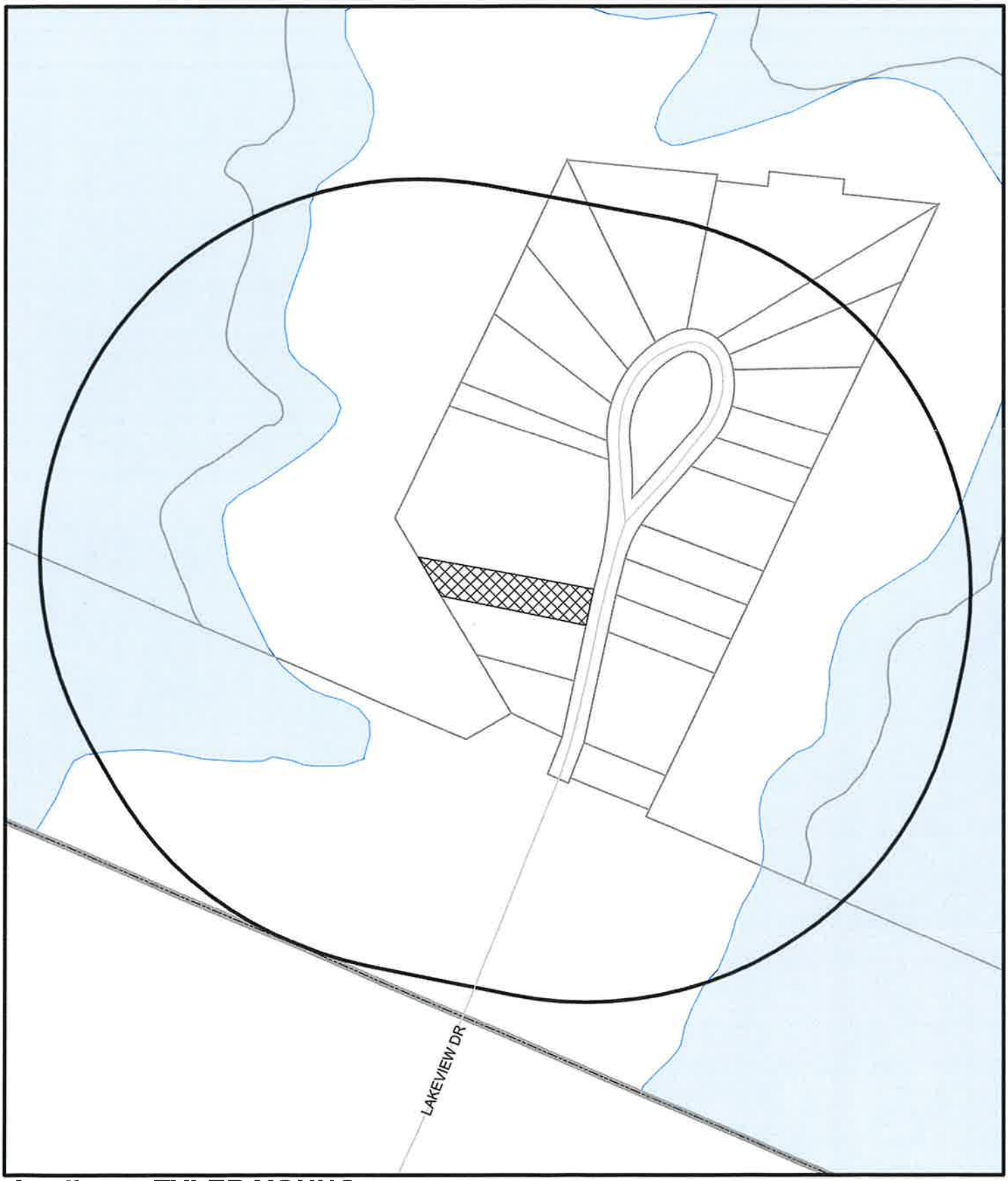


Richard A. Wingate

For HALLMAN & WINGATE, LLC

RAW:kps
Enclosure

c: West Hamryka, DVM



Applicant: TYLER YOUNG

500ft Buffer

Subject Area

0 100 200 400 600 800 Feet

Outlook

6382 LAKEVIEW DR - VARIANCE

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 10/3/2025 3:50 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Art Kohl <ArtKohl@teamonerepair.com>
Sent: Friday, October 3, 2025 3:37 PM
To: KLGREEWAY@HALL-COUNTY.ORG
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Art Kohl [redacted]
Subject: 6382 LAKEVIEW DR - VARIANCE

You don't often get email from artkohl@teamonerepair.com. Learn why this is important

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

Greetings,

I am Arthur Kohl residing at 6375 Lakeview Dr. , Buford, GA 30518 (located in Hall county) and I am aware of the variance on the 6382 Lakeview Drive property and have no objection to the variance.

If you need additional information, please do not hesitate to contact me at

[redacted]moble

Thank You,

Art Kohl
6375 Lakeview Dr
Buford, GA 30518

Beth Garmon (Planning)

From: Ed Coglianese <[redacted]
Sent: Friday, October 3, 2025 3:49 PM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning)
Subject: 6382 Lakeview Dr

You don't often get email from [redacted] Learn why this is important

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I am a neighbor of the above mentioned property. I believe the variance would be beneficial to the neighborhood as it would allow the owner to build a house more and keeping with the neighbors. I know Tyler will be a responsible person as a former firefighter and a Christian. He is very much caring about his impact on his fellow man. The location of the house he plans to build is so far in front of the existing home to the right that it will not impact the homeowners view nor property values. As a matter of fact, by allowing Mr. Young to build a slightly bigger home, it will do more to maintain or increase property values around it. I say this, not only as a Neighbor, but as a real estate broker.
Regards,
Ed Coglianese
6408 Lakeview Dr
Buford Ga 30518
[redacted]
Sent from my iPhone
Please excuse any typos as I often use voice to text.

Outlook

6382 Lakeview Drive

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:46 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Chris Joe <[redacted]
Sent: Friday, October 3, 2025 5:05 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Drive

You don't often get email from [redacted] Learn why this is important

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Katie Greenway,

I own a house at 6395 Lakeview Drive.

I'm aware of the variance application for 6382 Lakeview and have no objection to the variance.

Please let me know if I can provide any additional information.

Regrads,
Chris

Chris Joe
6395 Lakeview Drive
Buford, GA 30518
[redacted]

Outlook

6382 Lakeview Drive Variance to section 4.1

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:44 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Bob Prichard [redacted]
Sent: Saturday, October 4, 2025 9:12 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Drive Variance to section 4.1

You don't often get email from [redacted] Learn why this is important

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We own and live on the property at 6398 and 6413 Lakeview Drive .

We have no objection to the improvements requested in the subject variance.

Robert & Lynda Prichard

Beth Garmon (Planning)

From: Richard Printup <[redacted]
Sent: Friday, October 3, 2025 4:13 PM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning)
Subject: 6382 Lakeview Drive

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Katie Greenway,

My name is Richard Printup; I live at 6409 Lakeview Dr., Buford, Ga 30518. I am aware of a variance application that has been submitted by Tyler Young for property located at 6382 Lakeview Dr., Buford, Ga 30518. I have no objection to his application for changing the side setbacks.
If I can be of any further assistance regarding this matter please let me know.
Richard Printup
[redacted]
Sent from my iPhone

Outlook

6382 Lakeview Dr Buford ga

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:45 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Harold Trip <[redacted]
Sent: Saturday, October 4, 2025 11:22 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Tyler Young <[redacted]; rmckenzie <[redacted]>
Subject: 6382 Lakeview Dr Buford ga

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello my name is Harold Trip I live at 6404 Lakeview Dr. I am a neighbor to this property. I own the largest house on the street and I have no problem with Mr. Young variance request.
Mr. Young will build a nice property.
You can ask Beth Harmon she knows me if I thought Mr. Young was asking for something that would hurt property values or do harm to our way of life I would be agains it.

Thank you

Harold A. Trip, Jr.
Tripco Realty Services, LLC
[redacted]

Outlook

6383 Lakeview Dr

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:59 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Harold Trip
Sent:
To: Beth Garmon (Planning)
Cc: Tyler Young; rmckenzie
Subject: Fw: 6383 Lakeview Dr

Hello Beth. been a while since I talked to you hope your doing well?

Beth I live next door to this property and Renee and I own the biggest house on the street. Mr Young's variance request will not hurt property values or change our life style. Please push to get it approved.

Talked to Kathy Cooper she told me you pretty much are running the show up there, good for you you deserve it. I guess I will I will get to see you Monday night at the meeting can't wait.

Harold A. Trip, Jr.
Tripco Realty Services, LLC
[redacted]

Outlook

6382 Lakeview Dr

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:48 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: David Twite [redacted]
Sent: Sunday, October 5, 2025 12:40 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Dr

You don't often get email from [redacted] Learn why this is important

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To whom it may concern,

My name is David Twite and I am the owner of 6379 Lakeview Drive, Buford, GA 30518 in Hall County. I am aware of the development plans for the lot at 6382 Lakeview Dr and the proposed variance for setbacks. I have no objection to the plans or favorable ruling on the variance request. I know Tyler Young to be a responsible community member and am certain that any project he is involved with will be thoughtful and appropriate.

Sincerely,

David Twite
[redacted]

Outlook

6382 Lakeview Dr

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 8:47 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Judith Watkins [redacted]
Sent: Saturday, October 4, 2025 1:38 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc: Mark Watkins [redacted]
Subject: 6382 Lakeview Dr

You don't often get email from [redacted] Learn why this is important

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Good afternoon,
We are aware of Tyler Young's variance application and as a Hall County neighbor (Mark & Judy Watkins - 6399 Lakeview Dr) we have no objections.

Thank you,

Mark & Judy Watkins

Judy Watkins
REALTOR, RE/MAX Legends
[redacted]

[https://]

Outlook

Variance 6382 Lakeview Drive, Buford

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 11:40 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Scott and Cathy Snedecor [redacted]
Sent: Monday, October 6, 2025 10:23 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Variance 6382 Lakeview Drive, Buford

Some people who received this message don't often get email from [redacted] Learn why this is important

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Folks,
My wife and I live at 6377 Lakeview Drive, directly across the street directly across the street from this variance application. We know and respect both adjoining property owners, the Wallaces and Hamrykas, and Tyler Young, the applicant, is also a longtime resident of the neighborhood, and has supervised the construction of several homes on our street. I believe the adjoining neighbors' opinions in these matters really should carry the primary weight, and I told Tyler this when he asked for support, but I do feel I can share my understanding of our immediate area, and also Tyler's abilities through observing his work on our street.

Our street has many 50' lots, and we have one of them. Planning the width of the home, and still allowing access around to the lake is a challenge, especially with normal setback requirements. I think the other homes Tyler has done have been attractive, and made excellent use of the existing grades, trees, etc. He keeps the sites impeccable during construction, and upon completion, the homes blend in nicely.

In speaking to Tyler, it sounds like he's made every effort to position his proposed home as advantageously as possible with respect to the existing neighbors' structures, views, etc., and it seems like this will be an attractive addition to our street.

We do not object to this request.

Sincerely,

Scott Snedecor
6377 Lakeview Drive, Buford

Outlook

6382 lakeview Dr.

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 11/5/2025 2:03 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: luba derr [redacted]
Date: November 5, 2025 at 12:38:13 PM EST
To: "Katie L. Greenway (Planning)" <klgreenway@hallcounty.org>
Cc: "Beth Garmon (Planning)" <bgarmon@hallcounty.org>
Subject: 6382 lakeview Dr.

You don't often get email from [redacted] Learn why this is important

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To whom it may concern,

I am writing this letter to fully support the original decision by the planning commission to approve the variance requested by Tyler Young for the property at 6382 Lakeview Dr. Buford, Ga. I see no reason for an objection. My property is directly across the street from his property and I don't believe that it will diminish my property value at all. Knowing the quality of Tyler Young's construction, I believe that it will enhance the whole neighborhood including the value of my property.

I hope you once again vote to grant this variance on November 13, 2025.

Thank you,

Luba and Richard Derr

6373 Lakeview Dr. Buford Ga.

Outlook

6382 LAKEVIEW DR - VARIANCE -11-13-25 Revision Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 11/6/2025 2:10 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Art Kohl [redacted]
Sent: Thursday, November 6, 2025 1:09:38 PM
To: KLGREEWAY@HALL-COUNTY.ORG <KLGREEWAY@HALL-COUNTY.ORG>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Art Kohl [redacted]
Subject: Re: 6382 LAKEVIEW DR - VARIANCE -11-13-25 Revision Meeting

You don't often get email from [redacted] Learn why this is important

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Hello,
I'm wiritng to you again in regards to the second variance request for the above property. I have reviewed the changes and again have no objection with the proposed variance changes. My view is that the construction of the proposed home will only improve the value of homes on the street.

Please conside my email as a vote in favor of the variance and you are welcome to contact me directly at [redacted] if you require addtional information.

Thank You,

Art Kohl

6375 Lakeview Dr

Buford, GA 30518

Hall County Resident

Outlook

6382 Lakeview Drive

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 11/5/2025 9:18 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Richard Printup <[redacted]
Sent: Wednesday, November 5, 2025 8:08:23 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Drive

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Katie Greenway,

My name is Richard Printup; I live at 6409 Lakeview Dr., Buford, Ga 30518. I am aware of a variance application that has been submitted by Tyler Young for property located at 6382 Lakeview Dr., Buford, Ga 30518. I am also aware his application has been appealed. I have no objections to the decision of the Planning & Zoning Commission granting the Variance.
If I can be of any further assistance regarding this matter please let me know.
Richard Printup
[redacted]
Sent from my iPhone

Outlook

Variance for 6382 Lakeview Dr. Buford, GA

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 12:26 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Kelly Hug <[redacted]
Sent: Friday, November 7, 2025 11:44 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Variance for 6382 Lakeview Dr. Buford, GA

You don't often get email from [redacted] Learn why this is important

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Ms. Greenway,

I am writing this email to ask that the Hall County Commissioners approve the original decision made by the Planning Commission on October 6, 2025, to approve the variance requested by Tyler Young for the property at 6382 Lakeview Dr. Buford, GA. The planning commission made a couple of conditions for this variance and every neighbor I have talked to is happy about the final decision from the Planning Commission. I see no reason for an objection. My property is a few houses down the street from his property, and I don't believe that it will diminish my property value at all. Knowing the quality of Tyler Young's construction, I know that it will enhance the whole neighborhood including the value of my property.

I hope you once again vote to grant this variance on November 13, 2025.

Frank (Ward) Gober
6402 Lakeview Dr
Buford, Ga 30518

Outlook

6382 Lakeview Drive

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 1:20 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Chris Joe <chris.r.joe@gmail.com>
Sent: Thursday, November 6, 2025 6:30 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Drive

You don't often get email from chris.r.joe@gmail.com. Learn why this is important

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Katie Greenway,

I own a house at 6395 Lakeview Drive.

I understand that there has been an appeal on the variance decision related to property at 6382 Lakeview Drive.

I sent a letter for the first hearing at which time I had no objections. I still have no objections to the current decision that was made by the commission granting the variance.

I will not be able to attend the meeting but hope that this letter will provide some support.

Let me know if I can provide any further information.

Regards,
Chris

Chris Joe
6395 Lakeview Drive
Buford, GA 30518
404-735-7170

Outlook

6383 Lakeview

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 1:21 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Harold Trip <hondo4@bellsouth.net>
Sent: Thursday, November 6, 2025 5:00 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6383 Lakeview

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To whom it may concern,

I am writing this letter to fully support the original decision by the planning commission to approve the variance requested by Tyler Young for the property at 6382 Lakeview Dr.Buford, Ga. There is no reason for an objection to the decision of the Planning Commission. I am a Realtor and own a house four houses down from this property. My house might be the biggest house on the street and I have no fear that Mr. Young's building on this lot, with the approved variance will do anything to hurt the value of our property. Mr Young has agreed not to ever use it as a short term rental (VRBO). This is the lake almost every house on the street has a front or side yard variance

Tyler Young's construction is of a high quality there will be no property value problems

Harold A. Trip, Jr.
Tripco Realty Services, LLC
404/285-3075

Outlook

6382 Lakeview Drive

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 1:24 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Mark Watkins <markdw1010@icloud.com>
Sent: Thursday, November 6, 2025 6:10 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Drive

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

Hi Katie and Beth,
This is Mark and Judy Watkins. We reside at 6399 Lakeview Drive. We are aware of the appeal and have no objections to the decision of the Planning & Zoning Commission granting the variance.

Thank you for your time,

Mark and Judy Watkins

Sent from my iPhone

Outlook

Property at 6382 Lakeview Dr

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 1:25 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Chuck Button <Chuck.Button@outlook.com>
Sent: Thursday, November 6, 2025 5:19 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Property at 6382 Lakeview Dr

Some people who received this message don't often get email from chuck.button@outlook.com. Learn why this is important

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

Dear Katie Greenway, I would like to support Tyler Young request to build a home at 6382 Lakeview Dr. I have known Tyler for years and I know that he will construct a home that will be an asset to the community. It is my understanding that the Planning Comm approved the plans with some revisions. I live across the street from where he wants to build his new home for his family. His request for a variance from 6 ft on one side and 4 feet on the other side is acceptable to me. Also, his commitment to not use the home for short term rental is also a positive commitment. I hope Tyler will be granted the variance.

Chuck Button
6391 Lakeview Dr.

Outlook

6382 Lakeview Dr, Buford 30518

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 11/7/2025 1:27 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Bob Prichard <retusnrcdr@gmail.com>
Sent: Thursday, November 6, 2025 7:25 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 6382 Lakeview Dr, Buford 30518

[You don't often get email from retusnrcdr@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

As the owners of the property at 6398 & 6413 Lakeview Drive, We want to again voice our support for the variance request of Tyler Young to build on the subject lot.

Robert & Lynda Prichard
Sent from my iPhone

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 649/2025

SUBJECT: Approval and authorization for the Chairman to execute an Intergovernmental Agreement (IGA) between Hall County and the City of Gainesville regarding water main relocations for the the White Sulphur Road Phase II project, subject to review and approval by the County Attorney. Commission District 3.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JG

Recommendation:
Execute an Intergovernmental Agreement between Hall County and the City of Gainesville for required waterline relocations for the White Sulphur Road Phase II project

Purpose of Request:
Approval and authorization for the Chairman to execute an Intergovernmental Agreement (IGA) between Hall County and the City of Gainesville allowing Hall County and its contractors to complete required waterline relocations for the White Sulphur Road Phase II project subject to review and approval by the County Attorney. Commission District 3.

History:
City of Gainesville Council has approved and executed this item at the 10/21/2025 voting meeting.

Facts and Issues:
Hall County will be responsible for the cost of City of Gainesville waterline relocations for the White Sulphur Road Phase II project in the estimated amount of $500,000. The estimated relocation cost is within the project budget and is included in the construction bid. The City of Gainesville will be responsible for paying the cost of any elective design changes or "upgrades" related to waterline work. The City will be responsible for inspecting the waterline relocations.

Options:

Funding Requested $ 0.00

Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-11-13

Approvals:

Submit	Approve	Budget	Finance
JW	WK	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

IGA

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 649/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: (770) 531-6800

INTERGOVERNMENTAL AGREEMENT REGARDING THE CITY OF GAINESVILLE WATER MAIN RELOCATIONS OF THE WHITE SULPHUR PHASE II PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (this "**Agreement**") is made and entered into as of the _____day of_____, 2025 ("**Effective Date**"), by and between **HALL COUNTY**, a political subdivision of the State of Georgia ("**County**"), and the **CITY OF GAINESVILLE**, a municipal corporation of the State of Georgia ("**City**"). County and City, each a "**Party**" and collectively, the "**Parties**".

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into intergovernmental agreements for the provision of authorized services and for the joint or separate use of facilities or equipment, and O.C.G.A. § 32-4-62 further provides that cities and counties are authorized to enter into intergovernmental agreements related to work on public roads; and

WHEREAS, County and City desire to enter into this Agreement allocating certain responsibilities regarding utility relocation and contract responsibilities in furtherance of the Hall County project White Sulphur Road Phase II Realignment from Cagle Road to State Route (SR) 365/Cornelia Highway (the "**Project**"); and

WHEREAS, City water main facilities lie within portions of the Project; and

WHEREAS, all required rights of way necessary for construction and relocations of utilities have been acquired by the County or will be acquired prior to Project award; and

WHEREAS, County and City desire to enter into this Agreement to further provide for the relocation and construction of the City water main and the allocation of their respective rights, responsibilities, and obligations for funding and other assistance provided for the City; and

WHEREAS, County agrees to be responsible for paying the total of the preliminary engineering, right-of-way acquisition, and construction costs of the Project (the "***Project Engineering and ROW Costs***"). Prior to the Parties' determination to proceed with the City of Gainesville Water Main Relocations, the County incurred Project Engineering and ROW Costs as follows:

(a) Preliminary engineering costs for the Project totaling $566,405.00.
(b) Right of way costs for the Project totaling $781,600.00.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Recitals a Part of Agreement**. The Parties agree that the foregoing recitals and promises constitute a substantive part of this Agreement.

2. **Construction of the Hall County Water Main Relocations**. This Agreement addresses only the City of Gainesville water main relocations of the Project as shown in Exhibit A, attached hereto and incorporated herein, per the City of Gainesville published standard specifications, Section 33 10 00 Water Mains and Accessories as shown in Exhibit B, attached hereto and incorporated herein, and is not meant to affect in any way other portions of the Project.

3. **Responsibility for Elective Design Changes**. Notwithstanding anything to the contrary in this Agreement, each Party shall be entirely responsible for all costs (including, without limitation, design and engineering costs, construction costs, right-of-way costs, and environmental mitigation costs) caused by Elective Design Changes requested by that Party, and such costs shall not count toward that Party's Construction Funding Commitment (as hereinafter defined). "**Elective Design Changes**" are defined as any aesthetic or technologic upgrade to the Project's design or engineering, which upgrade is not necessitated from an engineering or cost-savings standpoint (e.g., design changes for aesthetic improvement purposes such as landscaping or lighting). Elective Design Changes specifically include the costs of any design or engineering changes necessitated by or resulting from an upgrade, including costs of design or engineering changes that flow into a non-requesting Party's jurisdiction.

4. **Right of Way Acquisition**. The Parties agree that all necessary rights of way have been acquired or will be acquired for the Project and that all costs associated with said right of way acquisition either have been or will be paid by the County.

5. **Funding for Construction Costs**. The Parties agree that the County will be responsible for the costs directly and necessarily associated with the construction of the Project, which costs include environmental mitigation costs (collectively, "Construction Costs"). The amount of Construction Costs that County agrees to pay ("Construction Funding Commitment") is as follows:

    a. County's Estimated Construction Funding Commitment is $6,970,000.00; provided, however, that County's Construction Funding Commitment is contingent upon County's receipt of the construction bid.

    As provided in Section 5 of this Agreement, Elective Design Changes *shall not count* toward the County's Construction Funding Commitment.

6. **Responsibility for Procuring and Contracting**. The County will be responsible for procuring and engaging by contract the construction services needed for the Project. Subject to the rights of the City provided further in this Agreement, the County will be solely responsible for managing the performance of the selected contractors. Any contractor damage claims or change orders, other than those caused by the gross

negligence or willful wrongdoing of the County, will be considered Construction Costs. The County will be solely responsible for damage claims or change orders caused by its own gross negligence or willful wrongdoing. On technical matters related to design and construction, the County will be the liaison with the selected contractor.

7. **Rights of City**. During the procurement and contract negotiation phase, the County will provide bids for the City's concurrent review prior to award. In general, City may, upon reasonable notice, review and provide input on the applicable procurement and contract materials. During the construction phase, City will be solely responsible for necessary product submittal review and approval, and inspection and testing of the work for the City of Gainesville water main relocation work and consult with the County and the selected contractors as needed. Project coordination between the County and the City will occur throughout the duration of the Project such that the County will hold progress meetings with the City on at least a monthly basis for the duration of the Project.

8. **Cooperation**. Each Party will cooperate and work in good faith with the other to advance the Project. Cooperation will include the potential joint submittal of applications for permits, grants or funding requests and/or regulatory approvals.

9. **Record Disclosure**. Each Party agrees to provide the other, upon reasonable request, copies of all of its records and information, not privileged or restricted by law, with respect to the Project, when reasonably necessary for the performance of any obligations or exercise of any rights under this Agreement.

10. **Commencement and Term**. This Agreement shall commence as of the Effective Date and continue until the earlier of: (a) the completion of the Project and all obligations set forth in this Agreement; or (b) 50 years from the Effective Date.

11. **Remedy**. A Party's sole remedy in the event of non-performance by the other Party shall be an action to compel specific performance. The prevailing Party in any such action shall be entitled to reasonable attorney's fees and costs

12. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Hall County.

13. **Captions and Severability**. The caption or headnote on sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement. Should any section(s), or any part hereof, later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts

of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

14. **Waiver of Agreement**. No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

15. **No Third-Party Rights**. This Agreement is entered into for the benefit of the Parties only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a Party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. **Agreement Construction and Interpretation**. Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts, or errors herein. The Parties agree that if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

17. **Counterparts**. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

18. **Authority to Enter Agreement.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The City and County each represent, warrant, and covenant to the other as follows: Each has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the representing Party, enforceable against it in accordance with its terms.

19. **Time of the Essence**. Time is of the essence of this Agreement.

20. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, except as provided in Sections 1, 2, and 16 hereof. No other agreement, statement, or promise relating to the

subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

21. **No Joint Venture**. The Parties agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the Parties.

22. **Assignment**. The Parties agree that neither Party may assign or transfer any interest in, or delegate any duties of, this Agreement without the prior express written consent of the other Party.

23. **Notice**. All notices, requests, demands, writings, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished by written notice in accordance herewith.

City of Gainesville

757 Queen City Pkwy
Gainesville, GA 30501

Hall County

Post Office Drawer 1435
Gainesville, GA 30503

With a Copy to:

Alejandro Chacon-Meneses
AChacon@gainesvillega.gov

With a copy to:

Jordan Wallace
JWallace@hallcounty.org

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their seals by and through their respective authorized officials.

HALL COUNTY, GEORGIA

By: _____

David Gibbs

Chairman, Board of Commissioners

Attest: _____

Jennifer Rivera

County Clerk

(Affix County Seal)

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

CITY OF GAINESVILLE, GEORGIA

By: _____

W. Samuel Couvillon

Mayor, City of Gainesville

Attest: _____

Alisa Grayson

City Clerk

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

(Affix City Seal)

APPROVED AS TO FORM

_____

Abbott S. Hayes, Jr., City Attorney

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

Exhibit A – Utility Relocation Plans

(Stamped and Sealed September 30, 2025)

5/16/2025
lay.Guisasola

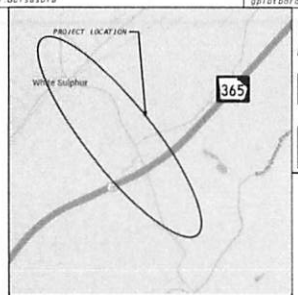
GPLOT-ORD
gplotborder-ORD.tbl

18095.001_01.dgn
CONCOV

HALL COUNTY

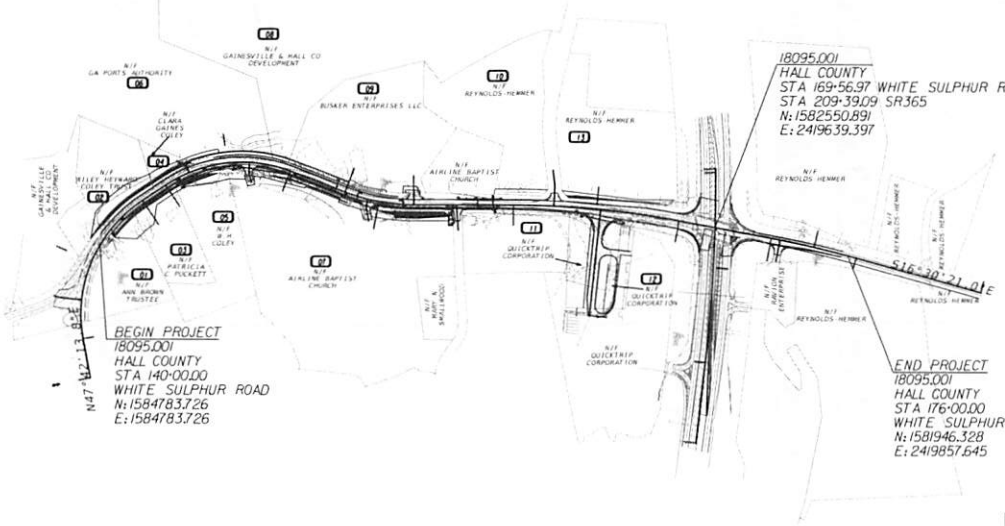
P.I. No.
18095.001

DEPARTMENT OF PUBLIC WORKS
HALL COUNTY



LOCATION SKETCH

PLAN AND PROFILE OF PROPOSED
WHITE SULPHUR ROAD PHASE II



FUNCTIONAL CLASS:
LOCAL ROAD

THIS PROJECT IS 100% IN HALL COUNTY AND IS 100% IN CONG. DIST. NO.09.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

SCALE IN FEET
0 250 500 1000

PLANS PREPARED BY:

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

RECOMMENDED FOR ACCEPTANCE BY: _____
HALL COUNTY ENGINEER

THE DATA TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF PUBLIC WORKS IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05 AND 104.03 OF THE SPECIFICATIONS.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE HALL COUNTY AND GEORGIA DEPARTMENT OF TRANSPORTATION 2025 CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2025 CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT:
https://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/00-2025%20CSD%20BOOK_00-2025.pdf
ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2025 CONSTRUCTIONS STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

LENGTH OF PROJECT	COUNTY No. 139 PROJECT NO. 18095.001
	MILES
NET LENGTH OF ROADWAY	0.6818
NET LENGTH OF PROJECT	0.6818
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.6818

PLANS COMPLETED	
REVISIONS	

DRAWING No.
01-0001

11/05/2020 CONCOV CE

GDOT | PROJECT NO. 18905.001

EXISTING ITEMS

- SOILS TYPE
- WATER MAIN
- GAS LINE
- STORM DRAIN
- SANITARY SEWER
- UNDERGROUND TELEPHONE
- UTILITY POLE WITH GUY WIRE
- FIRE HYDRANT
- MANHOLE
- WATER VALVE
- GAS VALVE
- UNDERGROUND POWERLINE
- WATER METER
- MAIL BOX
- TELEPHONE PEDESTAL
- CTV PEDESTAL
- VALVE MARKER
- GUARD RAIL
- TELEPHONE MANHOLE
- FENCE
- TRAFFIC CONTROL SIGNAL
- IRON PIN FOUND
- RIGHT OF WAY MONUMENT
- RIGHT OF WAY LINE
- CATCH BASIN
- DROP INLET
- OVERHEAD POWER LINE
- DITCH WITH DIRECTION OF FLOW
- STEEP EMBANKMENT
- EXISTING EDGE OF PAVEMENT

PROPOSED ITEMS

- WATER LINE
- WATER SERVICE LINE
- FIRE HYDRANT
- VALVE
- BEND
- STANDARD TERMINATION
- SOLID SLEEVE
- REDUCER
- WATER METER
- WATER LINE EASEMENT
- LIMITS OF DISTURBANCE
- SILT FENCE
- BORE PIT / RECEIVING PIT
- FREE BORE

ABBREVIATIONS

CONC.	CONCRETE
F.H.	FIRE HYDRANT
ASPH.	ASPHALT
I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET
G.V.	GATE VALVE
B.V.	BUTTERFLY VALVE
T.S.&V.	TAPPING SLEEVE AND VALVE
C.L.F.	CHAIN LINK FENCE
B.W.F.	BARBED WIRE FENCE
C.I.P.	CAST IRON PIPE
D.I.P.	DUCTILE IRON PIPE
C.T.	COPPER TUBING
G.S.P.	GALVANIZED STEEL PIPE
C.M.P.	CORRUGATED METAL PIPE
PERM.	PERMANENT
CONST.	CONSTRUCTION
ESMT.	EASEMENT
P.V.C.	POLYVINYL CHLORIDE PIPE
D/W	DRIVEWAY
ALUM.	ALUMINUM
R.C.P.	REINFORCED CONCRETE PIPE
M.J.	MECHANICAL JOINT
T.C.S.	TRAFFIC CONTROL SIGNAL
R/W	RIGHT OF WAY

GENERAL NOTES

1. OWNER — CITY OF GAINESVILE, DEPARTMENT OF WATER RESOURCES
   757 QUEEN CITY PARKWAY
   GAINESVILLE, GEORGIA 30501
   770-538-2406
2. EMERGENCY 24-HOUR CONTACT — NAME: ALEJANDRO CHACON
   ENGINEERING DESIGN MANAGER
   OFFICE # (770)/535-3069 MOBILE # (770)654-6036
3. TOTAL DISTURBED AREA - UTILITY INSTALLATION: 0.25 ACRES NON-CONTIGUOUS
4. THE PARCELS FOR THE PROJECT ARE: 15020A000008, 15020A000008B, 15020A000008A, AND 15020A000005.
5. DESCRIPTION: WORK PERFORMED BY THIS CONTRACT WILL INCLUDE RELOCATING 1,100 LINEAR FEET (LF) OF 16" DUCTILE IRON PIPE WATER MAIN. THIS CONSTRUCTION MAY REQUIRE UP TO 2,400 CY OF EARTHWORK. TRENCH WORK WILL BE REQUIRED TO INSTALL THE NEW WATER MAINS. THE LIMITS OF LAND DISTURBANCE WILL BE CONTAINED WITHIN THE RIGHT OF WAY AND EASEMENTS.
6. EXISTING SITE CONDITIONS AND ADJACENT AREAS: THE MAJORITY OF THE EXISTING SITE IS IN THE ROADWAY RIGHT-OF-WAYS. SLOPES VARY FROM GENTLE TO STEEP AND THE VEGETATION IS MOSTLY GRASS AND DIRT SCATTERED WITH GRAVEL.
7. WORK ZONES WILL BE SET UP ACCORDING TO THE LATEST M.U.T.C.D. MANUAL.

GAINESVILLE WATER RESOURCES NOTES

1. THE GAINESVILLE DEPARTMENT OF WATER RESOURCES SHALL BE NOTIFIED 24 HOURS PRIOR TO ANY WATER MAIN CONSTRUCTION OR REPAIRS. ONLY CONTRACTORS APPROVED BY GAINESVILLE DEPARTMENT OF WATER RESOURCES WILL BE ALLOWED TO PERFORM CONSTRUCTION OR REPAIRS CONNECTED TO SAID WATER OR SANITARY SEWER MAINS. CALL ENGINEERING INSPECTOR'S OFFICE AT (770) 538-2405 PRIOR TO BEGINNING CONSTRUCTION OR TO BECOME AN APPROVED CONTRACTOR.
2. ALL WATER MAIN AND SANITARY SEWER MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF GAINESVILLE "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER MAINS AND SANITARY SEWERS", (LATEST EDITION).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED-UP SET OF CONTRACT DRAWINGS SHOWING "AS-BUILT" CONDITIONS. THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO THE ENGINEER AND/OR THE CITY INSPECTOR UPON REQUEST. THE MARK-UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS. FINAL ACCEPTANCE OF WATER AND/OR SEWER MAIN CONSTRUCTION WILL NOT BE GRANTED UNTIL AS-BUILT DRAWINGS HAVE BEEN RECEIVED BY CITY OF GAINESVILLE PUBLIC UTILITIES ENVIRONMENTAL COMPLIANCE AND PERMITTING OFFICE.
4. MAINTAIN A MINIMUM 10 FEET HORIZONTAL DISTANCE BETWEEN WATER & SEWER LINE.
5. MAINTAIN A MINIMUM 18 INCH VERTICAL DISTANCE BETWEEN WATER AND SEWER LINE.
6. WHERE WATER AND SANITARY SEWER LINES CROSS, THE WATER MAIN SHALL BE 18 INCHES ABOVE THE SEWER. IF THE SEWER MUST BE ABOVE THE WATER MAIN, THE SEWER SHALL BE AT LEAST 18 INCHES ABOVE AND ENCASED IN CONCRETE A MINIMUM OF 10 FEET ON EACH SIDE OF THE WATER MAIN. JOINTS SHALL BE SPACED TO PROVIDE MAXIMUM DISTANCE FROM CROSSING.
7. WHERE WATER OR SANITARY SEWER MAINS CROSS STORM DRAINS, MINIMUM 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED.

P.I. 0018095 Hall - City of Gainesville DWR - Water Main

Summary Sheet

GDOT Code	Pay Item and Description	Additional Description	Unit	In-Kind Items Orig Plan Total Qty
670-1160	WATER MAIN, 16 IN(670-1160)	DIP	LF	1100
670-1080	WATER MAIN, 8 IN(670-1080)	DIP	LF	60
670-1060	WATER MAIN, 6 IN(670-1060)	DIP	LF	30
660-4055	STEEL CASING, 24 IN(660-4055)		LF	65
670-4530	CONCRETE THRUST COLLAR, 16 IN PIPE(670-4530)		EA	2
670-4510	CONCRETE THRUST COLLAR, 8 IN PIPE(670-4510)		EA	1
670-4000	FIRE HYDRANT(670-4000)	4.5-in	EA	3
660-1920	GATE VALVE, 6 IN(660-1920)		EA	4
660-1925	GATE VALVE, 8 IN(660-1925)		EA	2
660-1945	GATE VALVE, 16 IN(660-1945)		EA	2
005-6048	TAPPING SLEEVE & VALVE ASSEMBLY, -(660-3015)	16" X 16"	EA	2
660-3015	RELOCATE WATER METER, 3/4 IN(611-5588)		EA	3
670-9740	RELOCATE EXISTING WATER METER AND BACKFLOW PREVENTER(670-974	Commercial	EA	3
665-0050	SHORT SIDE SERVICE TIE OVER -(665-0050)	3/4-in	EA	4
665-0050	SHORT SIDE SERVICE TIE OVER -(665-0050)	1.5-in	EA	1
670-1600	CUT & PLUG EXISTING WATER MAIN(670-1600)	16-in	EA	1
670-1490	CUT AND CAP EXISTING WATER MAIN(670-1490)	16-in	EA	1

OTHER NOTES:
1) THE COST OF THE FOLLOWING ITEMS SHALL BE INCIDENTAL TO THE COST OF THE WATER MAIN:
   A. RESTRAINED JOINT PIPE INSIDE THE STEEL CASINGS.
   B. DRY TAP CONNECTIONS TO EXISTING MAINS.
   C. PROTECTIVE POLYETHYLENE WRAP TO BE INSTALLED WHERE WATER MAIN PARALLELS OR CROSSES EXISTING OR PROPOSED GAS MAINS.
   D. THRUST BLOCKS AS CALLED FOR IN THRUST BLOCKING SCHEDULE.
   E. CONCRETE ENCASEMENT OF WATER MAIN PER DETAIL.
2) ALL WATER MAIN TO BE INSTALLED AT MINIMUM DEPTH OF 4' AND MAXIMUM DEPTH OF 8', UNLESS SPECIAL PERMISSION GRANTED FROM CITY OF GAINESVILLE DWR.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED No. PE023465 PROFESSIONAL ENGINEER TRACY ROBAR, PE
GSWCC # 0003006857

This item has been digitally signed and sealed by Tracy Robar, PE, on 09/30/2025.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SCALE IN FEET
0 20 40 80

REVISION DATES

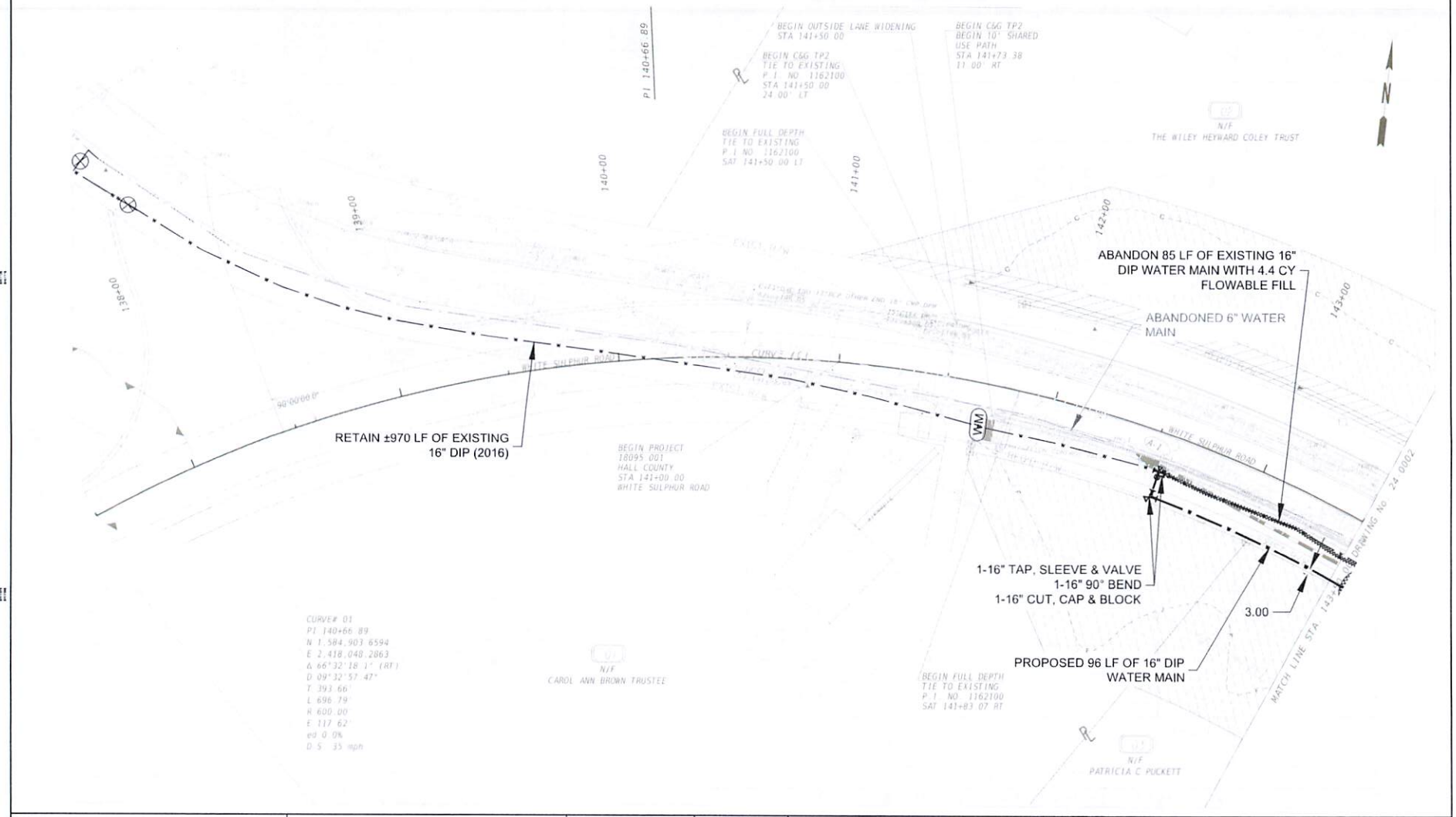
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED | DATE:
BACKCHECKED | DATE:
CORRECTED | DATE:
VERIFIED | DATE:

DRAWING No. 44-0000

OPN-CE 11/05/2020

GDOT PROJECT NO. 18905.001



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED No.PE024395 PROFESSIONAL ENGINEER TRACY ROBAR, PE

GSWCC # 0300066857

This item has been digitally signed and sealed by Tracy Robar, PE, on 09/20/2023. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

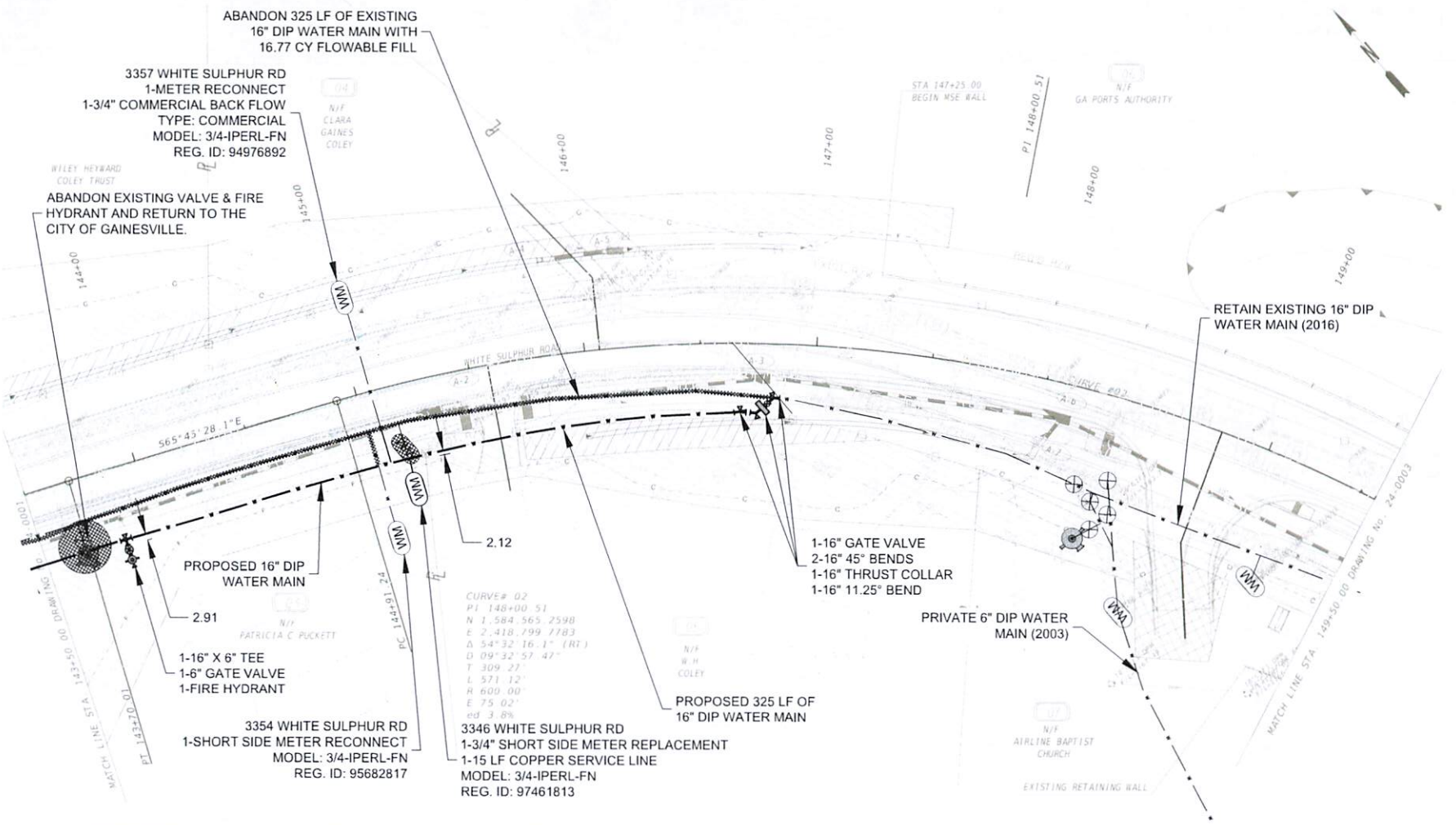
SCALE IN FEET
0 20 40 80

REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED		DATE		DRAWING No.
BACKCHECKED		DATE		44-0001
CORRECTED		DATE		
VERIFIED		DATE		

GDOT PROJECT NO. 18905.001



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED PROFESSIONAL ENGINEER TRACY ROBAR, PE

GSWCC # 0000058857

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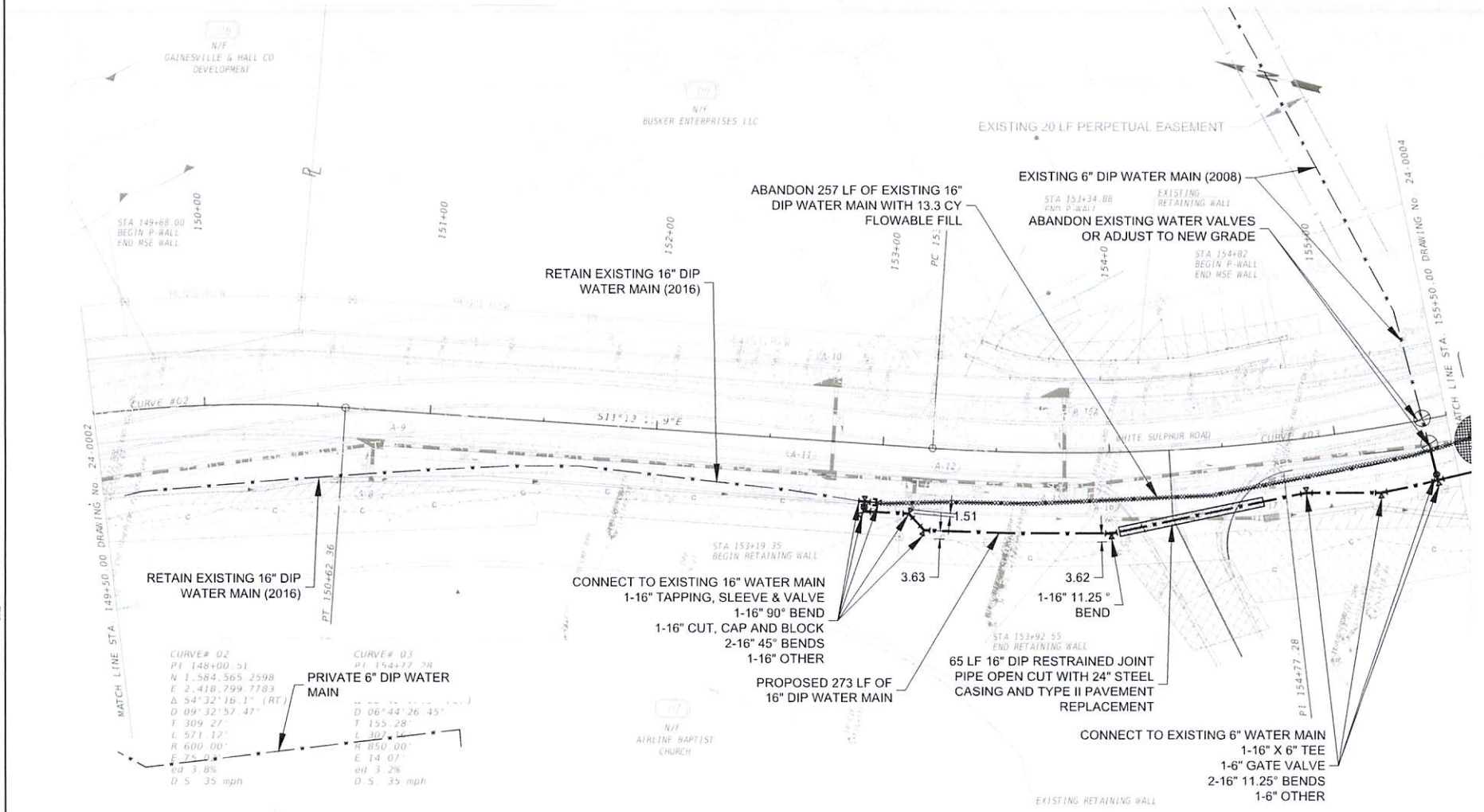
SCALE IN FEET
0 20 40 80

REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED		DATE		DRAWING No.
BACKCHECKED		DATE		44-0002
CORRECTED		DATE		
VERIFIED		DATE		

GDOT | PROJECT NO. 18905.001



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED No.PE024365 PROFESSIONAL ENGINEER TRACY ROBAR, PE

GSWCC # 0000068857

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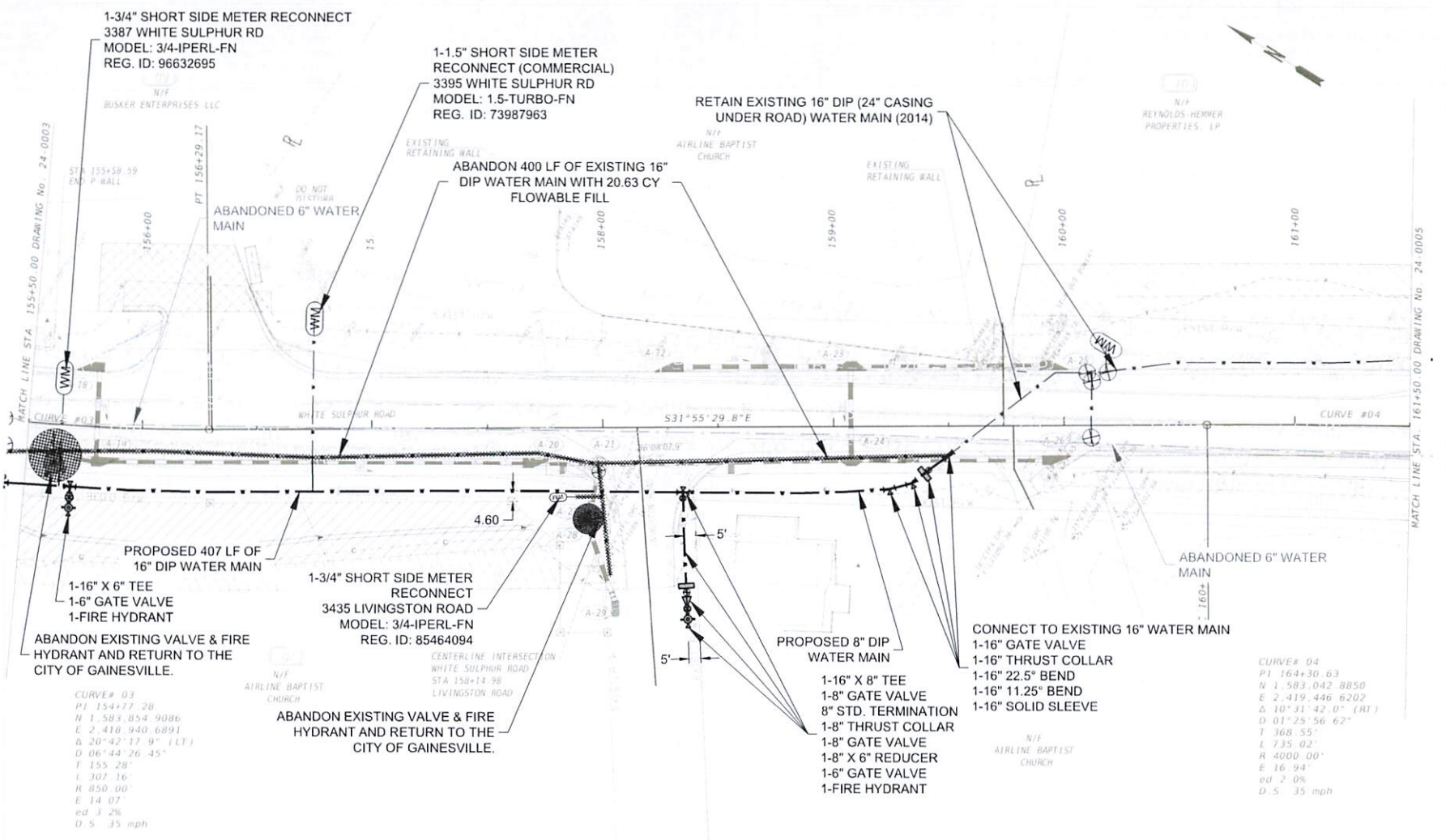
REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED		DATE		DRAWING No.
BACKCHECKED		DATE		44-0003
CORRECTED		DATE		
VERIFIED		DATE		

GDOT PROJECT NO. 18905.001



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REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED PROFESSIONAL ENGINEER TRACY ROBAR, PE

GSWCC # 0009368S7

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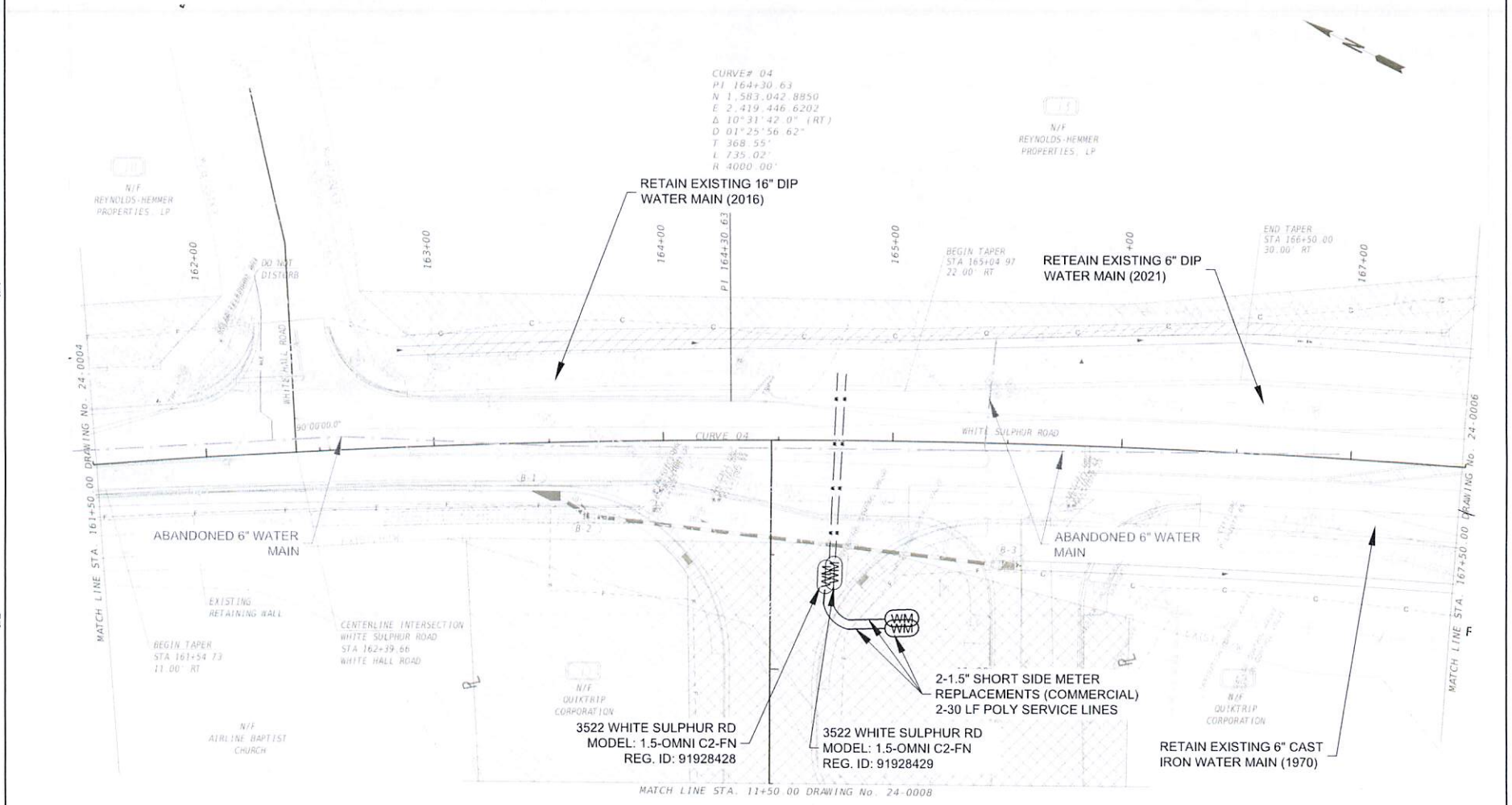
REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED		DATE	DRAWING No.
BACKCHECKED		DATE	44-0004
CORRECTED		DATE	
VERIFIED		DATE	

GDOT | PROJECT NO. 18905.001



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED PROFESSIONAL ENGINEER TRACY ROBAR, PE
GSWCC # 0003068857

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SCALE IN FEET
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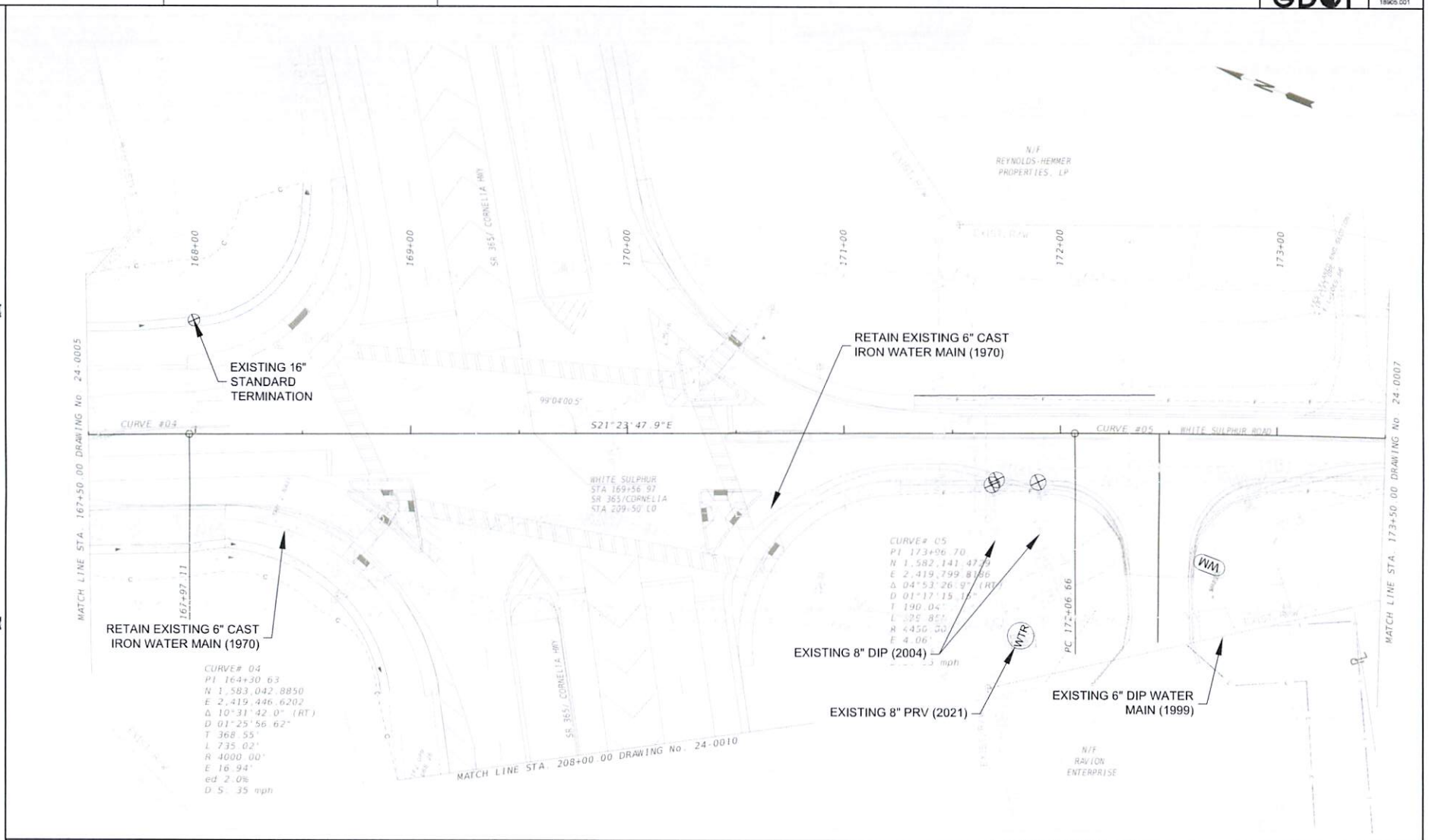
REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED		DATE		DRAWING No.
BACKCHECKED		DATE		44-0005
CORRECTED		DATE		
VERIFIED		DATE		

GDOT PROJECT NO. 18905.001



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED PROFESSIONAL ENGINEER TRACY ROBAR, PE

USWGC # 0000006857

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SCALE IN FEET
0 20 40 80

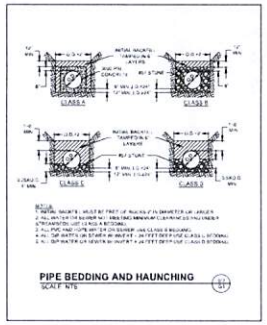
REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

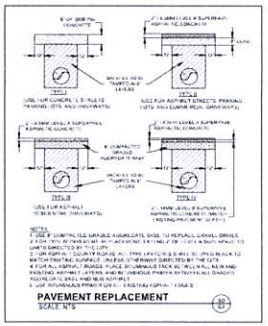
CHECKED DATE
BACKCHECKED DATE
CORRECTED DATE
VERIFIED DATE

DRAWING No. 44-0006

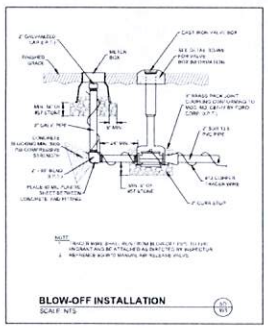
GDOT PROJECT NO 18905.001



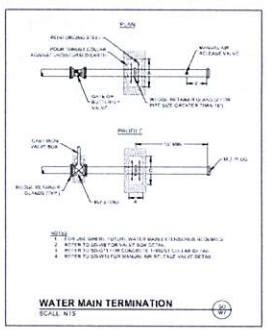
PIPE BEDDING AND HAUNCHING
SCALE: NTS



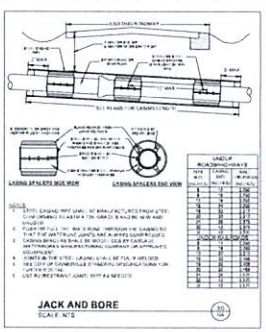
PAVEMENT REPLACEMENT
SCALE: NTS



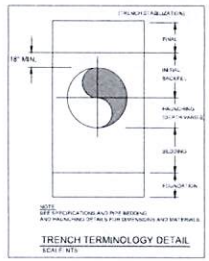
BLOW-OFF INSTALLATION
SCALE: NTS



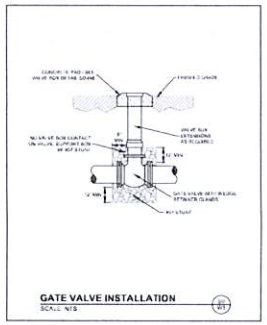
WATER MAIN TERMINATION
SCALE: NTS



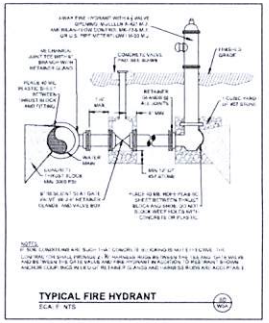
JACK AND BORE
SCALE: NTS



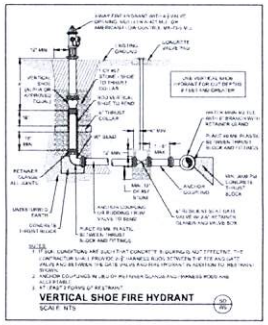
TRENCH TERMINOLOGY DETAIL
SCALE: NTS



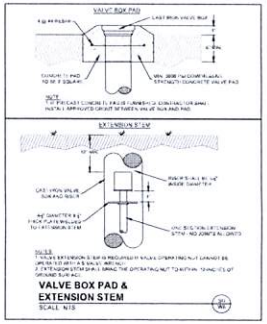
GATE VALVE INSTALLATION
SCALE: NTS



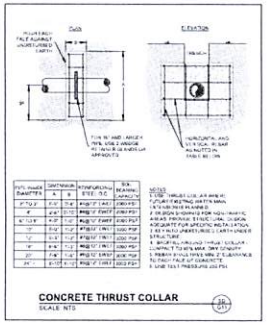
TYPICAL FIRE HYDRANT
SCALE: NTS



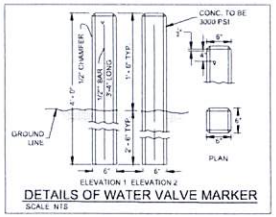
VERTICAL SHOE FIRE HYDRANT
SCALE: NTS



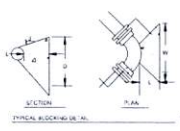
VALVE BOX PAD & EXTENSION STEM
SCALE: NTS



CONCRETE THRUST COLLAR
SCALE: NTS



DETAILS OF WATER VALVE MARKER
SCALE: NTS



TYPICAL BLOCKING DETAIL — N.T.S.

BLOCKING SCHEDULE

PIPE SIZE	END AREA OF BLOCK AT FITTING IN SQ FEET	FITTING ( ) °	SOLID HARD ROCK GRANITE SOIL BEARING=10,000 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	SOFT ROCK WEATHERED ROCK STRATIFIED ROCK SOIL BEARING=5,000 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	HARD CLAY GRAVEL SOIL BEARING=3,000 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	DAMP CLAY SANDY CLAY CLEAN, DRY COMPACT SAND SOIL BEARING=2,000 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	SOFT CLAY LOOSE SAND SOIL BEARING=1,000 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	ALLUVIAL SOIL SILT QUICK SAND SOIL BEARING=500 PSF L	END DIMENSIONS OF BLOCK AGAINST UNDISTURBED SOIL, IN FEET D	W	CU YDS	FITTING ( ) °	PIPE SIZE
4"	0.25 (8"x8")	11 1/4	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	11 1/4	4"
		22 1/2	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.02	0'-6"	1.2	2.3	0.04	1'-0"	1.8	3.4	0.19	22 1/2					
		45	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.2	2.3	0.05	1'-0"	1.6	3.2	0.3	1'-6"	2.3	4.6	0.38	45					
		90	0'-6"	1.0	1.0	0.01	0'-6"	1.1	2.2	0.02	1'-0"	1.4	2.8	0.03	1'-0"	1.6	3.1	0.13	1'-6"	2.2	4.4	0.28	2'-0"	3.1	6.1	0.73	90					
		TEE OR DE	0'-6"	1.0	1.0	0.01	0'-6"	1.1	2.2	0.02	1'-0"	1.4	2.8	0.03	1'-0"	1.6	3.2	0.15	1'-6"	2.2	4.4	0.32	2'-0"	3.1	6.2	0.76	TEE OR DE					
6"	0.44 (8"x8")	11 1/4	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.02	0'-6"	1.1	2.3	0.04	1'-0"	1.5	3.0	0.07	11 1/4	6"				
		22 1/2	0'-6"	1.0	1.0	0.01	0'-6"	1.0	1.0	0.01	0'-6"	1.1	2.2	0.04	1'-0"	1.8	2.3	0.10	1'-0"	2.2	4.4	0.24	22 1/2									
		45	0'-6"	1.0	1.0	0.01	0'-6"	1.0	2.0	0.04	1'-0"	1.3	2.6	0.08	1'-0"	1.7	3.3	0.17	1'-6"	2.4	4.7	0.27	1'-6"	3.1	6.1	0.62	45					
		90	0'-6"	1.0	1.0	0.01	0'-6"	1.3	2.5	0.06	1'-0"	1.5	2.8	0.11	1'-6"	2.1	4.2	0.29	2'-0"	2.9	5.9	0.65	2'-6"	4.2	8.3	1.62	90					
		TEE OR DE	0'-6"	1.0	1.0	0.01	0'-6"	1.1	2.2	0.02	1'-0"	1.2	2.4	0.06	1'-6"	1.7	3.5	0.18	1'-6"	2.5	4.9	0.43	2'-0"	3.3	6.5	1.02	TEE OR DE					
8"	0.69 (12"x12")	11 1/4	0'-6"	1.0	1.0	0.02	0'-6"	1.0	2.2	0.03	0'-6"	1.0	2.1	0.04	0'-6"	1.3	2.6	0.08	1'-0"	2.1	4.2	0.24	1'-6"	3.2	6.3	0.94	11 1/4	8"				
		22 1/2	0'-6"	1.0	1.0	0.02	0'-6"	1.0	2.2	0.03	0'-6"	1.3	2.6	0.08	1'-0"	2.1	4.2	0.24	1'-6"	3.2	6.3	0.94	2'-0"	4.3	8.5	2.23	22 1/2					
		45	0'-6"	1.0	1.0	0.02	0'-6"	1.3	2.6	0.08	1'-0"	1.8	3.7	0.24	1'-6"	2.7	5.4	0.72	2'-0"	4.3	8.6	2.13	2'-6"	5.4	10.7	4.54	45					
		90	0'-6"	1.1	2.4	0.06	1'-0"	2.0	4.1	0.27	1'-6"	2.8	5.6	0.65	2'-0"	3.8	7.6	1.83	3'-0"	5.7	11.3	6.83	3'-0"	7.6	15.2	11.63	90					
		TEE OR DE	0'-6"	1.0	1.9	0.03	0'-6"	2.1	4.2	0.15	1'-0"	2.4	4.7	0.42	2'-0"	3.3	6.7	1.22	3'-0"	4.7	9.5	2.73	4'-0"	9.7	19.4	9.15	TEE OR DE					
10"	0.76 (12"x12")	11 1/4	0'-6"	1.0	1.0	0.02	0'-6"	1.0	2.2	0.03	0'-6"	1.0	2.1	0.04	0'-6"	1.3	2.6	0.08	1'-0"	2.1	4.2	0.24	1'-6"	3.2	6.3	0.94	11 1/4	10"				
		22 1/2	0'-6"	1.0	1.0	0.02	0'-6"	1.3	2.6	0.08	1'-0"	2.1	4.2	0.24	1'-6"	3.2	6.3	0.94	2'-0"	4.2	8.3	2.23	2'-6"	5.2	10.4	4.44	22 1/2					
		45	0'-6"	1.0	1.9	0.03	0'-6"	1.8	3.7	0.24	1'-6"	2.7	5.4	0.72	2'-0"	4.3	8.6	2.13	2'-6"	5.4	10.7	4.54	3'-0"	7.6	15.2	11.63	45					
		90	0'-6"	1.1	2.4	0.06	1'-0"	2.0	4.1	0.27	1'-6"	2.8	5.6	0.65	2'-0"	3.8	7.6	1.83	3'-0"	5.7	11.3	6.83	4'-0"	9.7	19.4	9.15	90					
		TEE OR DE	0'-6"	1.0	1.9	0.03	0'-6"	2.1	4.2	0.15	1'-0"	2.4	4.7	0.42	2'-0"	3.3	6.7	1.22	3'-0"	4.7	9.5	2.73	4'-0"	9.7	19.4	9.15	TEE OR DE					

AWWA C153 - FITTING WEIGHTS

PIPE SIZE	FITTING ( ) °	WEIGHT (TONS)
4"	11 1/4 BEND	0.0145
	22 1/2 BEND	0.0155
	45 BEND	0.0195
	90 BEND	0.0245
	6 X 6 TEE	0.0330
	SOLID SLEEVE	0.0345
	TAPPED PLUG	0.0360
	TAPPED TEE	0.0378
	6 X 6 ANCHOR TEE	0.0360
	6 ANCHOR COUPLING	0.0350
	6 X 6 CROSS	0.0395
6"	11 1/4 BEND	0.0225
	22 1/2 BEND	0.0250
	45 BEND	0.0290
	90 BEND	0.0320
	8 X 8 TEE	0.0410
	8 X 6 TEE	0.0295
	8 X 6 ANCHOR TEE	0.0325
	SOLID SLEEVE	0.0275
	PLUG	0.0175
	8 X 6 REDUCER	0.0195
	8 X 8 CROSS	0.0360
	8 X 6 CROSS	0.0360
10"	11 1/4 BEND	0.0785
	22 1/2 BEND	0.0880
	45 BEND	0.1020
	90 BEND	0.1260
	10 X 10 TEE	0.1585
	10 X 8 TEE	0.1365
	10 X 6 TEE	0.1225
	12 X 12 TEE	0.1110
	12 X 6 ANCHOR TEE	0.1315
	SOLID SLEEVE	0.2870
	PLUG	0.0460
	10 X 12 REDUCER	0.2460
	10 X 8 REDUCER	0.2680
	10 X 6 REDUCER	0.2660
	10 X 10 CROSS	0.4695
	12 X 12 CROSS	0.7260
	12 X 6 CROSS	0.7200

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

GAINESVILLE WATER RESOURCES

GEORGIA REGISTERED PROFESSIONAL ENGINEER No.PEG24365 TRACY ROBAR, PE
GSWCC # 0000068857

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SCALE IN FEET
0 20 40 80

REVISION DATES

WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED	DATE		DRAWING No.
BACKCHECKED	DATE		44-0000
CORRECTED	DATE		
VERIFIED	DATE		

Exhibit B – COG DWR Standard Specifications

Section 33 10 00 Water Mains and Accessories

PART 1 GENERAL

1.01 SCOPE

A. This Section describes products to be incorporated into the water distribution system and requirements for the installation and use of these items. This Section also describes requirements for abandonment of existing water mains and salvaging of existing materials for the Owner. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.

B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.02 QUALIFICATIONS

If requested by the Owner, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

1.03 SUBMITTALS

A. Complete shop drawings and engineering data for all products shall be submitted to the Owner in accordance with the requirements of Section 01 33 23 of these Specifications.

B. Experience Submittals: Connecting to existing water mains with tapping sleeves and valves is deemed to be specialty contractor work. If the Contractor elects to perform the work, the Contractor shall provide evidence as required by the General Conditions. A minimum of five continuous years of experience in performing connections is required. Evidence of this experience must be provided with the shop drawings for review by the Owner.

1.04 TRANSPORTATION AND HANDLING

A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification. Pipe handled on skids shall not be rolled or skidded against the pipe on the ground.

B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front-end loader. Do not use material damaged in handling. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe.

1.05 OWNER FURNISHED MATERIALS

A. Submit, with the construction progress schedule, a schedule for required deliveries of Owner-furnished materials.

B. The Contractor shall coordinate material shipments with the Owner and the material suppliers.

C. Materials furnished by the Owner will be delivered by truck. Valves and water meters to be furnished by the Owner shall be delivered to the Owner's storage yard or another site agreed upon by the Contractor and the Owner. This other site, if selected, is to be provided by the Contractor at no additional cost to the Owner.

D. The Owner's storage yard is located on Bradford Street at Marler Street.

E. The Contractor shall maintain communication with the material suppliers, and the Owner as necessary, to keep informed as to scheduled shipment, and upon notice to the Contractor of the delivery of materials, the Contractor shall proceed without delay to unload such materials.

F. Upon receipt of materials from the manufacturer, the Contractor shall make an inspection of such materials, checking and certifying the bill of lading, noting any discrepancies and obtaining a proper memorandum signed by the agent of the carrier for any shortage in the shipment, or for any damaged materials received. All bills of lading and any memorandum for shortage or damage of material in the shipment shall be promptly submitted to the Owner. The Contractor shall be responsible for distribution of all materials as required to complete the Work. Materials furnished to the Contractor shall be in the custody of the Contractor from the time of receipt by the Contractor of such materials from the carrier until final acceptance of the completed Work. The Contractor shall be responsible for any loss or damage to materials furnished by the Owner."

1.06 STORAGE AND PROTECTION

A. Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas.

B. Stored materials shall be kept safe from damage. The interior of all pipes, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.

C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipes in adjacent tiers.

D. Stored mechanical and push on joint gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first in, first out basis.

E. Mechanical joint bolts shall be handled and stored in such a manner that will ensure proper use with respect to types and sizes.

1.07 QUALITY ASSURANCE

The manufacturer shall provide written certification to the Owner that all products furnished comply with all applicable requirements of these Specifications.

PART 2 PRODUCTS

2.01 PIPING MATERIALS AND ACCESSORIES

A. Ductile Iron Pipe (DIP)

1. Ductile iron pipe shall conform to AWWA C151 and shall be Thickness Class 50 or Pressure Class 350 for pipe sizes 12-inch and less; and pressure class 250 for pipe sizes 16-inch and greater, unless otherwise specified or shown on the Drawings. Sizes will be as shown on the Drawings. All pipes, except specials, shall be furnished in nominal lengths of 18 to 20 feet. All ductile iron pipe shall be manufactured by American Cast Iron Pipe Company, U.S. Pipe, or McWane Ductile.

2. Pipe Coatings:
   a. Pipe shall be cement lined in accordance with AWWA C104 and have an interior seal coat.
   b. Pipe shall be furnished with a bituminous outside coating in accordance with AWWA C151.
   c. The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc. The mass of the zinc applied shall be 200g/m^2 of pipe surface area. A finishing bituminous layer topcoat shall be applied to the zinc with a local minimum not less than 2 mils.
3. Fittings:
   a. Fittings shall be ductile iron and shall conform to AWWA C110 or AWWA C153 with a minimum rated working pressure of 250 psi.
   b. Fittings shall be cement lined in accordance with AWWA C104 and have an interior seal coat.
   c. Fittings shall be furnished with a bituminous outside coating. Fittings may be furnished with 6 mil min. nominal thickness fusion bonded epoxy coating conforming to ANSI/AWWA C550 and C116/A21.16 in lieu of bituminous coating.
   d. Provide retainer glands on all fittings.
   e. All fittings shall be manufactured by American Cast Iron Pipe Company, U.S. Pipe, Union Foundry, Sigma and Star Pipe.
4. Joints:
   a. Unless shown or specified otherwise, joints shall be push on or restrained joint type for pipe and standard mechanical or restrained joints for fittings. Push on and mechanical joints shall conform to AWWA C111. Restrained joints (RJ) shall be American "FLEX-RING" or U.S. Pipe "TR FLEX." No field welding of restrained joint pipe will be permitted.
   b. Flanged joints shall meet the requirements of ANSI B16.1 Class 125.
5. Provide the appropriate gaskets for mechanical and push-on joints. Restrained joint gaskets shall be Amarillo Fast-Grip gaskets as manufactured by American Cast Iron Pipe Company or approved equal.
6. Provide the necessary bolts for mechanical joint connections. Nuts shall be steel with American Standard Regular hexagonal dimensions, all as specified in ANSI B17.2. All bolts and all nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A and 2B fit. Mechanical joint glands shall be ductile iron.
7. Acceptance will be on the basis of the Owner's inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards.

B. Polyvinyl Chloride Pipe (PVC)
1. All PVC pipe shall have belled ends for push on type jointing and shall conform to ASTM D 2241. The pipe shall have a Standard Dimension Ratio (SDR) of 13.5 and shall be capable of withstanding a working pressure of 315 psi. Pipe shall be supplied in minimum lengths of 20 feet.

2. All fittings shall be of the same material, strength, and dimension as the pipe. Special adapters shall be provided as recommended by the manufacturer to adapt the PVC pipe to mechanical jointing with galvanized steel, cast or ductile iron pipe, fittings, or valves.
3. A No. 12 AWG solid plastic coated copper wire shall also be placed along all PVC water mains.
4. Acceptance will be on the basis of the Owner's inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards, including the National Sanitation Foundation. Additionally, each piece of pipe shall be stamped "NSF Approved".

C. Copper Pipe

1. Copper Pipe shall be ASTM B 88, Type K.
2. Copper tube and fittings manufacturers shall be certified to NSF/ANSI 61
3. All fittings shall be of the same material, strength, and dimension as the pipe. Special adapters shall be provided as recommended by the manufacturer to adapt the copper pipe to mechanical jointing with galvanized steel, cast or ductile iron pipe, fittings, or valves.
4. Fittings shall be brass with compression connection inlets and outlets, ANSI B16.26. Where required, adapters shall be brass ANSI B16.18. Unions shall be cast bronze. Joints shall be compression type. All fittings shall be of bronze construction with compression type connection

D. Galvanized Steel Pipe (GSP)

1. All pipe shall be Schedule 40. All galvanized pipe shall comply with the requirements of ASTM A 530.
2. Screw fittings shall be malleable iron except that nipples and couplings shall be of the same materials as the pipe. Fittings for butt welded joints shall comply with the requirements of ASTM A 234; flanges shall comply with the requirements of ASTM A 181.

2.02 VALVES

A. Gate Valves (GV)

1. Gate valves shall be resilient wedge type conforming to the requirements of AWWA C515 rated for 250 psi working pressure.
2. Valves shall be provided with two O ring stem seals with one O ring located above and one O ring below the stem collar. The area between the O rings shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. At least one anti friction washer shall be utilized to further minimize operating torque. All seals between valve parts, such as body and bonnet, bonnet and bonnet cover, shall be flat gaskets or O rings.
3. The valve gate shall be made of ductile iron having a vulcanized, synthetic rubber coating, or a seat ring attached to the disc with retaining screws. Sliding of the rubber on the seating surfaces to compress the rubber will not be allowed. The design shall be such that compression set of the rubber shall not affect the ability of the valve to seal when pressure is applied to either side of the gate. The sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
4. All internal ferrous surfaces shall be coated with epoxy to a minimum thickness of 4 mils. The epoxy shall be non-toxic, impart no taste to the water and shall conform to AWWA C550, latest revision.

5. Gate valves shall be manufactured by Mueller, M & H Valve, or American-Darling.
6. Provide retainer glands at all valves.
7. Provide #57 stone at all valves.

B. Check Valves (CV)

1. Check valves shall be hinged, swing-disc type with ductile iron body and bronze or bronze-fitted disc. Valves shall be designed for a rated working pressure of 150 psi and a 300-psi hydrostatic test for structural soundness. Valves shall be equipped with a ½-inch stopcock at the high point of the valve for bleeding air from the line.
2. Valves shall be gravity operated with flanged ends.
3. Valves shall be manufactured by Mueller or M & H Valve.

2.03 FIRE HYDRANTS (FH)

A. All fire hydrants shall conform to the requirements of AWWA C502 for 150-psi working pressure. Hydrants shall be the compression type, closing with line pressure. The valve opening shall not be less than 4 1/2 inches.

B. In the event of a traffic accident, the hydrant barrel shall break away from the standpipe at a point above grade and in a manner which will prevent damage to the barrel and stem, preclude opening of the valve, and permit rapid and inexpensive restoration without digging or cutting off the water.

C. The means for attaching the barrel to the standpipe shall permit 360-degree rotation.

D. Hydrants shall be fully bronze mounted with all working parts of bronze. Valve seat ring shall be bronze and shall screw into a bronze retainer.

E. All working parts, including the seat ring shall be removable through the top without disturbing the barrel of the hydrant.

F. The operating nut shall match those on the existing hydrants. The operating threads shall be totally enclosed in an operating chamber, separated from the hydrant barrel by a rubber O ring stem seal and lubricated by a grease or an oil reservoir. A stop nut shall be positioned in the top operating mechanism of the hydrant so that the valve stem cannot contact the bottom of the shoe when the hydrant is fully open.

G. Hydrant shall be a non freezing design and be provided with a simple, positive, and automatic drain, which shall be fully closed whenever the main valve is opened.

H. Hose and pumper connections shall be breech locked, pinned, or threaded and pinned to seal them into the hydrant barrel. Each hydrant shall have two 2 1/2 inch hose connections and one 4 1/2 inch pumper connection, all with National Standard threads and each equipped with cap and non kinking chain.

I. Hydrants shall be furnished with a mechanical joint connection to the spigot of the 6 inch hydrant lead.

J. Minimum depth of bury shall be 4.5 feet. Extension sections shall be furnished where necessary to bring hydrant to the proper elevation. Extension shall be installed in accordance with manufacturer's recommendations. The centerline of the 2-1/2 inches connections shall be a minimum of 18-inches above finished grade.

K. All outside surfaces of the barrel above grade shall be painted with enamel equal to Koppers Glamortex 501 in a silver color.

L. Provide retainer glands at M.J. hydrant connections.

M. Hydrants shall be traffic model and shall be Mueller A421M.J, American-Darling MK-73-1 M.J, or M&H 129 M.J.

N. Provide #57 stone at all fire hydrants.

O. Hydrant tees shall be used on all fire hydrants, unless otherwise approved by Owner.

2.04 VALVE BOXES (VB) AND EXTENSION STEMS

A. All valves shall be equipped with valve boxes. The valve boxes shall be cast iron two piece screw type with drop covers. Valve boxes shall have a 5.25 inch inside diameter. Valve box covers shall weigh a minimum of 13 pounds. The valve boxes shall be adjustable to 6 inches up or down from the nominal required cover over the pipe. Valve boxes shall be of sufficient length that bottom flange of the lower belled portion of the box is below the valve operating nut. Ductile or cast iron extensions shall be provided as necessary. Covers shall have "WATER VALVE" or "WATER" cast into them. Valve boxes shall be manufactured in the United States.

B. All valves shall be furnished with extension stems, where valve operating nut exceeds 5-feet below ground surface, bring the extension operating nut to within 12-inches of ground surface. Connection to the valve shall be with a wrench nut coupling and a setscrew to secure the coupling to the valve's operating nut. The coupling and square wrench nut shall be welded to the extension stem. Extension stems shall be equal to Mueller A 26441 or M & H Valve Style 3801.

C. Provide #57 stone at all valve boxes.

2.05 VALVE MARKERS (VM)

Provide a concrete valve marker for each valve installed. Valve markers shall be 4 feet long concrete posts. They shall have a "V" stamped on one side with a brass disc cast into the marker immediately below the "V". The brass disc shall be stamped with the distance between the valve and the valve marker. The marker shall be installed such that the disc faces the valve and with 12 to 18-inches extending above the ground surface. Markers are not required for fire hydrant lead valves.

2.06 TAPPING SLEEVES AND VALVES (TS&V)

Tapping sleeves shall be cast or ductile iron of the split sleeve, mechanical joint type. The Contractor shall be responsible for determining the outside diameter of the pipe to be connected to prior to ordering the sleeve. Valves shall be gate valves furnished in accordance with the specifications shown above, with flanged connection to the tapping sleeve and mechanical joint connection to the branch pipe. The tapping sleeve and valve shall be supplied by the valve manufacturer. Tapping valves shall be Mueller T-2360 sizes 4"-24", M & H Style 3751-NRS sizes 4"-12" or Style 751 sizes 14"-24", American-Darling No. 865 sizes 4"-12" or 565 sizes 14"-24", or U.S. Pipe Metroseal valve Fig. No. 5860 sizes 3"-24". Sleeves shall be Mueller Model H-615, M & H Style 1174-01, American-Darling M. J. 4"-48", Tyler Model No. 5-149-DI sizes 6"-12", or U.S. Pipe T-9 M. J. sizes 4"-24".

2.07 CURB STOPS

Curb stops for 2 inch blow off assemblies or other main line locations shall have inside IPT on both ends. They shall be Mueller Catalog No. B 20283, Ford Catalog No. B11 777, or A.Y. McDonald 6101.

Provide valve boxes, specified elsewhere in these Specifications, with all main line curb stops. Provide #57 stone at all curb stops.

2.08 RETAINER GLANDS

A. Retainer glands shall be ductile iron wedge-type and shall be manufactured in the United States. All retainer glands on the Project shall be the product of a single manufacturer. Wedge-type retainer glands shall be MEGALUG, Series 1100 as manufactured by EBAA Iron, Inc., Uni-flange Series 1400 as manufactured by Ford Meter Box Co., Inc., Stargrip Series 3000 by Star Pipe Products or Sigma One-Lok by Sigma Corp.

B. Retainer glands shall be provided at all mechanical joints, including fittings, valves, hydrants and other locations as shown on the Drawings.

2.09 HYDRANT TEES

Hydrant tees shall be equal to ACIPCO A10180 or U.S. Pipe U 592. Hydrant tees shall be used on all fire hydrants, unless otherwise approved by Owner.

2.10 ANCHOR COUPLINGS

Lengths and sizes shall be as shown on the Drawings. Anchor couplings shall be equal to ACIPCO A 10895 or U.S. Pipe U 591.

2.11 COUPLINGS

Couplings for connecting polyvinyl chloride (PVC) pipe to existing water mains shall be bolted style steel or iron body couplings. Couplings shall be straight or transition configuration as appropriate for connecting to existing water mains. Couplings shall be equal to Ford FC2 or FC3, Rockwell Series 441 or Dresser Style 38.

2.12 CONCRETE

Concrete shall have a compressive strength of not less than 3000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches. For job mixed concrete, submit the concrete mix design for approval by the Owner. Ready mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

2.13 V BIO POLYWRAP

A. Polyethylene Encasement shall be V Bio as approved by DIPRA. This will be required in all locations where ductile iron pipe crosses steel gas mains, where shown on the drawings, or where directed by the Engineer.

B. All ductile iron pipe that cross steel gas mains shall be "poly-wrapped" for a distance of 20 feet either side of the gas main. All areas where the steel gas main is parallel with the ductile iron pipe and comes within 5 feet of the water main shall be brought to the attention of the City of Gainesville inspector. These areas may warrant the need to be wrapped as directed by Gainesville staff.

PART 3 EXECUTION

3.01 EXISTING UTILITIES AND OBSTRUCTIONS

A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the Owner. The Contractor shall call the Utilities Protection Center (UPC) (325 5000 or 1 800 282 7411) as required by Georgia law (Code Section 25 9 1 through 25 9 13) and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site at least 72 hours (three business days) prior to construction to verify the location of the existing utilities.

B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility owners and allow them to locate their facilities according to Georgia law. Field utility locations are valid for only 10 days after original notice. The Contractor shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.
2. Expose the facility, for a distance of at least 200 feet in advance of pipeline construction, to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location at no additional cost to the Owner.
3. Avoid utility damage and interruption by protection with means or methods recommended by the utility owner.
4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Owner an updated copy of the log bi weekly, or more frequently if required.

C. Conflict with Existing Utilities

1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit safe installation of the water main by the use of sheeting, shoring, tying back, supporting, or temporarily suspending service of the parallel or crossing facility. The Contractor may change the proposed alignment of the water main to avoid horizontal conflicts if the new alignment remains within the available right of way or easement, complies with regulatory agency requirements and after a written request to and subsequent approval by the Owner. Where such relocation of the water main is denied by the Owner, the Contractor shall arrange to have the utility, main, or service relocated.
2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed water main does not permit the crossing without immediate or potential future damage to the utility, main, service, or the water main. The Contractor may change the proposed grade of the water main to avoid vertical conflicts if the changed grade maintains adequate cover and complies with regulatory agencies requirements after written request to and subsequent approval by the Owner. Where such relocation of the water main is denied by the Owner, the Contractor shall arrange to have the utility, main, or service relocated.

D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.

E. Water and Sewer Separation:

1. Water mains should maintain a minimum 10 foot edge to edge separation from sewer lines, whether gravity or pressure. If the main cannot be installed in the prescribed easement or right of way and provide the 10 foot separation, the separation may be reduced, provided the bottom of the water main is a minimum of 18 inches above the top of the sewer. Should neither of these two separation criteria be possible, the water main shall be installed below the sewer with a minimum vertical separation of 18 inches.
2. No water main shall pass through, or come in contact with, any part of a sanitary sewer manhole.

3.02 CONSTRUCTION ALONG HIGHWAYS, STREETS AND ROADWAYS

A. Install pipe lines and appurtenances along highways, streets and roadways in accordance with the applicable regulations of, and permits issued by, the Department of Transportation, Hall County and the City of Gainesville with reference to construction operations, safety, traffic control, road maintenance and repair.

B. Traffic Control

1. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the public. Flagmen shall be certified by a Georgia DOT approved training program.
2. Construction traffic control devices and their installation shall be in accordance with the current Manual On Uniform Traffic Control Devices for Streets and Highways.
3. Placement and removal of construction traffic control devices shall be coordinated with the Department of Transportation, Hall County and the City of Gainesville a minimum of 48 hours in advance of the activity.
4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right of way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.
5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.
6. Construction traffic control devices shall be maintained in good repair and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation, Hall County and the City of Gainesville. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.

8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current Manual On Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to insure that they are maintained in the proper position throughout their period of use.

C. Construction Operations

1. Perform all work along highways, streets and roadways to minimize interference with traffic.
2. Stripping: Where the pipe line is laid along road right of way, strip and stockpile all sod, topsoil and other material suitable for right of way restoration.
3. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.
4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.

D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner, which obstructs traffic. Sweep all scattered excavated material off of the pavement in a timely manner.

E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right of way and easement. The Contractor shall take extreme care in moving landscape features and promptly re establishing these features.

G. Maintaining Highways, Streets, Roadways and Driveways

1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the Work.
2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. Running plate edges shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted as specified elsewhere up to the existing pavement surface to provide support for the steel running plates.
3. Furnish a road grader or front end loader for maintaining highways, streets, and roadways. The grader or front end loader shall be available at all times.
4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the Work.

3.03 PIPE DISTRIBUTION

A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.

B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the Contractor is actually working without written permission from the Owner. The Owner reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.

D. No distributed pipe shall be placed inside drainage ditches.

E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge to edge.

3.04 LOCATION AND GRADE

A. The Drawings show the alignment of the water main and the location of valves, hydrants and other appurtenances.

B. Construction Staking

1. The base lines for locating the principal components of the work are shown on the Drawings. Base lines shall be defined as the line to which the location of the water main is referenced, i.e., edge of pavement, road centerline, property line, right of way or survey line. The Contractor shall be responsible for performing all survey work required for constructing the water main, including the establishment of base lines and any detail surveys needed for construction. This work shall include the staking out of permanent and temporary easements to insure that the Contractor is not deviating from the designated easements.

2. The level of detail of survey required shall be that which the correct location of the water main can be established for construction and verified by the Owner. Where the location of components of the water main, e.g. tunnels and fittings, are not dimensioned, the establishment on the location of these components shall be based upon scaling these locations from the Drawings with relation to readily identifiable land marks, e.g., survey reference points, power poles, manholes, etc.

C. Reference Points

1. The Contractor shall take all precautions necessary, which includes, but is not necessarily limited to, installing reference points, in order to protect and preserve the centerline or baseline established by the Owner.

2. Reference points shall be placed, at or no more than three feet, from the outside of the construction easement or right of way. The location of the reference points shall be recorded in a log with a copy provided to the Owner for use, prior to verifying reference point locations. Distances between reference points and the manhole centerlines shall be accurately measured to 0.01 foot.

3. The Contractor shall give the Owner reasonable notice that reference points are set. The reference point locations must be verified by the Owner prior to commencing clearing and grubbing operations.

D. After the Contractor locates and marks the water main centerline or baseline, the Contractor shall perform clearing and grubbing.

E. Construction shall begin at a connection location and proceed without interruption. Multiple construction sites shall not be permitted without written authorization from the Owner for each site.

F. The Contractor shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the cost of re establishment of reference points, base lines, center lines and temporary bench marks as a result of the operations.

G. Survey Cash Allowance: The survey cash allowance is solely for the use of the Owner for verification of the Contractor's reference points, center lines and work performed. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, center lines, temporary bench marks or verifying that the work has been performed accurately.

3.05 LAYING AND JOINTING PIPE AND ACCESSORIES

A. Lay all pipe and fittings to accurately conform to the lines and grades established by the Owner.

B. Pipe Installation

1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings, valves and hydrants shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.

2. All pipe, fittings, valves, hydrants and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Owner, who may prescribe corrective repairs or reject the materials.

3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe containing dirt shall be laid.

4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.

5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

6. It is not mandatory to lay pipe with the bells facing the direction in which work is progressing.

7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade, shall not be permitted.

8. A continuous or properly spliced No. 10 American Wire Gauge (AWG) solid steel core plastic coated tracer wire with a 45-mil jacket and a minimum 30-volt rating. Locator wire shall have a minimum of 2,032 lbs. break load and be blue colored for water line installation. Care shall be taken during backfilling to prevent damaging or cutting of the locator wire. All splices shall be made by using copper wire "U" bolt assemblies and then wrapping with electrical tape. Wire shall be wrapped around pipe such that at least four "wraps" are produced per length of pipe. In lieu of "wrapping", the tracer wire may be strung along the top of pipe provided it is taped to the pipe every 5 feet to insure proper positioning during backfilling.

C. Alignment and Gradient

1. Lay pipe straight in alignment and gradient or follow true curves as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.

2. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.

D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push on, mechanical joint, restrained joint or as approved by the Owner.

E. Joint Assembly

1. Push on, mechanical and flange type joints shall be assembled in accordance with the manufacturer's recommendations.

2. The Contractor shall inspect each pipe joint within 200 feet on either side of main line valves to insure 100 percent seating of the pipe spigot, except as noted otherwise.

F. Cutting Pipe: Cut ductile iron pipe using an abrasive wheel saw. Cut PVC pipe using a suitable saw; remove all burrs and smooth the end before jointing. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location.

G. Valve and Fitting Installation

1. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Defective valves shall be corrected or held for inspection by the Owner. Valves shall be closed before being installed.

2. Valves, fittings, plugs and caps shall be set and joined to the pipe in the manner specified in this Section for cleaning, laying and joining pipe, except that 12 inch and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve. Valves shall be installed in the closed position

3. A valve box shall be provided on each underground valve. They shall be carefully set, centered exactly over the operating nut and truly plumbed. The valve box shall not transmit shock or stress to the valve. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut. This flange shall be set on #57 stone, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe. Extension stems shall be installed where depth of bury places the operating nut in excess of 12 inches beneath finished grade so as to set the top of the operating nut 12 inches below finished grade. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the Owner.

4. A concrete pad shall be required around each valve box, the top flush with the cover as detailed on the Drawings. Precast valve pads will be allowed where approved by the Owner. Precast pads shall not be used on slopes or in ditches. If precast pads are used, the space between the valve box and the opening in the pad shall be filled with grout.

5. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.

6. A valve marker shall be provided for each underground valve. Markers shall be installed with the top protruding 18 inches above the finished grade. A marker shall be located within 20 feet of all valves. One marker may be used to reference the location of more than one valve, provided the valves are within 20 feet of the marker. A valve marker is not required for valves on fire hydrant stems. No marker shall be installed within three feet of direct line of operation of a fire hydrant.
7. Where main line valves are shown on the Drawings adjacent to fire hydrant tees or intersection tees, install the valves no more than four feet from the tee unless shown or specified otherwise.
8. Non-restrained and push-on joints shall not be installed within 15-feet of restrained joints at valves or fittings, unless shown otherwise on the Drawings or approved by the Owner.

I. Hydrant Installation

1. Prior to installation, inspect all hydrants for direction of opening, nozzle threading, operating nut and cap nut dimensions, tightness of pressure containing bolting, cleanliness of inlet elbow, handling damage and cracks. Defective hydrants shall be corrected or held for inspection by the Owner.
2. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the roadway, with pumper nozzle facing the roadway, unless otherwise directed by the Owner.
3. Hydrants shall be set to the established grade, with the centerline of the lowest nozzle at least 12 inches above the ground or as directed by the Owner.
4. Hydrants shall be set with #57 stone placed around hydrant shoe.
5. Hydrants shall be connected to the main as shown on the Drawings.
6. Hydrants shall be located as shown on the Drawings or as directed by the Owner.

3.06 CONNECTIONS TO WATER MAINS

A. Make connections to existing pipe lines as shown on the Drawings.

B. Location: Before laying pipe, locate the points of connection to existing water mains and uncover as necessary for the Owner to confirm the nature of the connection to be made.

C. Interruption of Services: Make connections to existing water mains only when system operations permit. The Owner shall open and close existing valves unless prior approval is given.

D. Tapping Sleeves

1. Prior to attaching the sleeve, the pipe shall be thoroughly cleaned, utilizing a brush and rag, as required.
2. Before performing field machine cut, the water-tightness of the sleeve assembly shall be pressure tested. The interior of the assembly shall be filled with water. An air compressor shall be attached, which will induce a test pressure as specified in this Section. No leakage shall be permitted for a period of five minutes.
3. After attaching the sleeve to an existing main, but prior to making the tap, the interior of the assembly shall be disinfected. All surfaces to be exposed to potable water shall be swabbed or sprayed with a one- percent hypochlorite solution.

E. Connections Using Solid Sleeves: Where connections are shown on the Drawings using solid sleeves, the Contractor shall furnish materials and labor necessary to make the connection to the existing pipe line.

F. Connections Using Couplings: Where connections are shown on the Drawings using couplings, the Contractor shall furnish materials and labor necessary to make the connection to the existing pipe line, including all necessary cutting, plugging and backfill.

3.07 THRUST RESTRAINT

A. Provide restraint at all points where hydraulic thrust may develop.

B. Retainer Glands: Provide retainer glands at all fire hydrants, fittings, valves and elsewhere as shown on the Drawings. Retainer glands shall be installed in accordance with the manufacturer's recommendations, particularly, the required torque of the setscrews. The Contractor shall furnish a torque wrench to verify the torque on all setscrews, which do not have inherent torque indicators.

C. Harnessing

1. Provide harness rods only where specifically shown on the Drawings or directed by the Owner.
2. Harness rods shall be manufactured in accordance with ASTM A 36 and shall have an allowable tensile stress of no less than 22,000 psi. Harness rods shall be hot dip galvanized or field coated with bitumastic before backfilling.
3. Where possible, harness rods shall be installed through the mechanical joint bolt holes. Where it is not possible, provide 90-degree bend eye bolts.
4. Eye bolts shall be of the same diameter as specified in AWWA C111 for that pipe size. The eye shall be welded closed. Where eye bolts are used in conjunction with harness rods, an appropriate size washer shall be utilized with a nut on each end of the harness rod. Eye bolts shall be of the same material and coating as the harness rods.

D. Anchor Couplings

1. Anchor couplings may be used in lieu of retainer glands or harness rods on fire hydrant leads and in addition to concrete blocking.
2. Install anchor couplings in accordance with the manufacturer's recommendations.

E. Hydrants: Hydrants shall be attached to the water main as shown on the Drawings.

F. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements as specified in this Section.

G. Concrete Blocking

1. Provide concrete blocking for all bends, tees, valves, and other points where thrust may develop, except where other exclusive means of thrust restraint are specifically shown on the Drawings.
2. Concrete shall be as specified in this Section.
3. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the Owner. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.

3.08 INSPECTION AND TESTING

A. Pressure and Leakage Test

1. All sections of the water main subject to internal pressure shall be pressure tested in accordance with AWWA C600. A section of main will be considered ready for testing after completion of all thrust restraint and backfilling.
2. Each segment of water main between main valves shall be tested individually.
3. Test Preparation
   a. For water mains less than 24 inches in diameter, flush sections thoroughly at flow velocities, greater than 2.5 feet per second, adequate to remove debris from pipe and valve seats. For water mains 24 inches in diameter and larger, the main shall be carefully swept clean, and mopped if directed by the Owner. Filling and flushing of new lines shall be performed so as to not affect service to existing customers.
   b. Partially operate valves and hydrants to clean out seats.
   c. Provide temporary blocking, bulkheads, flanges and plugs as necessary, to assure all new pipe, valves and appurtenances will be pressure tested.
   d. Before applying test pressure, air shall be completely expelled from the pipeline and all appurtenances. Insert corporation cocks at high points to expel air as main is filled with water as necessary to supplement automatic air valves.
   e. Fill pipeline slowly with water. Provide a suitable pump with an accurate water meter to pump the line to the specified pressure.
   f. The differential pressure across a valve or hydrant shall equal the maximum possible, but not exceed the rated working pressure. Where necessary, provide temporary backpressure to meet the differential pressure restrictions.
   g. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.
4. Test Pressure: Test the pipeline at 250 psi measured at the lowest point for at least two hours. Maintain the test pressure within 5 psi of the specified test pressure for the test duration. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure. Provide an accurate pressure gage with graduation not greater than 5 psi.
5. Leakage
   a. Leakage shall be defined as the sum of the quantity of water that must be pumped into the test section, to maintain pressure within 5 psi of the specified test pressure for the test duration plus water required to return line to test pressure at the end of the test. Leakage shall be the total cumulative amount measured on a water meter.
   b. The Owner assumes no responsibility for leakage occurring through existing valves.
6. Test Results: No test section shall be accepted if the leakage exceeds the limits determined by the following formula:

$$L = \frac{SD\,(P)^{1/2}}{133{,}200}$$

Where:

L = Allowable leakage, in gallons per hour
S = Length of pipe tested, in feet
D = Nominal diameter of the pipe, in inches
P = Average test pressure during the leakage test, in pounds per square inch (gauge)

As determined under Section 4 of AWWA C600.

If the water main section being tested contains lengths of various pipe diameters, the allowable leakage shall be the sum of the computed leakage for each diameter. The leakage test shall be repeated until the test section is accepted. All visible leaks shall be repaired regardless of leakage test results.

7. Completion: After a pipeline section has been accepted, relieve test pressure. Record type, size and location of all outlets on record drawings.

3.09 DISINFECTING PIPELINE

A. After successfully pressure testing each pipeline section, disinfect in accordance with AWWA C651 for the continuous feed method and these Specifications.

B. Specialty Contractor: Disinfection shall be performed by an approved specialty contractor. Before disinfection is performed, the Contractor shall submit a written procedure for approval before being permitted to proceed with the disinfection. This plan shall also include the steps to be taken for the neutralization of the chlorinated water.

C. Chlorination

1. Apply chlorine solution into the new water main. Retain chlorinated water for 24 hours minimum.

2. After 24 hours, the Contractor shall assist the Owner in obtaining samples at every outlet. Samples of water shall contain at least 25 milligrams per liter free chlorine. Re chlorinate if required results are not obtained on all samples.

3. Provide the Owner a minimum 24 hours notice to take samples. Weekends and recognized holidays shall not be included as part of the 24 hour notice.

D. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual. Flush all lines until residual is equal to existing system.

E. Bacteriological Testing: After final flushing and before the main is placed into service, the Contractor shall assist the Owner in collecting samples from the line to have tested for bacteriological quality. Testing shall be performed by the Owner at a laboratory certified by the State of Georgia. Re chlorinate lines until the required results are obtained.

3.10 PROTECTION AND RESTORATION OF WORK AREA

A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.

1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.
4. The Department of Transportation's engineer shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

B. Man Made Improvements: Protect, or remove and replace with the Owner's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the Work.

C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Owner. Any such trees or shrubbery, which must be removed, shall be heeled in and replanted under the direction of an experienced nurseryman.

D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3 inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No stumps, wood piles, or trash piles will be permitted on the work site.

E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the Project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

3.11 ABANDONING EXISTING WATER MAINS

A. General: Abandon in place all existing water main segments indicated on the Drawings to be abandoned. Perform abandonment after the new water main has been placed in service and all water main services have been changed over to the new main. Salvage for the Owner, existing fire hydrants, valve boxes, valve markers, and other materials indicated on the Drawings or located on water mains abandoned.

B. Capping and Plugging: Disconnect by sawing or cutting and removing a segment of existing pipe where cutting and capping or plugging is shown on the Drawings or directed by the Owner. Provide a watertight pipe cap or plug and concrete blocking for restraint to seal off existing mains indicated to remain in service. Seal ends of existing mains to be abandoned with a pipe cap or plug or with a masonry plug and minimum 6 inch cover of concrete on all sides around the end of the pipe. The Contractor shall be responsible for uncovering and verifying the size and material of the existing main to be capped or plugged.

C. Salvaging Materials: Salvage existing fire hydrants, valve boxes, valve markers and other materials as indicated on the Drawings and deliver salvaged items in good condition to the Owner's storage yard located on Bradford Street. Coordinate delivery and placement of salvaged materials in advance with the Owner.

D. Blow Off Piping: Remove existing blow off piping, located on segments of water mains to be abandoned, to a minimum of two feet below finished grade. Seal the end of remaining piping as specified above in paragraph B. Blow off piping removed becomes the property of the Contractor.

E. Pavement Removal and Replacement: Perform any necessary pavement removal and replacement in accordance with the details on the Drawings and Section 02 41 13.13 of these Specifications.

END OF SECTION

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 644/2025

SUBJECT: Approve the award of Task Order #2026-017 Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd - Phase II Realignment Project for Public Works & Utilities to TTL, Inc. of Atlanta, GA, in the amount of $494,216.14.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of Task Order #2026-017 Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd - Phase II Realignment Project for Public Works & Utilities to TTL, Inc. of Atlanta, GA, in the amount of $494,216.14.

History:

This task order was a result of the competitively bid RFQ/P #46-001 Civil Engineering Services, Category C - Construction Management Services.

Facts and Issues:
Based on the firm's experience with wall construction and based on the total cost, we would like to select TTL for this task order.

TTL shows extensive roadway Construction Engineering Inspection (CEI) and Project Management experience with GDOT construction standards and wall construction. The project includes the construction of a long MSE wall and will require expert oversight during construction. The task order price also includes the required material testing for the project.

Options:

Funding Requested $ 494,216.14

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

Approvals:

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

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Task Order #2026-017
Cost Proposal - TTL

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 644/2025

Funds Requested: $ 494,216.14

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	323-SPLOST VII	4971-ENGINEERING	541400-INFRASTRUCTURE	$494,216.14

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: (770) 531-6800 ext. 7851

Task Order #2026-017 BID TAB SUMMARY	Construction Engineering Inspection (CEI) and Construction Project				Civil Engineering Services – Contract #46-001
Bidders	**CDM Smith**	**CROY**	**TTL, Inc,**	**BM&K**	**BCC Eng.**
1. Project Management	$ 41,620.56	$ 267,500.00	$ 41,192.64	$ 92,340.00	$ 370,444.80
2. Const. Project Administration & Inspection	$ 1,049,388.00	$ 532,033.00	$ 453,023.50	$ 389,600.00	$ 952,880.00
3. Document Control System (BCC Eng)					$ 14,680.38
Total Not-to-Exceed:	$ 1,091,008.56	$ 799,533.00	$ 494,216.14	$ 481,940.00	$ 1,338,005.18

BIDS MAILED: 12 HALL: 0
BIDS RECEIVED: 5 (2-NO BIDS) HALL: 0

No Bid: Atlas, Atkinsrealis

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 28, 2025

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 2026-017

Bid/Contract Name: CEI and Construction Project Management Services for White Sulphur Rd – Phase II Realignment Project

Department(s) Requesting Contract: Public Works

Award Recipient Name: TTL Inc.

Contract Description: Civil Engineering Services to perform Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd. – Phase II Realignment Project

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:494,216.14

☐ Product Contract Estimated Amount:

Comment:

Approve the award of Task Order #2026-017 for the White Sulphur Rd, Phase II Realignment Project for Public Works and Utilities to TTL. Inc. of Atlanta, GA, in the amount of $494,216.14.
Based on the firm's experience with wall construction and based on the total cost, we would like to select TTL for this task order.

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FINANCIAL SERVICES
PURCHASING DIVISION

Task Order #2026-017

September 16, 2025

For the provision of

Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd. – Phase II Realignment Project

Demand Services for Civil Engineering Services – Contract #46-001

PROJECT DESCRIPTION

Hall County Public Works Department is issuing this Task Order #2026-017 to Demand Services for Civil Engineering Services to perform Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd. – Phase II Realignment Project in Hall County, GA. The County seeks to award one (1) qualified vendor to complete these Services within a two (2) year period or until final project acceptance.

SCHEDULE OF EVENTS

Release Date: Tuesday, September 16th, 2025.
Pre-bid Site Visit: Bidders are welcome to visit the site at their leisure.
Bidder Questions Due Date: Tuesday, September 23rd, 2025. Send questions to cbarnes@hallcounty.org.
Response to Bidder Questions Due Date: September 25th, 2025.
Bid Due Date: Tuesday, September 30th, 2025, by 2:00pm.
Bidding Process: Bidders must respond with their Task Order proposals via e-mail to cbarnes@hallcounty.org by 2:00pm EST, Tuesday, September 30th, 2025.

Questions: All communications must be directed solely to Connie Barnes, Issuing Officer, at cbarnes@hallcounty.org for questions or clarifications of the TO requirements.

Purpose: It is the County's intention to award one (1) consulting firm for all the Services listed herein. For the purpose of this Task Order the terms "Consultant", "Bidder", "Proposer" and "Firm" are to mean one-and-the-same.

1. Project Understanding:

The White Sulphur Phase II will begin just south of Norfolk Southern Railroad and end just south of SR 365 for a total project length of approximately 0.66 miles. The proposed typical section for White Sulphur Road includes three 11-ft travel lanes (one lane in the southbound direction and two lanes in the northbound direction). The southbound 16-ft wide outside shoulder will include curb and gutter and will have a 10-ft share-use path for approximately 670-ft before transitioning to a 12-ft wide outside shoulder with curb and gutter and a 5-ft sidewalk for the remainder of the project. The northbound outside shoulder will be 10-ft wide with curb and gutter. The Project is currently in the final design phase and right-of-way acquisition. Current Plans are included in Attachment 1 and were designed using GDOT Standards.

2. SCOPE OF WORK:

Task 1 – Project Management

I. The Selected Firm will perform the following project management services:
   a. Oversee, manage, and support the design, construction, and commissioning/closeout of the Project.
   b. Advise and provide strategic and day-to-day oversight and direction to the County.
   c. Prepare and maintain, together with County's staff, a Program Management Plan for use by the project team. This includes establishing communication protocols, and design and process standards.
   d. Develop monthly progress reports that include accomplishments during the most recent reporting period, tracking of issues and action items identified, contract status, and other related information. Monthly reports shall be reviewed as part of the monthly status meetings with the project team.
   e. Coordinate and participate in progress meetings with federal, state, and local agencies, consultants, and contractors, and develop required materials for each meeting.
   f. Develop and manage project schedules and provide budget/cost oversight of all project elements and resources.
   g. Provide assistance to the County with the following:
      i. Permits, regulatory environmental, history, cultural, archaeology, air and noise reviews and /or preparation.
      ii. All planning efforts required for project development, including but not limited to, studies, technical evaluations, assessments, testing, surveys, etc.
      iii. All efforts related to land acquisition, included but not limited to, appraisals and cost to cure reports.
      iv. All efforts related to utility coordination and relocation.
      v. Review of planning and design documents including constructability reviews and compliance with all applicable engineering requirements and standards.

h. Assist the County and/or design consultant with all activities required during the bid phase.
i. Assist in managing consultant/contractor contracts, including but not limited to, preparation and review of amendments/change orders and review of pay requests.
j. Support the County with public outreach efforts, which may include responding to inquiries and complaints.
k. When requested, the Selected Firm shall perform inspections, testing and investigations of construction work.

Task 2 – Construction Project Administration and Inspection

The Selected Firm will provide project administration and coordinate with the assigned County Project Manager. Prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide inspectors and assistance to adequately oversee all work being done on the contract. Before starting work, submit to the County Project Manager a listing of personnel assigned to the project for review and approval. Also, a list of persons with emergency phone numbers should always be supplied to the County Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

Task 2.1 – Construction Bid Support

The Selected Firm will review construction bid documents prior to advertisement and provide bid review of bid submittals and provide support and oversight to the County Selection Committee during the bid solicitation process.

Task 2.2 – Pre-Construction Conference

The Selected Firm will conduct and schedule the Preconstruction Conference with the County, contractor, and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due when they should be submitted and to whom.

Task 2.3 – Construction Progress Meetings

The Selected Firm will prepare the agenda, attend, and conduct meetings with the County personnel, contractor, sub-contractors, utility personnel, and other agencies. Be prepared to discuss recent progress, upcoming events in the schedule, and challenges associated with each project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.

Task 2.4 – Construction Inspection
The Selected Firm will provide inspection services for conformance to approved plans, specifications, special provisions for the Construction Contract to determine that each project within the scope is constructed in conformity with such documents. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the requirements of permits, contract plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify all pay quantities in the case of questions by the County. Prepare an accurate daily diary, signed by the inspector, consisting of:

a. A record of the contractors on the project
b. Their personnel (number and classification)
c. Equipment (number and type or size)
d. Location and work performed by each contractor or subcontractor
e. Events of note on the project
f. Monitor Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan.
g. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
h. Weather, the estimated amount of precipitation, and average temperature. A total rain day schedule should be kept.
i. Any other details that may be important later in the project life.

Task 2.5 – Distribution of Correspondence
The Selected Firm will maintain a copy of all correspondence between the Selected Firm r, contractor, subcontractors, or others concerning matters related to the project in an office file copy for submission with the project Final Records to the County.

Task 2.6 – Shop Drawings
The Selected Firm will prepare Shop Drawing Log and ensure that shop drawings submittal is complete. Selected Firm will be responsible for determining if the EOR and/or the County needs to approve any or all shop drawings submittals. Responsible for processing submittals to the applicable stakeholders for approval. The Engineer of Record and Contractor shall review and stamp all shop drawings indicating general conformance with the contract and plans.

Task 2.7 – Revision to Contract Plans
The Selected Firm will submit to the County Project Manager any revisions to the contract plans or cross-sections for processing. If necessary, Engineer will submit revised contract plans to the County for their review and approval.

Task 2.8 – Monthly Progress Payments
The Selected Firm will document and accurately estimate quantities for Monthly Progress Payments. Test reports will be on file before payment.

Task 2.9 – Contractor's Payroll, Employee Interviews and Contract Compliance
The Selected Firm shall receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Notify the prime contractor of inaccuracies and resolve discrepancies.

Task 2.10 – Project Claims
The Selected Firm will prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

Task 2.11 – Supplemental Agreements/Construction Change Orders, Force Account and VECP
The Selected Firm will notify the County Project Manager of the necessity of any Supplemental Agreements/Construction Change Orders. The Selected Firm will negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County Project Manager. The Selected Firm will negotiate time extensions with Contractor based on Project schedules.

The Selected Firm will develop change orders as approved by the County and, if necessary, present to the Board of Commissioners for their approval.

When necessary, the Selected Firm will submit Value Engineering Change Proposals to the County Project Manager for analysis and distribution to the appropriate division(s).

Task 2.12 – Quality Assurance and Testing for Acceptance
The Selected Firm will perform sampling and testing of component materials and completed work following the Construction Contract documents, as necessary. The minimum sampling frequencies set out in the GDOT Materials Sampling, Testing, and Reporting Guide shall be met. In complying with the guide, the Selected Firm shall provide daily surveillance of the Contractor's Quality Control activities at the project site and, if necessary, perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Selected Firm will be responsible for job control samples determining the acceptability of all materials and completed work items based on either test results or verification of certification, certified mill analysis, DOT label, DOT stamp,

etc. Sampling, testing, and laboratory methods shall be as required by the GDOT's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

Task 2.13 – Reporting
The Selected Firm will ensure that all reporting required by the local, state, and federal agencies for this project are met. The Engineer will submit a compilation of project records to the County after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

Task 2.14 – Reporting
Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing, and documentation, the Selected Firm will work with the Engineer of Record and prepare written certification of compliance.

3. Assumptions:

- Staffing levels per staffing plan transmitted as an attachment to this task order. Deviations will be eligible for adjustment to task order.
- Laboratory costs for materials testing are billed on a "per-test" basis and will be summarized monthly and submitted with applicable documentation for payment.
- Actual monthly billing will be based on staffing and level of effort approved by the County and performed by the CEI team, per submitted time sheets and other backup.

4. Deliverables:

- Construction documentation associated with the activities included in this Task Order, as needed.

5. Project Team and Organization:
The proposed Project team includes the following key members:

Construction Manager:
Office Engineer:
Sr. Construction Inspector:
Construction Inspector:
Roadway Testing Tech:

This is not an exhaustive list and may be adjusted by the Selected Firm as needed.

SCOPE OF WORK:
Construction Engineering Inspection (CEI) and Construction Project Management Services for the White Sulphur Rd. – Phase II Realignment Project in Hall County, GA.

Schedule of Fees: Bidders proposed schedule of fees shall use the staff fully loaded hourly rates as specified in the Demand Services for Civil Engineering Services Contract Agreement (RFQ#46-001), and if accepted, shall be firm and fixed for the initial contract term. Provide a Not-To-Exceed Amount for each task in the Cost Summary Table below.

Task	Budget
1. Project Management	$41,192.64
2. Const. Project Administration & Inspection	$$453,023.50*
Total Not-to-Exceed:	**$**$494,216.14

The Selected Firm/Project Manager reserves the right to reallocate labor hours and the associated budget among the Tasks as necessary in order to achieve the most efficient project delivery.

Total Not-to-Exceed Amount $ $494,216.14

Estimated Time for Completion: 1.5 years

*Additional inspection hours will be negotiated if the construction is longer than the anticipated 18 months.

TTL, Inc.
(Full Legal Corporate Name)

By: Jennifer Harper

Title: Vice President

Print Name: Jennifer Harper

Sworn to and subscribed before me this

17th Day of October, 2025.

Notary Public:

Notary commission expires: Oct 14, 2026

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Jennifer Rivera, County Clerk

STATE OF ALABAMA NOTARY PUBLIC
LYNN SMITH
My Commission Expires
October 14, 2026

Hall County - White Sulphur Road - Phase II

Assumptions: 18 Months Construction

Name	Title	Salary/Hr	Hours	Totals	
Kelvin Mullins	Project Manager	$286.06	144	$41,192.64	1 Day per Month for 18 Months = 144 Hours
Dave Mills	Engineer 3	$193.51	50	$9,675.50	
TBD	CEI Construciton Manager	$117.79	3120	$367,504.80	8 Hours per Day for 18 Months = 3120 Hours*
TBD	CEI Construction Inspector	$84.13	640	$53,843.20	8 Hours per Day for 4 Months = 640 Hours*
Direct Expense	RTT/Testing	NA	NA	$22,000.00	
				$494,216.14	

* Should the contract extend past the 18 months, additional CEI hours will be billed at the negotiated rate.

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 608/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution accepting the donation of 0.036 acres of real property located at White Sulphur Road (Parcel # 8) by the Gainesville and Hall County Development Authority for right-of-way related to the White Sulphur Road Phase II project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JW

Recommendation:
Approve and execute the donation resolution accepting the ROW donation from the Gainesville and Hall County Development Authority for right-of-way related to the White Sulphur Road Phase II project.

Purpose of Request:
Approve and execute the donation resolution accepting the ROW donation from the Gainesville and Hall County Development Authority for right-of-way related to the White Sulphur Road Phase II project.

History:
Gainesville and Hall County Development Authority has agreed to donate required ROW needed for the construction of the White Sulphur Road Phase II project.

Facts and Issues:
Gainesville and Hall County Development Authority has agreed to donate required ROW needed for the construction of the White Sulphur Road Phase II project. As such, an appraisal was not performed for this parcel. However, the cost for this parcel is estimated to be $4,000. No money will be exchanged.

Options:

Funding Requested $ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-23

Approvals:

Submit	Approve	Budget	Finance
JW	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

ROW Donation Resolution - Parcel 8 - WSP2

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION ACCEPTING CERTAIN DEEDED REAL PROPERTY FROM THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY RELATED TO THE WHITE SULPHUR ROAD, PHASE II PROJECT

WHEREAS, the Gainesville and Hall County Development Authority has deeded to Hall County, Georgia (hereinafter referred to as "the County") certain tracts of real property (collectively referred to hereafter as "the Property") which the County has identified as necessary for the construction of the White Sulphur Road – Phase II project. The Property is more particularly described in the deed documents and plats attached hereto as Exhibit "A"; and

WHEREAS, The Gainesville and Hall County Development Authority has provided the County with its original deed to the Property (see Exhibit "A"); and

WHEREAS, Hall County is willing to accept all of the Property described in Exhibit "B" as assets of the County; and

WHEREAS, the Board of Commissioners has determined that a transfer of the Property to Hall County, Georgia would support the general welfare of the citizens of Hall County; and

NOW THEREFORE, on behalf of Hall County, Georgia the Hall County Board of Commissioners accepts the Property as described particularly in the deed and related documents attached hereto as Exhibits "A" and "B", The Board further authorizes the Chairman to sign any and all documents necessary to effectuate this transaction, subject to the review and approval of the County Attorney.

SO RESOLVED this the ____ day of _____, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, David Gibbs

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
County Attorney

Exhibit “A”

HALL COUNTY
RIGHT OF WAY DEED
2875 Browns Bridge Road, Gainesville, GA. 30504

GEORGIA, HALL COUNTY

THIS CONVEYANCE made and executed the 22nd day of September, 2025.

WITNESSETH that **Gainesville and Hall County Development Authority**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in Hall County through which White Sulphur Road, known as White Sulphur Road, Phase II, has been laid out by Hall County being more particularly described in a map and drawing of said road in the office of Hall County, 2875 Browns Bridge Road, Gainesville, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said **Hall County** and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in GMD 403 of Hall County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.036 acres, more or less, as shown on the plat of the property prepared by Hall County dated April 18, 2025; sheets 7 and 10, last revised 7-22-25; said plat attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto Hall County.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 22nd day of September,
2025, in the presence of:

Lisa T Smith
Witness

Lisa R. Graham
Notary Public

LISA R GRAHAM NOTARY PUBLIC COMMISSION EXPIRES OCT. 5, 2025 HALL COUNTY, GA

Gainesville and Hall County Development Authority

By: William Bagwell (L.S.)
Chairman

Attest: [illegible] (L.S.)
Secretary

(L.S.)

EXHIBIT "A"

P. I. NO.:	N/A
PARCEL NO.:	8
COUNTY:	Hall
DATE OF R/W PLANS:	April 18, 2025
REVISION DATE:	Sheet 7, last revised July 22, 2025

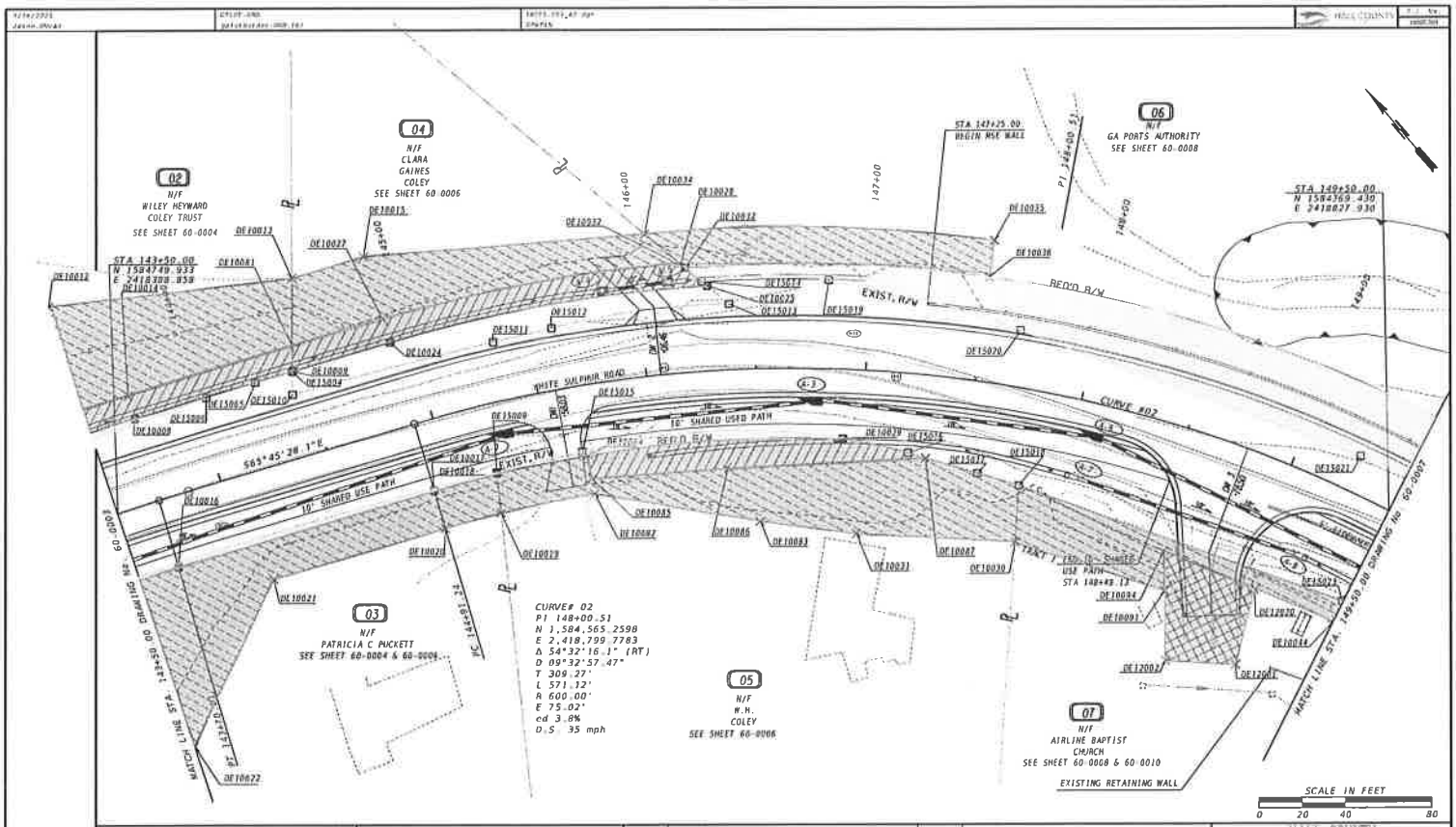
All that tract or parcel of land lying and being in 403 Georgia Militia District of Hall County, Georgia, being more particularly described as follows:

Required Right of Way

Commencing at DE15022, said point being the POINT OF BEGINNING; thence N46.757°E, 28.513 feet, to a point on a curve DE10033, having a radius of 648.000 feet and a central angle of 6.962, thence along the arc of said curve a distance of 78.742 feet, said arc subtended by a chord bearing S16.700°E, a distance of 78.693 feet. thence S79.689°W, 15.783 feet, thence N25.400°W, 64.943 feet. and the POINT OF BEGINNING.

Said tract contains 0.036 acres, more or less.

EXHIBIT "B"



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

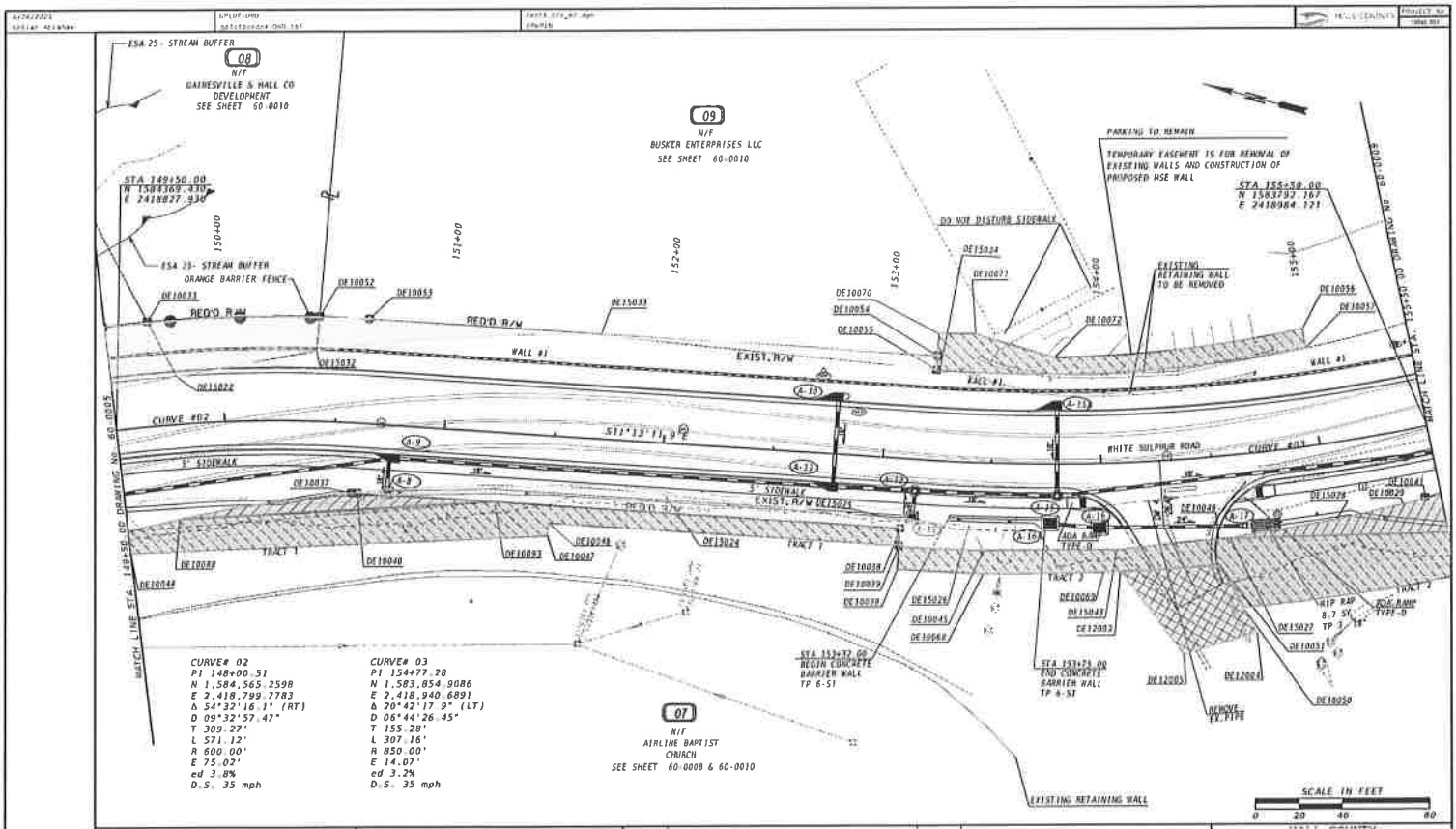
BEGIN LIMIT OF ACCESS ..... BLA
END LIMIT OF ACCESS ..... ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 180SS 001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/15/2025 SM PS OF 17

DRAWING No.
60-0005



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS ..... BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS ..... ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
07/02/25	ADDED NOTE TO PARCEL 9		
09/20/2025	ADDED "DO NOT DISTURB SIDEWALK" NOTE TO PARCEL 9		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO.: NA
LAND DISTRICT: NA
GMD 403 & 411
DATE 04/18/2025 SH 07 OF 17

DRAWING No.
60-0007

PARCEL 07 N/F AIRLINE BAPTIST CHURCH
DE10007 TRACT1 TESMT
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE15018	44.189 R	14778.783	N 1584483.632 E 2418707.612	WHITE SULPHUR RD
	157.165	S29.223°E		
DE15023	46.769 R	14949.300	N 1584352.470 E 2418784.341	WHITE SULPHUR RD

ARC LENGTH = 24.82
CHORD BEAR = S2IL189°E
LNTH CHORD = 24.82
RADIUS = 589.91
DEGREE = 9.705'

DE10058	43.551 R	14976.000	N 1584330.508 E 2418796.063	WHITE SULPHUR RD
	143.502	S19.146°E		
DE10093	32.000 R	15125.000	N 1584194.232 E 2418840.755	WHITE SULPHUR RD
	185.000	S11.220°E		
DE10038	32.000 R	15310.000	N 1584012.768 E 2418876.751	WHITE SULPHUR RD
	8.000	S78.780°W		
DE10039	40.000 R	15310.000	N 1584011.211 E 2418868.904	WHITE SULPHUR RD
	150.001	N11.220°W		
DE10045	40.000 R	15149.999	N 1584168.155 E 2418837.772	WHITE SULPHUR RD
	8.000	S78.766°W		
DE10047	45.000 R	15150.000	N 1584165.558 E 2418831.987	WHITE SULPHUR RD
	189.842	N17.417°W		
DE10044	57.000 R	14950.000	N 1584348.124 E 2418775.062	WHITE SULPHUR RD
	84.081	N28.390°W		
DE10094	57.000 R	14857.000	N 1584423.442 E 2418737.690	WHITE SULPHUR RD
	18.107	S39.390°W		
DE10091	74.000 R	14864.000	N 1584409.442 E 2418726.206	WHITE SULPHUR RD
	71.913	N30.880°W		
DE10039	70.000 R	14782.344	N 1584471.161 E 2418689.298	WHITE SULPHUR RD
	29.011	N44.754°E		
DE15018	44.189 R	14778.783	N 1584483.632 E 2418707.612	WHITE SULPHUR RD

REQD EASMT = 6605.223 SF
REQD EASMT = 0.152 ACRES

PARCEL 07 N/F AIRLINE BAPTIST CHURCH
DE10007 TRACT2 TESMT
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10039	40.000 R	15310.000	N 1584011.211 E 2418868.904	WHITE SULPHUR RD
	38.998	S11.342°E		
DE10045	40.329 R	15347.780	N 1583972.975 E 2418876.574	WHITE SULPHUR RD
	60.834	S15.587°E		
DE15043	39.603 R	15405.689	N 1583914.361 E 2418892.830	WHITE SULPHUR RD
	46.152	S20.921°E		
DE10048	37.521 R	15450.000	N 1583871.243 E 2418909.334	WHITE SULPHUR RD
	105.818	S16.512°E		
DE10073	50.000 R	15550.000	N 1583769.789 E 2418939.409	WHITE SULPHUR RD
	10.000	S83.412°W		
DE10074	60.000 R	15550.000	N 1583765.313 E 2418930.466	WHITE SULPHUR RD
	95.547	S20.559°E		
DE10075	60.000 R	15640.000	N 1583682.201 E 2418977.602	WHITE SULPHUR RD
	141.287	S35.577°E		
DE10049	51.000 R	15781.000	N 1583567.288 E 2419059.802	WHITE SULPHUR RD
	19.000	S58.040°W		
DE10092	70.000 R	15781.012	N 1583557.230 E 2419043.682	WHITE SULPHUR RD
	151.840	N31.925°W		
DE10090	70.000 R	15628.172	N 1583686.103 E 2418963.388	WHITE SULPHUR RD

ARC LENGTH = 185.01
CHORD BEAR = N26.164°W
LNTH CHORD = 184.70
RADIUS = 520.00
DEGREE = 11.228°

DE10050	70.000 R	15458.241	N 1583851.974 E 2418881.948	WHITE SULPHUR RD
	21.859	N46.071°E		
DE10051	50.000 R	15458.099	N 1583867.040 E 2418897.591	WHITE SULPHUR RD
	57.934	N18.182°W		
DE10069	50.000 R	15400.000	N 1583917.335 E 2418881.191	WHITE SULPHUR RD
	55.000	N15.705°W		
DE10068	51.000 R	15348.000	N 1583970.354 E 2418886.224	WHITE SULPHUR RD
	33.557	N11.639°W		
DE10089	51.000 R	15310.000	N 1584009.071 E 2418858.114	WHITE SULPHUR RD
	11.000	N78.780°E		
DE10039	40.000 R	15310.000	N 1584011.211 E 2418868.904	WHITE SULPHUR RD

REQD EASMT = 7493.527 SF
REQD EASMT = 0.172 ACRES

REQD TESMT TRACT 1 = 6605.223 SF
REQD TESMT TRACT 1 = 0.152 ACRES

REQD TESMT TRACT 2 = 7493.527 SF
REQD TESMT TRACT 2 = 0.172 ACRES

TOTAL TESMT = 14098.750 SF
TOTAL TESMT = 0.324 ACRES

PARCEL 07 N/F AIRLINE BAPTIST CHURCH
DE10007 TRACT1 DW ESMT
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10094	57.000 R	14857.000	N 1584423.442 E 2418737.690	WHITE SULPHUR RD
	44.563	S26.407°E		
DE12020	58.610 R	14906.406	N 1584383.440 E 2418757.553	WHITE SULPHUR RD
	35.855	S54.365°W		
DE12001	54.000 R	14913.000	N 1584362.857 E 2418728.195	WHITE SULPHUR RD
	31.674	N45.597°W		
DE12002	104.000 R	14877.000	N 1584385.619 E 2418705.565	WHITE SULPHUR RD
	31.976	N49.201°E		
DE10091	74.000 R	14864.000	N 1584409.442 E 2418726.206	WHITE SULPHUR RD
	18.107	N39.360°E		
DE10094	57.000 R	14857.000	N 1584423.442 E 2418737.690	WHITE SULPHUR RD

REQD EASMT = 1578.091 SF
REQD EASMT = 0.036 ACRES

PARCEL 07 N/F AIRLINE BAPTIST CHURCH
DE10007 TRACT2 DW ESMT
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12003	49.811 R	15407.636	N 1583910.256 E 2418883.514	WHITE SULPHUR RD
	45.482	S18.152°E		
DE10051	50.000 R	15420.000	N 1583867.040 E 2418897.591	WHITE SULPHUR RD
	34.931	S45.071°W		
DE12004	82.000 R	15461.000	N 1583842.805 E 2418872.534	WHITE SULPHUR RD
	34.826	N31.273°W		
DE12005	69.000 R	15432.000	N 1583872.572 E 2418854.455	WHITE SULPHUR RD
	47.587	N37.635°E		
DE12003	49.811 R	15407.636	N 1583910.256 E 2418883.514	WHITE SULPHUR RD

REQD EASMT = 1466.53 SF
REQD EASMT = 0.034 ACRES

PARCEL 08 N/F GAINESVILLE & HALL CO DEVELOPMENT
DE10008 REQD
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE15022	21.866 L	14979.299	N 1584349.172 E 2418858.870	WHITE SULPHUR RD
	28.513	N46.757°E		
DE10033	49.000 L	14966.522	N 1584368.706 E 2418879.640	WHITE SULPHUR RD

ARC LENGTH = 78.74
CHORD BEAR = S16.700°E
LNTH CHORD = 78.69
RADIUS = 648.00
DEGREE = 8.842°

DE10052	48.000 L	15041.431	N 1584293.331 E 2418902.254	WHITE SULPHUR RD
	15.783	S79.689°W		
DE15032	32.238 L	15040.671	N 1584260.506 E 2418886.726	WHITE SULPHUR RD
	54.943	N25.400°W		
DE15022	21.866 L	14979.299	N 1584349.172 E 2418858.870	WHITE SULPHUR RD

REQD R/W = 1561.215 SF
REQD R/W = 0.036 ACRES
REMAINDER = +/- 86 ACRES

PARCEL 09 N/F BUSKER ENTERPRISES LLC
DE10009 REQD
REQD R/W

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE15032	32.238 L	15040.671	N 1584290.506 E 2418886.726	WHITE SULPHUR RD
	15.783	N79.689°E		
DE10052	48.000 L	15041.431	N 1584293.331 E 2418902.254	WHITE SULPHUR RD

ARC LENGTH = 22.60
CHORD BEAR = S12.219°E
LNTH CHORD = 22.60
RADIUS = 648.00
DEGREE = 8.842°

DE10053	48.000 L	15062.362	N 1584271.240 E 2418907.038	WHITE SULPHUR RD
	259.639	S11.220°E		
DE10054	48.000 L	15322.000	N 1584016.563 E 2418957.557	WHITE SULPHUR RD
	6.463	S78.780°W		
DE10055	41.537 L	15322.000	N 1584015.306 E 2418951.218	WHITE SULPHUR RD
	152.895	N9.160°W		
DE15033	47.231 L	15168.211	N 1584167.264 E 2418926.879	WHITE SULPHUR RD

ARC LENGTH = 129.78
CHORD BEAR = N19.046°W
LNTH CHORD = 129.62
RADIUS = 745.01
DEGREE = 7.691°

DE15032	32.238 L	15040.671	N 1584290.506 E 2418886.726	WHITE SULPHUR RD

REQD R/W = 1397.252 SF
REQD R/W = 0.032 ACRES
REMAINDER = +/- 8.2 ACRES

PARCEL 09 N/F BUSKER ENTERPRISES LLC
DE10006 TESMT
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10055	41.537 L	15322.000	N 1584015.306 E 2418951.218	WHITE SULPHUR RD
	16.463	N78.780°E		
DE10070	58.000 L	15322.000	N 1584016.509 E 2418967.366	WHITE SULPHUR RD
	15.762	S14.407°E		
DE10071	58.755 L	15330.980	N 1584002.274 E 2418971.537	WHITE SULPHUR RD
	37.822	S1.196°W		
DE10072	49.000 L	15379.000	N 1583964.460 E 2418970.747	WHITE SULPHUR RD

ARC LENGTH = 113.86
CHORD BEAR = S21.654°E
LNTH CHORD = 113.68
RADIUS = 584.00
DEGREE = 9.815°

DE10056	54.000 L	15500.000	N 1583858.800 E 2419012.697	WHITE SULPHUR RD
	9.247	S68.782°W		
DE10057	44.753 L	15500.000	N 1583855.155 E 2419004.198	WHITE SULPHUR RD

ARC LENGTH = 167.79
CHORD BEAR = N18.387°W
LNTH CHORD = 167.20
RADIUS = 578.68
DEGREE = 9.901°

DE10034	41.480 L	15323.580	N 1584013.826 E 2418951.456	WHITE SULPHUR RD
	1.504	N9.100°W		
DE10055	41.537 L	15322.000	N 1584015.306 E 2418951.218	WHITE SULPHUR RD

REQD EASMT = 1756.844 SF
REQD EASMT = 0.040 ACRES

PARCEL 09 N/F BUSKER ENTERPRISES LLC
DE10009 DWESMT
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12005	50.054 L	15578.000	N 1583781.204 E 2419041.062	WHITE SULPHUR RD
	29.946	N61.534°E		
DE12007	80.000 L	15578.000	N 1583805.482 E 2419067.585	WHITE SULPHUR RD
	58.174	S30.501°E		
DE12008	78.950 L	15641.000	N 1583755.359 E 2419095.911	WHITE SULPHUR RD
	21.143	S38.778°W		
DE12009	60.000 L	15648.000	N 1583738.867 E 2419083.681	WHITE SULPHUR RD
	8.999	S31.923°E		
DE12010	60.000 L	15657.000	N 1583731.230 E 2419088.440	WHITE SULPHUR RD
	9.910	S58.675°W		
DE12011	58.990 L	15657.000	N 1583726.465 E 2419080.793	WHITE SULPHUR RD
	75.959	N31.534°W		
DE12005	50.054 L	15578.000	N 1583781.204 E 2419041.062	WHITE SULPHUR RD

REQD EASMT = 1948.535 SF
REQD EASMT = 0.045 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR. & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS ..... BLA
END LIMIT OF ACCESS ..... ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18005.081
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/16/2025 SH 16 OF 17

P.I. No. / Proj. No.
60-0010

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

Letter of Acknowledgement for Unsolicited Donation

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

COUNTY ENGINEER
Brent Cook, P.E., PTOE, RSP1

DATE: Sept. 22, 2025
NAME: Gainesville and Hall County Development Authority
ADDRESS: _____
CITY: _____
STATE: _____ **ZIP:** _____

PROJECT NO: White Sulphur Road **P.I. NO:** N/A

PARCEL NO: 8

COUNTY/CITY: Hall

This letter is to notify Hall County that we desire to donate a portion of our property as shown on the attached plat for the purpose of the transportation project referenced above and without any compensation for said property from Hall County. I understand under federal and state codes that we are entitled to just and adequate compensation for any required right of way, easements, or any damages to the remainder property, if any. We are voluntarily coming to Hall County without any coercion or pressure to donate our property.

It is understood that should we need an appraisal of fair market value for the donation of the property for tax purposes at a later date, Hall County agrees to produce an appraisal of value of my property as donated. Furthermore, we are willing to execute all the necessary conveyance documents in favor of Hall County. It is understood that we will not incur any expenses related to the execution and recording of documents.

Gainesville and Hall County Development Authority

By: William Bagwell Jr.

Print Name William Bagwell, Jr.; Chairman

Signature

Witness or Notary

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 636/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution accepting the donation of approximately 1.6 acres of temporary construction easement and 0.14 acres of driveway easement located at White Sulphur Road (Parcel #11 & 12) by QuikTrip Corporation for right-of-way related to the White Sulphur Road Phase II project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: JG

Recommendation:
Approve and execute the donation resolution accepting the easement donation (Parcels 11 & 12) from the QuikTrip Corporation for right-of-way related to the White Sulphur Road Phase II project.

Purpose of Request:
Approve and execute the donation resolution accepting the easement donation (Parcels 11 & 12) from the QuikTrip Corporation for right-of-way related to the White Sulphur Road Phase II project.

History:
QuikTrip Corporation has agreed to donate required easements needed for the construction of the White Sulphur Road Phase II project.

Facts and Issues:
QuikTrip Corporation has agreed to donate required easements needed for the construction of the White Sulphur Road Phase II project. As such, an appraisal was not performed for these parcels. However, the cost for these parcels is estimated to be $170,000. No money will be exchanged.

Options:

Funding Requested $ 0.00
Are funds within current budget? No
Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-11-13

Approvals:

Submit	Approve	Budget	Finance
JW	WK	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

ROW Donation Resolution_QuikTrip (Parcels 11 & 12) White Sulphur Phase II

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION ACCEPTING CERTAIN DEEDED REAL PROPERTY FROM THE QUIKTRIP CORPORATION RELATED TO THE WHITE SULPHUR ROAD, PHASE II PROJECT

WHEREAS, QuikTrip Corporation has deeded to Hall County, Georgia (hereinafter referred to as "the County") certain tracts of real property (collectively referred to hereafter as "the Property") which the County has identified as necessary for the construction of the White Sulphur Road – Phase II project. The Property is more particularly described in the deed documents and plats attached hereto as Exhibit "A"; and

WHEREAS, QuikTrip Corporation has provided the County with its original deed to the Property (see Exhibit "A"); and

WHEREAS, Hall County is willing to accept all of the Property described in Exhibit A as assets of the County; and

WHEREAS, the Board of Commissioners has determined that a transfer of the Property to Hall County, Georgia would support the general welfare of the citizens of Hall County; and

NOW THEREFORE, on behalf of Hall County, Georgia the Hall County Board of Commissioners accepts the Property as described particularly in the deed and related documents attached hereto as Exhibit "A", The Board further authorizes the Chairman to sign any and all documents necessary to effectuate this transaction, subject to the review and approval of the County Attorney.

SO RESOLVED this the ____ day of _____, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, David Gibbs

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
County Attorney

Exhibit “A”

HALL COUNTY
RIGHT OF WAY DEED
2875 Browns Bridge Road, Gainesville, GA. 30504

CONSTRUCTION EASEMENT

GEORGIA, HALL COUNTY

THIS CONVEYANCE made and executed the 9TH day of OCTOBER, 2025.

WHEREAS, Hall County Georgia desire to construct Phase II, White Sulphur Road, in Hall County, GA, know as Project No. 18095.001.

NOW, THEREFORE, for value received, QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, does hereby grant to Hall County the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said County may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with roadway or sidewalk elevations, and to construct any required slopes and or driveway within the easement areas shown colored green on the attached plat dated the 18th day of April, 2025 and last revised September 16, 2025. Slopes will remain in place and Hall County will cease to maintain slopes upon completion and final acceptance of the project by Hall County.

Grantor, in addition to the above, hereby expressly grant to Hall County, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by Hall County.

Parcel No. 11

For the same consideration I hereby convey and relinquish to Hall County all rights of access between the proposed highway and approaches thereto on the above numbered project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by Hall County.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

QUIKTRIP CORPORATION,
AN OKLAHOMA CORPORATION

Signed, Sealed and Delivered

_____(L.S.)

This 9th day of October, 2025,

in the presence of: ~~Brandon Forster~~ Makenna Juntti

_____(L.S.)
Notary Public

_____
Witness

MAKENNA JUNTTI
NOTARY
PUBLIC
GWINNETT COUNTY, GEORGIA

My commission expires 4/30/2028

Parcel No. 11

EXHIBIT "A"

PROJECT NO.:	18095.001
PARCEL NO.:	11
COUNTY:	HALL
DATE OF R/W PLANS:	April 18, 2025
REVISION DATE:	Sheets 11, 12 and 15, last revised: August 26, 2025

All that tract or parcel of land lying and being in 411 G.M.D. of Hall County, Georgia, being more particularly described as follows:

Temporary Construction Easement

Granted is the right to construct slopes within the easement area shown on the attached plat.

Beginning at Point number DE12022 which is 41.805 feet right of and opposite Station 163+40.005 of the construction center line of White Sulphur Road. Said point number DE12002 is the POINT OF BEGINNING; thence S25.608°E a distance of 56.378 feet to Point DE10062; said point is 43.702 feet right of and opposite station 163+96.960 on said construction centerline laid out for WHITE SULPHUR RD, running thence S51.882°W a distance of 66.539 feet to Point DE10063; said point is 109.00 feet right of and opposite station 164+10.000 on said construction centerline laid out for WHITE SULPHUR RD; thence S26.371°E a distance of 77.547 feet to point DE12018; said point is 109.00 feet right of and opposite station 164+89.720 on said construction centerline laid out for WHITE SULPHUR RD; thence N80.485°E a distance of 60.434 feet to point DE12021; said point is 50.954 feet right of and opposite station 165+06.885 on said construction centerline laid out for WHITE SULPHUR RD; thence S11.341°E a distance of 100.669 feet to point DE15045; said point is 74.458 feet right of and opposite station 166+06.334 on said construction centerline laid out for WHITE SULPHUR RD; thence S64.798°W a distance of 142.570 feet to point DE12012; said point is 154.483 feet left of and opposite station 12+19.000 on said construction centerline laid out for the proposed QT DW 8; thence N28.168°W a distance of 47.517 feet to point DE12013; said point is 107.00 feet left of and opposite station 12+20.800 on said construction centerline laid out for the proposed QT DW8; thence S64.002°W a distance of 13.400 feet to point DE12024;said point is 107.000 feet left of and opposite station 12+34.200 on said construction centerline laid out for the proposed QT DW8; thence N22.818°W a distance of 18.028 feet to point DE12025; said point is 89.000 feet left of and opposite station 12+33.200 on said construction centerline laid out for the proposed QT DW8; thence N31.221°E a distance of 15.700 feet to point DE12026; said point is 80.500 feet left of and opposite station 12+20.000 on said construction centerline laid out for the proposed QT DW8; thence N25.997°W a distance of 28.000 feet to point DE12027; said point is 52.500 feet left of and opposite station 12+20.000 on said construction centerline laid out for the proposed QT DW8; thence S78.039°W a distance of 30.923 feet to point DE12028; Said point is 45.000 feet left of and opposite station 12+50.000 on said construction centerline laid out for the proposed QT DW8; thence S64.002°W a distance of 110.000 feet to point DE12029; Said point is 45.000 feet left of and opposite station 13+60.000 on said construction centerline laid out for the proposed QT DW8; thence S68.089°W a distance of 56.143 feet to point DE12030; said point is 41.000 feet left of and opposite station 14+16.000 on said construction centerline laid out for the proposed QT DW8; thence S25.997°E a distance of 59.683 feet to point DE12031; Said point is 100.682 feet left of and opposite station 14+16.000 on said construction centerline laid out for the proposed QT DW8; thence S67.393°W a distance of 11.543 feet to point DE12014; Said point is 100.000 feet left of and opposite station 14+27.523 on said construction centerline laid out for the proposed QT DW8; thence N30.822°W a distance of 158.059 feet to point DE12019; Said point is 57.499 feet right of and opposite station 14+40.816 on said construction centerline laid out for the proposed QT DW8; thence N36.524°E a distance of 128.289 feet to point DE10065; Said point is 116.693 feet right of and opposite station 13+27.000 on said construction centerline laid out for the proposed QT DW8; thence N60.605°E a distance of 98.171 feet to Point DE10095; said point is 122.510 feet right of and opposite station 12+29.001 on said construction centerline laid out for the proposed QT DW8; thence N82.705°E a distance of 92.051 feet to Point DE12023; said point is 140.000 feet right of and opposite station 163+50.000 on said construction centerline laid out for WHITE SULPHUR RD; thence N56.446°E a distance of 98.679 feet; back to the point of beginning.

EXHIBIT "A"

PROJECT NO.:	18095.001
PARCEL NO.:	11
COUNTY:	HALL
DATE OF R/W PLANS:	April 18, 2025
REVISION DATE:	Sheets 11, 12 and 15, last revised: August 26, 2025

All that tract or parcel of land lying and being in 411 G.M.D. of Hall County, Georgia, being more particularly described as follows:

Temporary Construction Easement cont.

Said tract contains 1.622 acres more or less.

Said temporary construction easement will expire upon completion and final acceptance of the project by Hall County but no later than 2 years from the date of easement.

Driveway Easement

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said driveway easement expires upon completion and final acceptance of said project by Hall County but no later than 2 years from the date of easement.

Said driveway easement contains 0.137 Acres.

EXHIBIT "B"

1. Drawing Nos. 13-0005 of the Construction Plans and 60-0011 of the Right of Way Plans contains the following plan notes as shown in Exhibit "B-1".
    a. "Signs to be Removed and Relocated"
    b. "Remove Existing Driveway after Construction of Relocated Driveway is Complete"

2. Drawing No. 13-0008 of the Construction Plans and 60-0015 of the Right of Way Plans contains the following plan notes as shown in Exhibit "B-1".
    a. "Sign to be Removed and Relocated"
    b. "Do Not Disturb Existing Structure"
    c. "Tie into Existing Curb and Gutter" and "Tie-In and Transition to Existing Curb"
    d. "Light Pole to be Relocated"

3. Drawing No. 44-0005 of the Water Relocation Plans contains the relocation and replacements of the "2-1.5" SHORT SIDE METER" and contains the plan note "2-1.5" SHORT SIDE METER REPLACEMENTS (COMMERCIAL)- 2-30 LF POLY SERVICE LINES

4. Hall County and its Contractors use of the Temporary and Easement shall not:
    a. Unreasonably interfere with the operations of Owner's fueling station and convenience store located on the subject property.
    b. Disrupt, interfere or take the ingress and egress rights into and out of the subject property as described below.
        i. Existing driveway to be removed "after Construction of Relocated Driveway is Complete" shall remain two-way access, and ingress and egress at said driveway until the new driveway construction is complete. Hall County shall have reasonable access for the purpose of construction and maintenance of the Project during construction.
    c. Hall County shall not store and allow its Contractors to store equipment, materials or vehicles within the Temporary Easement.

5. Hall County and its Contractors shall not store and allow its Contractors to store equipment, materials or vehicles outside the Temporary Easement.

6. To the extent that any curbing outside of the Temporary Easement areas are disturbed or damaged by the construction of the Project, Hall County shall replace or cause its Contractors to replace said disturbed or damaged curb with in-kind curbing.

7. In the event that design or Contractor field changes affecting any and all easements within the property are required during construction, Hall County shall notify the Owner prior to commencement of said construction activity and shall provide the Owner with any revised plan sheets affecting any and all easements within the property.

8. QuikTrip signage relocation and installation will be completed by QuikTrip Corporation.

9. Hall County and its representatives will contact the Owner 90 days prior to final construction completion in the area, so the Owner has ample time to order materials, conduct utility locates if required, and construct desired signage within the property.

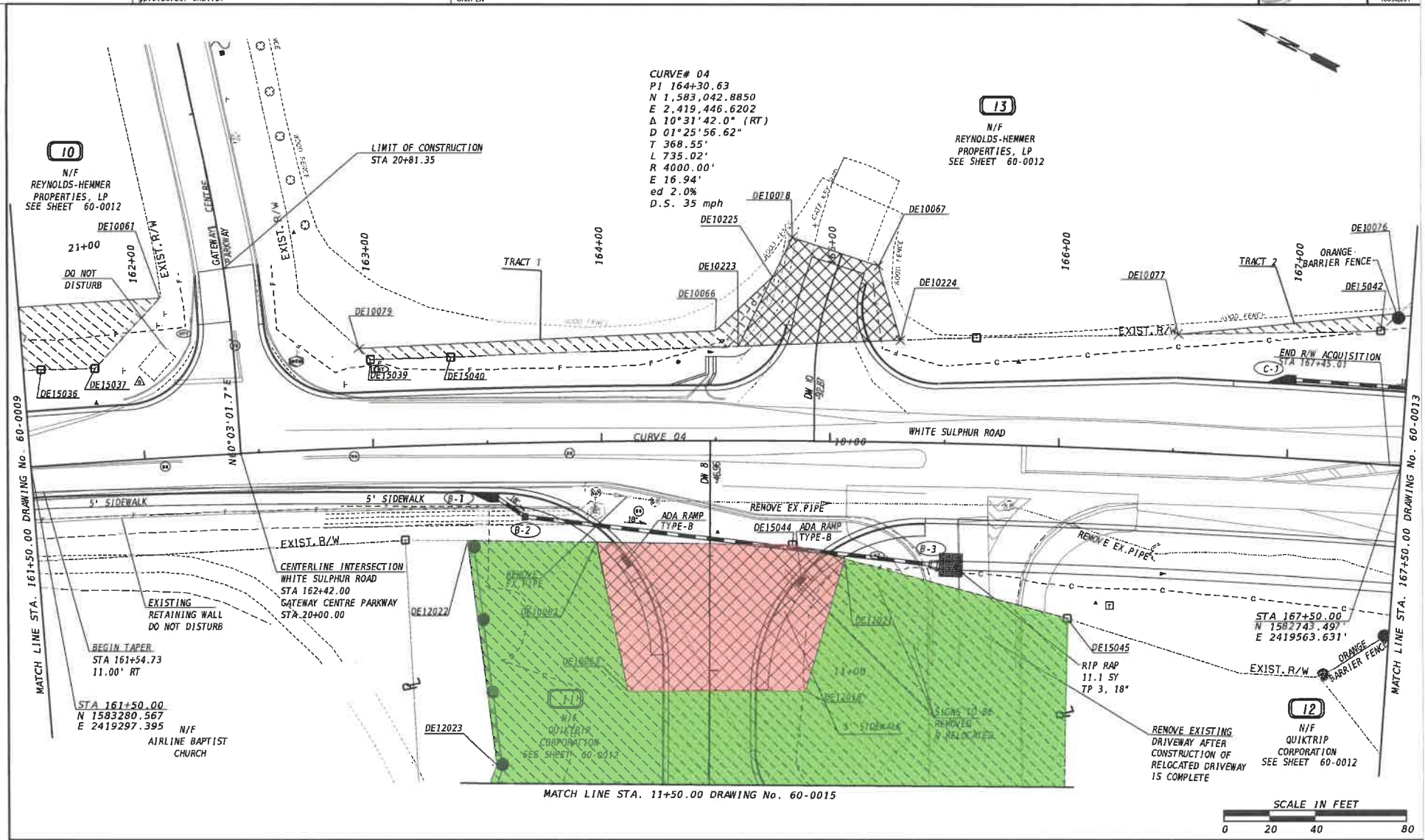
10. Hall County's construction on Parcels 11 and 12 shall proceed in accordance with the Construction, Right of Way, and Utility Plans contained in the Final Plan series dated 9/24/2025.

11. A "Use on Construction" revision will be issued during construction and prior to final completion to address design changes requested by QuikTrip Corporation including the revision of proposed catch basins to curb inlets within the subject property and a revision to the face of curb distance to a minimum of 30 feet as deemed feasible by the Engineer of Record.

12. **Hall County and its representatives will contact the Owner 90 days prior to the start of any construction work on Owner's property associated with project No. 18095.001**

EXHIBIT "B-1"

9/17/2025	GPLOT-ORD	18095.001_60.dgn	HALL COUNTY	PROJECT No.
Leela.Mandala	gplotborder-ORD.tbl	GRWPLN		18095.001



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

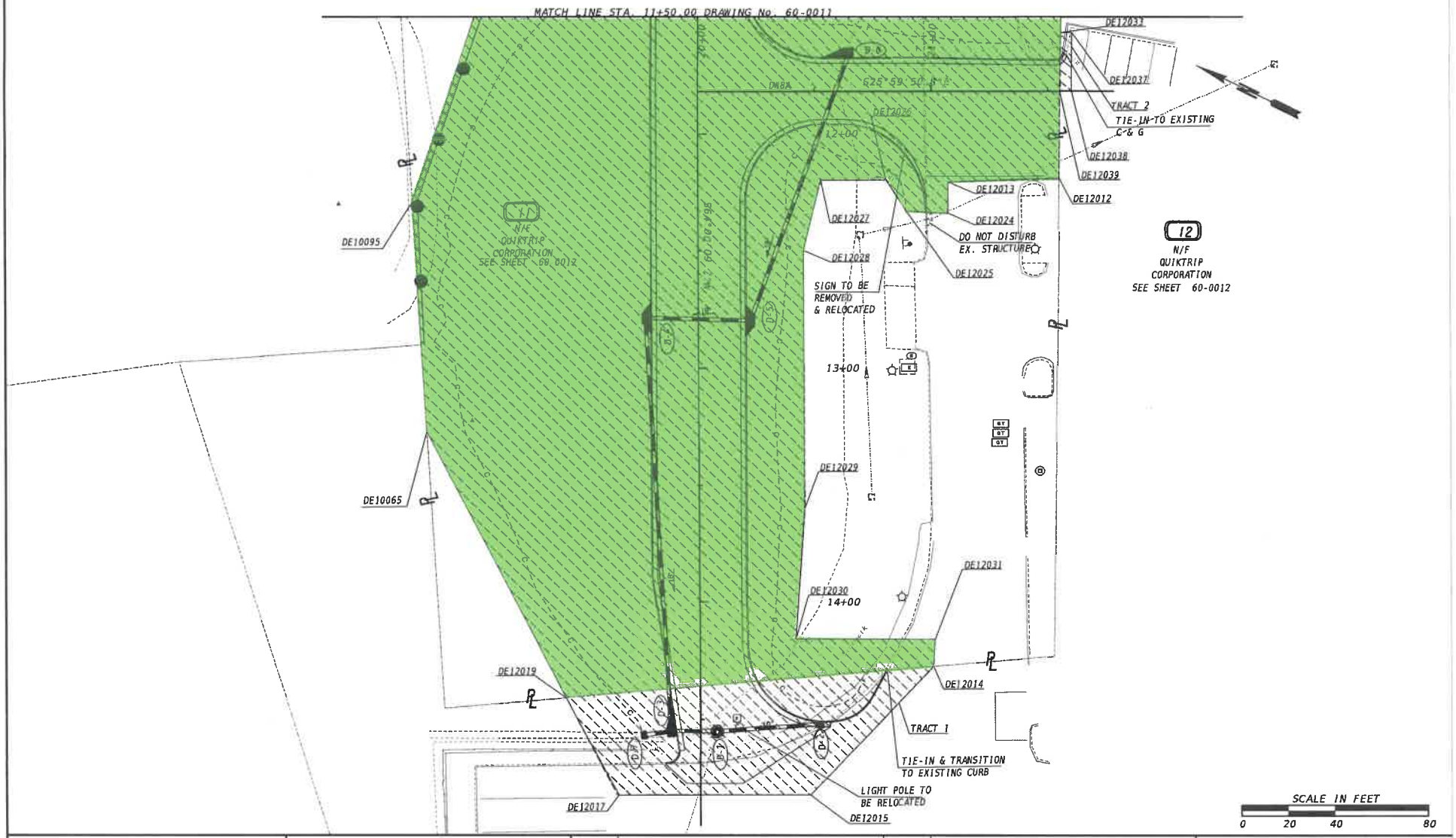
DATE	REVISIONS	DATE	REVISIONS
05/16/2025	REVISED PARCEL 11 TEMP. EASEMENT.		
07/01/2025	REVISED PARCEL 11 & 12 TEMP. AND DRIVEWAY EASEMENT.		
07/10/2025	REVISED PARCEL 13 TEMP. AND DRIVEWAY EASEMENT. REMOVED PERMANENT EASEMENT.		
08/26/2025	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		
09/16/2025	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/16/2025 SH 11 OF 17

DRAWING No. 60-0011

9/17/2025	GPLOT-ORD	18095.001_60.dgn	HALL COUNTY	PROJECT No.
Leela.Mandala	gplotborder-ORD.tbl	GRWPLN		18095.001



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS
5/16/2025	REVISED PARCEL 11 TEMP. EASMT & DW EASMT.		
	REVISED PARCEL 12 DW EASMT.		
7/1/2025	REVISED PARCEL 11 TESMT AND CHANGE DWEASMT TO TESMT.		
	PARCEL 12 CHANGE DWEASMT TO TESMT.		
8/26/2025	REVISED PARCEL 11 & 12 TESMT EASEMENT.		
9/18/2025	REVISED PARCEL 11 & 12 TESMT EASEMENT.		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/18/2025 SH 15 OF 17

DRAWING No.
60-0015

Neblat.Abraham

PARCEL 10 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10010 TESMT
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10058	47.986 L	15978.188	N 1583452.271 E 2419248.090	WHITE SULPHUR RD
	22.412	N68.892°E		
DE10059	70.000 L	15982.384	N 1583460.342 E 2419268.999	WHITE SULPHUR RD
	79.695	S31.925°E		
DE10060	70.000 L	16062.089	N 1583392.702 E 2419311.142	WHITE SULPHUR RD
ARC LENGTH = 151.41				
CHORD BEAR = S30.859°E				
LNTH CHORD = 151.40				
RADIUS = 4070.00				
DEGREE = 01°24'27.9"				
DE10061	70.000 L	16210.894	N 1583262.735 E 2419388.800	WHITE SULPHUR RD
	41.808	N73.683°W		
DE15037	41.128 L	16181.070	N 1583274.481 E 2419348.676	WHITE SULPHUR RD
	23.513	N27.991°W		
DE15036	42.111 L	16157.819	N 1583295.244 E 2419337.640	WHITE SULPHUR RD
	140.481	N29.391°W		
DE15035	47.165 L	16018.474	N 1583417.644 E 2419268.697	WHITE SULPHUR RD
	40.295	N30.758°W		
DE10058	47.986 L	15978.188	N 1583452.271 E 2419248.090	WHITE SULPHUR RD
REQD EASMT = 5577.915 SF				
REQD EASMT = 0.128 ACRES				

PARCEL 12 N/F QUIKTRIP CORPORATION
DE10012 TESMT TRACT 1
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12019	57.342 R	1440.803	N 1582877.659 E 2419018.107	DW8
	158.905	S30.820 °E		
DE12014	101.001 L	1427.444	N 1582741.194 E 2419099.521	DW8
	76.976	N71.448 °W		
DE12015	47.000 L	1482.300	N 1582765.886 E 2419026.545	DW8
	82.000	N25.997 °W		
DE12017	35.000 R	1482.300	N 1582839.388 E 2418990.602	DW8
	47.130	N35.705 °E		
DE12019	57.342 R	1440.803	N 1582877.659 E 2419018.107	DW8
REQD EASMT = 5683.777 SF				
REQD EASMT = 0.130 ACRES				

PARCEL 12 N/F QUIKTRIP CORPORATION
DE10012 TESMT TRACT 2
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12033	25.000 L	2155.347	N 1582810.992 E 2419366.629	DW8A
	4.653	S25.997 °E		
DE12037	25.000 L	2160.000	N 1582806.810 E 2419368.668	DW8A
	25.000	S64.003 °W		
DE12038	0.000 R	2160.000	N 1582795.852 E 2419346.198	DW8A
	5.000	N25.997 °W		
DE12039	0.000 R	2155.000	N 1582800.348 E 2419344.006	DW8A
	25.002	N64.798 °E		
DE12033	25.000 L	2155.347	N 1582810.992 E 2419366.629	DW8A
REQD EASMT = 120.658 SF				
REQD EASMT = 0.003 ACRES				

REQD TESMT TRACT 1 = 5683.777 SF
REQD TESMT TRACT 1 = 0.130 ACRES

REQD TESMT TRACT 2 = 120.658 SF
REQD TESMT TRACT 2 = 0.003 ACRES

TOTAL TESMT = 5804.435 SF
TOTAL TESMT = 0.133 ACRES

PARCEL 11 N/F QUIKTRIP COORPORATION
DE10011 TESMT
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12022	41.805 R	16340.005	N 1583095.303 E 2419353.454	WHITE SULPHUR RD
	56.378	S25.608 °E		
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
	66.539	S51.882 °W		
DE10063	109.000 R	16410.000	N 1583003.389 E 2419325.473	WHITE SULPHUR RD
	77.547	S26.371 °E		
DE12018	109.000 R	16489.720	N 1582933.912 E 2419359.917	WHITE SULPHUR RD
	60.434	N80.485 °E		
DE12021	50.954 R	16506.885	N 1582943.902 E 2419419.519	WHITE SULPHUR RD
	100.669	S11.341 °E		
DE15045	74.458 R	16606.334	N 1582845.199 E 2419439.315	WHITE SULPHUR RD
	142.570	S64.798 °W		
DE12012	154.483 L	1219.000	N 1582784.490 E 2419310.316	DW8
	47.517	N28.168 °W		
DE12013	107.000 L	1220.800	N 1582826.380 E 2419287.885	DW8
	13.400	S64.002 °W		
DE12024	107.000 L	1234.200	N 1582820.506 E 2419275.841	DW8
	18.028	N22.818 °W		
DE12025	89.000 L	1233.200	N 1582837.123 E 2419268.850	DW8
	15.700	N31.221 °E		
DE12026	80.500 L	1220.000	N 1582850.550 E 2419276.988	DW8
	28.000	N25.997 °W		
DE12027	52.500 L	1220.000	N 1582875.716 E 2419264.715	DW8
	30.923	S78.039 °W		
DE12028	45.000 L	1250.000	N 1582869.307 E 2419234.463	DW8
	110.000	S64.002 °W		
DE12029	45.000 L	1360.000	N 1582821.091 E 2419135.593	DW8
	56.143	S68.089 °W		
DE12030	41.000 L	1416.000	N 1582800.140 E 2419083.506	DW8
	59.683	S25.997 °E		
DE12031	100.662 L	1416.000	N 1582746.496 E 2419109.667	DW8
	11.543	S67.393 °W		
DE12014	100.000 L	1427.523	N 1582742.059 E 2419099.011	DW8
	158.059	N30.822 °W		
DE12019	57.499 R	1440.816	N 1582877.794 E 2419018.026	DW8
	128.289	N36.524 °E		
DE10065	116.693 R	1327.000	N 1582980.888 E 2419094.379	DW8
	98.171	N60.605 °E		
DE10095	122.510 R	1229.001	N 1583029.072 E 2419179.912	DW8
	92.051	N82.705 °E		
DE12023	140.000 R	16350.000	N 1583040.761 E 2419271.218	WHITE SULPHUR RD
	98.679	N56.446 °E		
DE12022	41.805 R	16340.005	N 1583095.303 E 2419353.454	WHITE SULPHUR RD
REQD EASMT = 7651.883 SF				
REQD EASMT = 1.822 ACRES				

PARCEL 11 N/F QUIKTRIP COORPORATION
DE10011 DWESMT
REQ'D DW EASMT

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
	85.654	S25.608°E		
DE15044	45.048 R	16483.566	N 1582987.222 E 2419414.842	WHITE SULPHUR RD
	23.784	S11.341°E		
DE12021	50.954 R	16506.885	N 1582943.902 E 2419419.519	WHITE SULPHUR RD
	60.434	S80.485°W		
DE12018	109.000 R	16489.720	N 1582933.912 E 2419359.917	WHITE SULPHUR RD
	77.547	N26.371°W		
DE10063	109.000 R	16410.000	N 1583003.389 E 2419325.473	WHITE SULPHUR RD
	66.539	N51.882°E		
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
REQD EASMT = 5982.003 SF				
REQD EASMT = 0.137 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 DW ESMT
REQ'D DW EASMT

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
	53.155	S89.730 °E		
DE10078	89.000 L	16483.000	N 1583026.269 E 2419535.185	WHITE SULPHUR RD
	39.628	S6.004 °E		
DE10067	77.000 L	16520.000	N 1582987.027 E 2419540.703	WHITE SULPHUR RD
	33.824	S47.249 °W		
DE10224	44.736 L	16530.000	N 1582964.063 E 2419515.870	WHITE SULPHUR RD
	71.034	N28.449 °W		
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
REQD EASMT = 2206.293 SF				
REQD EASMT = 0.051 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 TESMT TRACT 1
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10079	43.475 L	16295.498	N 1583174.892 E 2419407.488	WHITE SULPHUR RD
	156.325	S29.146 °E		
DE10066	48.034 L	16450.000	N 1583038.360 E 2419483.623	WHITE SULPHUR RD
	34.250	S69.491 °E		
DE10225	71.522 L	16474.560	N 1583026.360 E 2419515.702	WHITE SULPHUR RD
	33.672	N89.729 °W		
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
	126.029	N28.452 °W		
DE15040	38.434 L	16335.044	N 1583137.326 E 2419421.988	WHITE SULPHUR RD
	35.066	N27.969 °W		
DE15039	38.614 L	16300.313	N 1583168.297 E 2419405.542	WHITE SULPHUR RD
	6.876	N16.437 °E		
DE10079	43.475 L	16295.498	N 1583174.892 E 2419407.488	WHITE SULPHUR RD
REQD EASMT = 1167.759 SF				
REQD EASMT = 0.027 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 TESMT TRACT 2
EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10077	51.432 L	16650.000	N 1582856.200 E 2419572.065	WHITE SULPHUR RD
	97.548	S31.635 °E		
DE10076	66.375 L	16745.001	N 1582773.146 E 2419623.229	WHITE SULPHUR RD
	11.406	N68.928 °W		
DE15042	58.070 L	16737.302	N 1582777.247 E 2419612.586	WHITE SULPHUR RD
	88.744	N27.168 °W		
DE10077	51.432 L	16650.000	N 1582856.200 E 2419572.065	WHITE SULPHUR RD
REQD EASMT = 337.079 SF				
REQD EASMT = 0.008 ACRES				

REQD TESMT TRACT 1 = 1167.759 SF
REQD TESMT TRACT 1 = 0.027 ACRES

REQD TESMT TRACT 2 = 337.075 SF
REQD TESMT TRACT 2 = 0.008 ACRES

TOTAL TESMT = 1504.834 SF
TOTAL TESMT = 0.035 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
5/10/2025	REVISED PARCEL 11 TEMP. EASMT. & PARCEL 12 DW EASMT. TABLES.		
7/10/2025	REVISED PARCEL 13 TEMP. & DRIVEWAY EASEMENT		
8/26/2026	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		
9/18/2025	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/18/2025 SH 12 OF 17

DRAWING No. 60-0012

HALL COUNTY
RIGHT OF WAY DEED
2875 Browns Bridge Road, Gainesville, GA. 30504

CONSTRUCTION EASEMENT

GEORGIA, HALL COUNTY

THIS CONVEYANCE made and executed the 9TH day of OCTOBER, 2025.

WHEREAS, Hall County Georgia desires to construct Phase II, White Sulphur Road, in Hall County, GA, known as Project No. 18095.001.

NOW, THEREFORE, for value received, QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, does hereby grant to Hall County the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said County may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with roadway or sidewalk elevations, and to construct any required slopes and or driveway within the easement areas shown colored green on the attached plat dated the 18th day of April, 2025 and last revised September 16, 2025. Slopes will remain in place and Hall County will cease to maintain slopes upon completion and final acceptance of the project by Hall County.

Grantor, in addition to the above, hereby expressly grant to Hall County, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by Hall County.

Parcel No. 12

For the same consideration I hereby convey and relinquish to Hall County all rights of access between the proposed highway and approaches thereto on the above numbered project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by Hall County.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

QUIKTRIP CORPORATION,
AN OKLAHOMA CORPORATION

Signed, Sealed and Delivered

_____(L.S.)

This 7th day of October, 2025,

in the presence of: Makenna Juntti

_____(L.S.)
Notary Public

_____(L.S.)
Witness

MAKENNA JUNTTI
NOTARY
PUBLIC
GWINNETT COUNTY, GEORGIA

My Commission Expires 4/30/2028

Parcel No. 12

EXHIBIT "A"

PROJECT NO.:	18095.001
PARCEL NO.:	11
COUNTY:	HALL
DATE OF R/W PLANS:	April 18, 2025
REVISION DATE:	Sheets 12 and 15, last revised: September 16, 2025

All that tract or parcel of land lying and being in 411 G.M.D. of Hall County, Georgia, being more particularly described as follows:

Temporary Construction Easement - Tract 1

Granted is the right to construct slopes within the easement area shown on the attached plat.

Beginning at Point number DE12019 which is 57.342 feet right of and opposite Station 14+40.803 on said construction centerline laid out for the proposed QT DW8; Said point number DE 12019 is the POINT OF BEGINNING; thence S30.820°E a distance of 158.905 feet to Point DE12014; said point is 101.001 feet left of and opposite station 14+27.444 on said construction centerline laid out for the proposed QT DW8; thence N71.448°W a distance of 76.976 feet to point DE 12015; said point is 47.000 feet left of and opposite station 14+82.300 on said construction centerline laid out for the proposed QT DW8; thence N25.997°W a distance of 82.000 feet to point DE 12017; Said point is 35.000 feet right of and opposite station 14+82.300 on said construction centerline laid out for the proposed QT DW8; thence N35.705°E a distance of 47.130 feet back to the point of beginning.

Containing 0.130 acres more or less.

Said temporary construction easement will expire upon completion and final acceptance of the project by Hall County but no later than 2 years from the date of easement.

Temporary Construction Easement – Tract 2

Granted is the right to construct slopes within the easement area shown on the attached plat.

Beginning at Point number DE 12033 which is 25.000 feet left of and opposite Station 21+55.347 on said construction centerline laid out for the proposed QT DW8-A; Said point number DE 12033 is the POINT OF BEGINNING; thence thence S25.997°E a distance of 4.653 feet to point DE 12037; Said point being 25.000 feet left of and opposite station 21+60.000 on said construction centerline laid out for the proposed QT DW8-A; thence S64.003°W a distance of 25.00 feet to Point DE 12038 which is on the on the construction centerline for DW8A at station 21+60.000; thence N25.997°W a distance of 5.000 feet to Point DE 12039 which is on the construction centerline for DW 8A opposite station 21+55.000 on said construction centerline laid out for DW8A; thence N64.798°E a distance of 25.00 feet back to the point of beginning.

Containing 0.003 acres more or less.

Said temporary construction easement will expire upon completion and final acceptance of the project by Hall County but no later than 2 years from the date of easement.

EXHIBIT "B"

1. Drawing Nos. 13-0005 of the Construction Plans and 60-0011 of the Right of Way Plans contains the following plan notes as shown in Exhibit "B-1".
    a. "Signs to be Removed and Relocated"
    b. "Remove Existing Driveway after Construction of Relocated Driveway is Complete"

2. Drawing No. 13-0008 of the Construction Plans and 60-0015 of the Right of Way Plans contains the following plan notes as shown in Exhibit "B-1".
    a. "Sign to be Removed and Relocated"
    b. "Do Not Disturb Existing Structure"
    c. "Tie into Existing Curb and Gutter" and "Tie-In and Transition to Existing Curb"
    d. "Light Pole to be Relocated"

3. Drawing No. 44-0005 of the Water Relocation Plans contains the relocation and replacements of the "2-1.5" SHORT SIDE METER" and contains the plan note "2-1.5" SHORT SIDE METER REPLACEMENTS (COMMERCIAL)- 2-30 LF POLY SERVICE LINES

4. Hall County and its Contractors use of the Temporary and Easement shall not:
    a. Unreasonably interfere with the operations of Owner's fueling station and convenience store located on the subject property.
    b. Disrupt, interfere or take the ingress and egress rights into and out of the subject property as described below.
        i. Existing driveway to be removed "after Construction of Relocated Driveway is Complete" shall remain two-way access, and ingress and egress at said driveway until the new driveway construction is complete. Hall County shall have reasonable access for the purpose of construction and maintenance of the Project during construction.
    c. Hall County shall not store and allow its Contractors to store equipment, materials or vehicles within the Temporary Easement.

5. Hall County and its Contractors shall not store and allow its Contractors to store equipment, materials or vehicles outside the Temporary Easement.

6. To the extent that any curbing outside of the Temporary Easement areas are disturbed or damaged by the construction of the Project, Hall County shall replace or cause its Contractors to replace said disturbed or damaged curb with in-kind curbing.

7. In the event that design or Contractor field changes affecting any and all easements within the property are required during construction, Hall County shall notify the Owner prior to commencement of said construction activity and shall provide the Owner with any revised plan sheets affecting any and all easements within the property.

8. QuikTrip signage relocation and installation will be completed by QuikTrip Corporation.

9. Hall County and its representatives will contact the Owner 90 days prior to final construction completion in the area, so the Owner has ample time to order materials, conduct utility locates if required, and construct desired signage within the property.

10. Hall County's construction on Parcels 11 and 12 shall proceed in accordance with the Construction, Right of Way, and Utility Plans contained in the Final Plan series dated 9/24/2025.

11. A "Use on Construction" revision will be issued during construction and prior to final completion to address design changes requested by QuikTrip Corporation including the revision of proposed catch basins to curb inlets within the subject property and a revision to the face of curb distance to a minimum of 30 feet as deemed feasible by the Engineer of Record.

12. Hall County and its representatives will contact the Owner 90 days prior to the start of any construction work on Owner's property associated with project No. 18095.001

EXHIBIT "B-1"

9/17/2025	GPLOT-GRD	18095.001_60.dgn	HALL COUNTY	PROJECT No.
Leela.Mandala	gplotborder-ORD.tbl	GRMPLN		18095.001



PROPERTY AND EXISTING R/W LINE	-------E-------
REQUIRED R/W LINE	———
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS
5/16/2025	REVISED PARCEL 11 TEMP. EASMT & DW EASMT.		
	REVISED PARCEL 12 DW EASMT.		
7/1/2025	REVISED PARCEL 11 TESMT AND CHANGE DWEASMT TO TESMT.		
	PARCEL 12 CHANGE DWEASMT TO TESMT.		
8/28/2025	REVISED PARCEL 11 & 12 TESMT EASEMENT.		
9/16/2025	REVISED PARCEL 11 & 12 TESMT EASEMENT.		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/18/2025 SH 15 OF 17

DRAWING No. 60-0015

PARCEL 10 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10010 TESMT
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10058	47.986 L	15978.188	N 1583452.271 E 2419248.090	WHITE SULPHUR RD
	22.412	N66.882°E		
DE10059	70.000 L	15982.394	N 1583460.342 E 2419288.999	WHITE SULPHUR RD
	79.695	S31.325°E		
DE10060	70.000 L	16062.089	N 1583392.702 E 2419311.142	WHITE SULPHUR RD
ARC LENGTH = 151.41				
CHORD BEAR = S30.859°E				
LNTH CHORD = 151.40				
RADIUS = 4070.00				
DEGREE = 01°24'27.9"				
DE10061	70.000 L	16210.894	N 1583262.735 E 2419388.800	WHITE SULPHUR RD
	41.808	N73.683°W		
DE15037	41.128 L	16181.070	N 1583274.481 E 2419348.676	WHITE SULPHUR RD
	23.513	N27.991°W		
DE15036	42.111 L	16157.819	N 1583295.244 E 2419337.640	WHITE SULPHUR RD
	140.481	N29.391°W		
DE15035	47.165 L	16018.474	N 1583417.844 E 2419288.697	WHITE SULPHUR RD
	40.295	N30.758°W		
DE10058	47.986 L	15978.188	N 1583452.271 E 2419248.090	WHITE SULPHUR RD
REQD EASMT = 5577.915 SF				
REQD EASMT = 0.128 ACRES				

PARCEL 12 N/F QUIKTRIP CORPORATION
DE10012 TESMT TRACT 1
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12019	57.342 R	1440.803	N 1582877.659 E 2419018.107	DW8
	158.905	S30.820 °E		
DE12014	101.001 L	1427.444	N 1582741.194 E 2419099.521	DW8
	76.976	N71.448 °W		
DE12015	47.000 L	1482.300	N 1582765.686 E 2419026.545	DW8
	82.000	N25.997 °W		
DE12017	35.000 R	1482.300	N 1582839.388 E 2418990.602	DW8
	47.130	N35.705 °E		
DE12019	57.342 R	1440.803	N 1582877.659 E 2419018.107	DW8
REQD EASMT = 5683.777 SF				
REQD EASMT = 0.130 ACRES				

PARCEL 12 N/F QUIKTRIP CORPORATION
DE10012 TESMT TRACT 2
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12033	25.000 L	2155.347	N 1582810.992 E 2419366.629	DW8A
	4.653	S25.997 °E		
DE12037	25.000 L	2160.000	N 1582806.810 E 2419368.668	DW8A
	25.000	S64.003 °W		
DE12038	0.000 R	2160.000	N 1582795.852 E 2419346.198	DW8A
	5.000	N25.997 °W		
DE12039	0.000 R	2155.000	N 1582800.346 E 2419344.006	DW8A
	25.002	N64.798 °E		
DE12033	25.000 L	2155.347	N 1582810.992 E 2419366.629	DW8A
REQD EASMT = 120.656 SF				
REQD EASMT = 0.003 ACRES				

REQD TESMT TRACT 1 = 5683.777 SF
REQD TESMT TRACT 1 = 0.130 ACRES

REQD TESMT TRACT 2 = 120.656 SF
REQD TESMT TRACT 2 = 0.003 ACRES

TOTAL TESMT = 5804.435 SF
TOTAL TESMT = 0.133 ACRES

PARCEL 11 N/F QUIKTRIP COORPORATION
DE10011 TESMT
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE12022	41.805 R	16340.005	N 1583095.303 E 2419353.454	WHITE SULPHUR RD
	56.378	S25.608 °E		
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
	66.539	S51.882 °W		
DE10063	109.000 R	16410.000	N 1583003.389 E 2419325.473	WHITE SULPHUR RD
	77.547	S26.371 °E		
DE12018	109.000 R	16489.720	N 1582933.912 E 2419359.917	WHITE SULPHUR RD
	60.434	N80.485 °E		
DE12021	50.954 R	16506.885	N 1582943.902 E 2419419.519	WHITE SULPHUR RD
	100.669	S11.341 °E		
DE15045	74.458 R	16606.334	N 1582845.199 E 2419439.315	WHITE SULPHUR RD
	142.570	S84.798 °W		
DE12012	154.483 L	1219.000	N 1582784.490 E 2419310.316	DW8
	47.517	N28.168 °W		
DE12013	107.000 L	1220.800	N 1582826.380 E 2419287.885	DW8
	13.400	S64.002 °W		
DE12024	107.000 L	1234.200	N 1582820.508 E 2419275.841	DW8
	18.028	N22.818 °W		
DE12025	89.000 L	1233.200	N 1582837.123 E 2419268.850	DW8
	15.700	N31.221 °E		
DE12026	80.500 L	1220.000	N 1582850.550 E 2419276.988	DW8
	28.000	N25.997 °W		
DE12027	52.500 L	1220.000	N 1582875.716 E 2419264.715	DW8
	30.923	S78.039 °W		
DE12028	45.000 L	1250.000	N 1582869.307 E 2419234.463	DW8
	110.000	S64.002 °W		
DE12029	45.000 L	1360.000	N 1582821.091 E 2419135.593	DW8
	56.143	S68.089 °W		
DE12030	41.000 L	1416.000	N 1582800.140 E 2419083.506	DW8
	59.683	S25.997 °E		
DE12031	100.682 L	1416.000	N 1582746.496 E 2419109.667	DW8
	11.543	S67.393 °W		
DE12014	100.000 L	1427.523	N 1582742.059 E 2419099.011	DW8
	158.059	N30.822 °W		
DE12019	57.499 R	1440.816	N 1582877.794 E 2419018.026	DW8
	128.289	N36.524 °E		
DE10065	116.693 R	1327.000	N 1582980.888 E 2419094.379	DW8
	98.171	N60.605 °E		
DE10095	122.510 R	1229.001	N 1583029.072 E 2419179.912	DW8
	92.051	N82.705 °E		
DE12023	140.000 R	16350.000	N 1583040.761 E 2419271.218	WHITE SULPHUR RD
	98.679	N56.446 °E		
DE12022	41.805 R	16340.005	N 1583095.303 E 2419353.454	WHITE SULPHUR RD
REQD EASMT = 70651.083 SF				
REQD EASMT = 1.622 ACRES				

PARCEL 11 N/F QUIKTRIP COORPORATION
DE10011 DWESMT
REQ'D DW EASMT

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
	85.654	S25.608°E		
DE15044	45.048 R	16483.566	N 1582967.222 E 2419414.842	WHITE SULPHUR RD
	23.784	S11.341°E		
DE12021	50.954 R	16506.885	N 1582943.902 E 2419419.519	WHITE SULPHUR RD
	60.434	S80.485°W		
DE12018	109.000 R	16489.720	N 1582933.912 E 2419359.917	WHITE SULPHUR RD
	77.547	N26.371°W		
DE10063	109.000 R	16410.000	N 1583003.389 E 2419325.473	WHITE SULPHUR RD
	66.539	N51.882°E		
DE10062	43.702 R	16396.960	N 1583044.462 E 2419377.821	WHITE SULPHUR RD
REQD EASMT = 5982.003 SF				
REQD EASMT = 0.137 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 DW ESMT
REQ'D DW EASMT

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
	53.155	S89.730 °E		
DE10078	89.000 L	16483.000	N 1583026.269 E 2419535.185	WHITE SULPHUR RD
	39.626	S8.004 °E		
DE10067	77.000 L	16520.000	N 1582987.027 E 2419540.703	WHITE SULPHUR RD
	33.824	S47.240 °W		
DE10224	44.736 L	16530.000	N 1582964.063 E 2419515.870	WHITE SULPHUR RD
	71.034	N28.449 °W		
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
REQD EASMT = 2206.293 SF				
REQD EASMT = 0.051 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 TESMT TRACT 1
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10079	43.475 L	16295.498	N 1583174.892 E 2419407.488	WHITE SULPHUR RD
	156.325	S29.146 °E		
DE10068	48.034 L	16450.000	N 1583038.380 E 2419483.623	WHITE SULPHUR RD
	34.250	S69.491 °E		
DE10225	71.522 L	16474.560	N 1583026.360 E 2419515.702	WHITE SULPHUR RD
	33.672	N89.729 °W		
DE10223	41.360 L	16459.800	N 1583026.519 E 2419482.031	WHITE SULPHUR RD
	126.029	N26.452 °W		
DE15040	38.434 L	16335.044	N 1583137.326 E 2419421.988	WHITE SULPHUR RD
	35.066	N27.969 °W		
DE15039	38.614 L	16300.313	N 1583168.297 E 2419405.542	WHITE SULPHUR RD
	6.876	N16.437 °E		
DE10079	43.475 L	16295.498	N 1583174.892 E 2419407.488	WHITE SULPHUR RD
REQD EASMT = 1187.759 SF				
REQD EASMT = 0.027 ACRES				

PARCEL 13 N/F REYNOLDS-HEMMER PROPERTIES, LP
DE10013 TESMT TRACT 2
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10077	51.432 L	16650.000	N 1582856.200 E 2419572.065	WHITE SULPHUR RD
	97.548	S31.636 °E		
DE10076	66.375 L	16745.001	N 1582773.146 E 2419623.229	WHITE SULPHUR RD
	11.406	N68.928 °W		
DE15042	58.070 L	16737.302	N 1582777.247 E 2419612.586	WHITE SULPHUR RD
	88.744	N27.168 °W		
DE10077	51.432 L	16650.000	N 1582856.200 E 2419572.065	WHITE SULPHUR RD
REQD EASMT = 337.079 SF				
REQD EASMT = 0.008 ACRES				

REQD TESMT TRACT 1 = 1187.759 SF
REQD TESMT TRACT 1 = 0.027 ACRES

REQD TESMT TRACT 2 = 337.075 SF
REQD TESMT TRACT 2 = 0.008 ACRES

TOTAL TESMT = 1504.834 SF
TOTAL TESMT = 0.035 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
5/16/2025	REVISED PARCEL 11 TEMP. EASMT. & PARCEL 12 DW EASMT. TABLES.		
7/10/2025	REVISED PARCEL 13 TEMP. & DRIVEWAY EASEMENT		
8/26/2026	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		
9/16/2025	REVISED PARCEL 11 & 12 TEMP. EASEMENT.		

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO. 18095.001
COUNTY: 139
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 403 & 411
DATE 04/18/2025 SH 12 OF 17

DRAWING No. 60-0012

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 659/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution accepting certain right-of-way along McKinzey Lane from McKinzey Lane Development LLC, Stephens Road Development LLC, Garry L. English and Gale W. English as well as authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution accepting certain right-of-way along McKinzey Lane from McKinzey Lane Development LLC, Stephens Road Development LLC, Garry L. English and Gale W. English as well as authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

Facts and Issues:
The right-of-way is being dedicated to Hall County to fulfill conditions of zoning and subdivision requirements. Once acquired, the County will pave this gravel road to maintenance standards as part of the Base & Pave program. A petition has been signed by all adjacent property owners in favor of the paving.

Options:

Funding Requested $ 0.00

Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

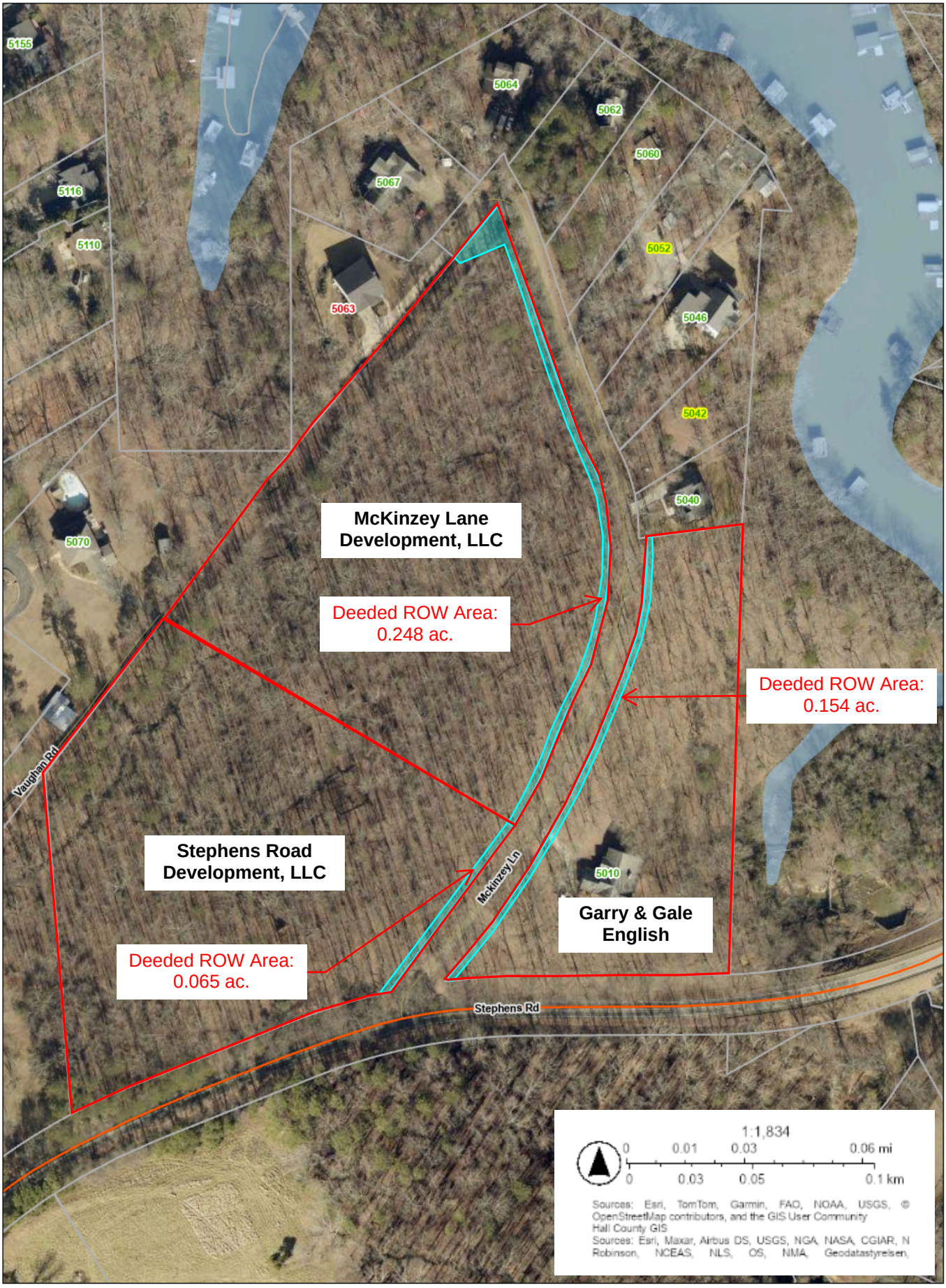
Approvals:

Submit	Approve	Attorney	Administration
JS	JS	JL	CR
Clerk			
JR			

Attachments:

Overall ROW Map
Resolution
ROW Plats

Hall County GIS



11/3/2025 3:12:56 PM

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION ACCEPTING CERTAIN DEEDED RIGHT OF WAY FROM MCKINZEY LANE DEVELOPMENT LLC, STEPHENS ROAD DEVELOPMENT LLC, GARRY L. ENGLISH AND GALE W. ENGLISH

WHEREAS, McKinzey Lane Development LLC, Stephens Road Development LLC, Garry L. English and Gale W. English have in exchange for good and valuable consideration deeded to Hall County certain right of way along McKinzey Lane, Hall County, Georgia (collectively, referred to hereafter as the "ROW") in association with the subdivision of a parcel. The ROW is more particularly described in the deed documents and plats attached hereto as Exhibit "A"; and

WHEREAS, McKinzey Lane Development LLC, Stephens Road Development LLC, Garry L. English and Gale W. English have provided Hall County, Georgia with the ROW Deeds (see Exhibit "A"); and

WHEREAS, Hall County, Georgia is willing to accept the ROW described in Exhibit "A" as an asset of the County; and

WHEREAS, the Board of Commissioners has determined that a transfer of the ROW to Hall County, Georgia would support the general welfare of the citizens of Hall County;

NOW THEREFORE, on behalf of Hall County, Georgia the Hall County Board of Commissioners accepts the ROW as described particularly in the deeds and related documents attached hereto as Exhibit "A", The Board further authorizes the Chairman to sign any and all documents necessary to effectuate this transaction, subject to the review and approval of the County Attorney.

SO RESOLVED this the ____the day of November, 2025.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, David Gibbs

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Exhibit “A”

After recording please return to:
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, GA 30040

Tax Parcel: p/o 08089 001019A

STATE OF GEORGIA
COUNTY OF HALL

eFiled and eRecorded
DATE: 08/11/2025
TIME: 3:21 PM
DEED BOOK: 9703
PAGE: 764 - 767
FILING FEES: $25.00
TRANSFER TAX: $0.00
PT61: 069-2025-005412
RECORDED BY: CH
CLERK: Mark Pettitt
Hall County, GA

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this 11TH day of AUGUST 2025 between **MCKINZEY LANE DEVELOPMENT, LLC** hereinafter called "Grantor", and **HALL COUNTY**, a political subdivision of the state of Georgia, hereafter called "Grantee",

WITNESSETH, That, Grantor, for and in consideration of **TEN DOLLAR ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantees, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land, lying and being in land Lot(s) **89** of the **8th** District, **Flowery Branch GMD 1270** Section of **Hall County, Georgia,** being a portion of **McKinzey Lane,** Hall County, Georgia more particularly described as follows:

SEE EXHIBIT 'A'

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

Name David Parks English, Member
McKinzey Lane Development, LLC

Official Signature David Parks English

Witness By: Garry Lewis English

Garry Lewis English, Manager
McKinzey Lane Development, LLC

Signed, sealed and delivered it the presence of this
11TH day of AUGUST, 2025

Nathan M McClure

Notary Public (SEAL)

My Commission expires: DECEMBER 3. 2026

Nathan M. McClure
NOTARY PUBLIC
FORSYTH COUNTY
STATE OF GEORGIA
My Comm. Expires Dec. 03, 2026

Unofficial Witness

EXHIBIT 'A'

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 89, 8TH DISTRICT, FLOWERY BRANCH GMD 1270, HALL COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE RIGHT-OF-WAY INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STEPHENS ROAD (80' R/W) AND THE NORTHWESTERLY RIGHT-OF-WAY OF MCKINZEY LANE (60' R/W), THENCE ALONG THE NORTHWESTERLY 60' R/W OF McKINZEY LANE, NORTH 39 DEGREES 11 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 122.91 FEET TO A POINT, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 168.25 FEET, WITH A RADIUS OF 1090.00 FEET, WITH A CHORD BEARING OF NORTH 34 DEGREES 45 MINUTES 45 SECONDS EAST, WITH A CHORD LENGTH OF 168.08 FEET,TO AN IPS#4RB, THIS BEING THE TRUE POINT OF BEGINNING,

FROM THE POINT OF BEGINNING:
THENCE CONTINUING ALONG THE PROPOSED 60' R/W OF McKINZEY LANE, WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 157.10 FEET, WITH A RADIUS OF 1090.00 FEET, WITH A CHORD BEARING OF NORTH 26 DEGREES 12 MINUTES 42 SECONDS EAST, WITH A CHORD LENGTH OF 156.96 FEET,TO A POINT;
THENCE NORTH 22 DEGREES 04 MINUTES 58 SECONDS EAST
FOR A DISTANCE OF 93.01 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 265.05 FEET, WITH A RADIUS OF 325.00 FEET, WITH A CHORD BEARING OF NORTH 01 DEGREES 16 MINUTES 49 SECONDS WEST, WITH A CHORD LENGTH OF 257.76 FEET,TO A POINT;
THENCE NORTH 24 DEGREES 38 MINUTES 36 SECONDS WEST
FOR A DISTANCE OF 37.42 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 153.52 FEET, WITH A RADIUS OF 1110.00 FEET, WITH A CHORD BEARING OF NORTH 20 DEGREES 40 MINUTES 52 SECONDS WEST, WITH A CHORD LENGTH OF 153.39 FEET,TO A POINT;
THENCE NORTH 16 DEGREES 43 MINUTES 09 SECONDS WEST
FOR A DISTANCE OF 59.01 FEET TO A POINT;
THENCE NORTH 19 DEGREES 12 MINUTES 34 SECONDS WEST
FOR A DISTANCE OF 44.57 FEET TO AN IPS#4RB;
THENCE SOUTH 70 DEGREES 20 MINUTES 34 SECONDS WEST
FOR A DISTANCE OF 60.17 FEET TO AN IPS#4RB;
THENCE NORTH 49 DEGREES 01 MINUTES 37 SECONDS WEST
FOR A DISTANCE OF 14.58 FEET TO AN IPF#5RB (CAPPED);
THENCE NORTH 40 DEGREES 21 MINUTES 41 SECONDS EAST
FOR A DISTANCE OF 78.19 FEET TO AN IPS#4RB;
THENCE NORTH 40 DEGREES 21 MINUTES 41 SECONDS EAST
FOR A DISTANCE OF 11.60 FEET TO A POINT ON THE OLD 40' R/W OF McKINZEY LANE ;
THENCE ALONG THE OLD 40' R/W OF McKINZEY LANE,
SOUTH 19 DEGREES 12 MINUTES 34 SECONDS EAST

FOR A DISTANCE OF 102.44 FEET TO A POINT;
THENCE SOUTH 16 DEGREES 43 MINUTES 09 SECONDS EAST
FOR A DISTANCE OF 59.23 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 152.13 FEET, WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF SOUTH 20 DEGREES 40 MINUTES 52 SECONDS EAST, WITH A CHORD LENGTH OF 152.01 FEET,TO AN ;
THENCE SOUTH 24 DEGREES 38 MINUTES 36 SECONDS EAST
FOR A DISTANCE OF 37.42 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 273.20 FEET, WITH A RADIUS OF 335.00 FEET, WITH A CHORD BEARING OF SOUTH 01 DEGREES 16 MINUTES 49 SECONDS EAST, WITH A CHORD LENGTH OF 265.69 FEET,TO A POINT;
THENCE SOUTH 22 DEGREES 04 MINUTES 58 SECONDS WEST
FOR A DISTANCE OF 93.01 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 158.51 FEET, WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF SOUTH 26 DEGREES 12 MINUTES 40 SECONDS WEST, WITH A CHORD LENGTH OF 158.37 FEET,TO AN IPS#4RB;
THENCE NORTH 59 DEGREES 49 MINUTES 33 SECONDS WEST
FOR A DISTANCE OF 10.00 FEET TO AN IPS#4RB ON THE PROPOSED 60' R/W OF McKINZEY LANE, THIS BEING THE TRUE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 10,814.706 SQUARE FEET, 0.248 ACRES.

After recording please return to:
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, GA 30040

eFiled and eRecorded
DATE: 08/27/2024
TIME: 9:36 AM
DEED BOOK: 9527
PAGE: 441 - 443
FILING FEES: $25.00
TRANSFER TAX: $0.00
PARTICIPANT ID: 2252090439
PARTICIPANT ID: 7067927936
PT61: 069-2024-005834
RECORDED BY: TH
CLERK: Charles Baker, C.S.C
Hall County, GA

STATE OF GEORGIA
COUNTY OF HALL

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this 26th day of AUGUST 2024 between **STEPHENS ROAD DEVELOPMENT, LLC** hereinafter called "Grantor", and **HALL COUNTY**, a political subdivision of the state of Georgia, hereafter called "Grantee",

WITNESSETH, That, Grantor, for and in consideration of **TEN DOLLAR ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantees, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land, lying and being in land Lot(s) **89** of the **8th** District, **Flowery Branch GMD 1270** Section of **Hall County, Georgia,** being a portion of **McKinzey Lane,** Hall County, Georgia more particularly described as follows:

SEE EXHIBIT 'A'

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

Name Andrew Craig English, Member
Stephens Road Development, LLC

Official Signature _____

Witness By: _____
Garry Lewis English, Manager
Stephens Road Development, LLC

Signed, sealed and delivered it the presence of this
6th day of August, 2024

_____
Notary Public (SEAL)

My Commission expires: 2/14/26

M CRISTINA LOFTON NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 14, 2026

_____
Unofficial Witness

EXHIBIT 'A'

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 89, 8TH DISTRICT, FLOWERY BRANCH GMD 1270, HALL COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE RIGHT-OF-WAY INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STEPHENS ROAD (80' R/W) AND THE NORTHWESTERLY RIGHT-OF-WAY OF MCKINZEY LANE (40' R/W), THIS BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING: THENCE DEPARTING SAID R/W OF MCKINZEY LANE AND ALONG SAID R/W OF STEPHENS ROAD, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 3.54 FEET, A RADIUS OF 618.13 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 11 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 3.54 FEET,
TO A POINT;
THENCE ALONG A CURVE TO THE TO THE LEFT HAVING AN ARC LENGTH OF 13.23 FEET, A RADIUS OF 1120.20 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 40 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 13.23 FEET, TO A POINT; THENCE DEPARTING SAID R/W, NORTH 39 DEGREES 11 MINUTES 04 SECONDS EAST A DISTANCE OF 122.91 FEET
TO A POINT;
THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 168.25 FEET, A RADIUSOF 1090.00 FEET, A CHORD BEARING OF NORTH 34 DEGREES 45 MINUTES 45 SECONDS EAST, AND A CHORD LENGTH OF 168.08 FEET,
TO AN IPS#4RB;
THENCE SOUTH 59 DEGREES 49 MINUTES 33 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT FOUND ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF MCKINZEY LANE;
THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 169.82 FEET, A RADIUS OF 1100.00 FEET, A CHORD BEARING OF SOUTH 34 DEGREES 45 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 169.65 FEET,
TO A POINT;
THENCE SOUTH 39 DEGREES 11 MINUTES 04 SECONDS WEST A DISTANCE OF 109.45 FEET TO A POINT, THIS BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.065 ACRE OR 2,851.744 SQUARE FEET.

STATE OF GEORGIA

COUNTY OF HALL

FILED & RECORDED 06/28/2024 3:15 PM
DEED BOOK 9499 PAGES 397 - 398
FILING FEES: $0.00
RECORDED BY: MB
CLERK: Charles Baker, C.S.C Hall County, GA

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this _28th_ day of **JUNE, 2024** between **Garry L & Gale W English** hereinafter called "Grantor", and **HALL COUNTY**, a political subdivision of the state of Georgia, hereafter called "Grantee",

WITNESSETH, That, Grantor, for and in consideration of **TEN DOLLAR ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantees, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land, lying and being in land Lot(s) **89** of the **8th** District, **Flowery Branch GMD 1270** Section of **Hall County, Georgia,** being a portion of **McKinzey Lane, Hall County, Georgia** more particularly described as follows:

SEE EXHIBIT 'A'

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

Name **Garry L English**

Official Signature Garry L English

Name **Gale W English**

Official Signature Gale W English

Signed, sealed and delivered this 28th day of June, 2024, in the presence of:

Angela L Pate

Notary Public

ANGELA L PATE NOTARY PUBLIC HABERSHAM COUNTY, GA

My Commission expires: 3-16-2026

SEAL

EXHIBIT 'A'

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 89, 8TH DISTRICT, FLOWERY BRANCH GMD 1270, HALL COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE RIGHT-OF-WAY INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STEPHENS ROAD (80' R/W) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MCKINZEY LANE (40' R/W), THIS BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING: THENCE DEPARTING SAID R/W FOR STEPHENS ROAD AND ALONG SAID R/W FOR MCKINZEY LANE, NORTH 39 DEGREES 11 MINUTES 04 SECONDS EAST A DISTANCE OF 64.39 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 340.27 FEET, A RADIUS OF 1140.00 FEET, A CHORD BEARING OF NORTH 30 DEGREES 38 MINUTES 01 SECONDS EAST, AND A CHORD LENGTH OF 339.01 FEET, TO A POINT;
THENCE NORTH 22 DEGREES 04 MINUTES 58 SECONDS EAST A DISTANCE OF 93.01 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 173.70 FEET, A RADIUS OF 375.00 FEET, A CHORD BEARING OF NORTH 08 DEGREES 48 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 172.15 FEET, TO A POINT;
THENCE DEPARTING SAID R/W, NORTH 82 DEGREES 11 MINUTES 09 SECONDS EAST A DISTANCE OF 10.02 FEET TO AN IPS#4RB;
THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 178.91 FEET, A RADIUS OF 385.00 FEET, A CHORD BEARING OF SOUTH 08 DEGREES 46 MINUTES 11 SECONDS WEST, AND A CHORD LENGTH OF 177.31 FEET, TO A POINT;
THENCE SOUTH 22 DEGREES 04 MINUTES 58 SECONDS WEST A DISTANCE OF 93.01 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 343.25 FEET, A RADIUS OF 1150.00 FEET, A CHORD BEARING OF SOUTH 30 DEGREES 38 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 341.98 FEET, TO A POINT;
THENCE SOUTH 39 DEGREES 11 MINUTES 04 SECONDS WEST A DISTANCE OF 53.82 FEET TO A POINT ON THE NORTHERLY R/W OF STEPHENS ROAD;
THENCE ALONG SAID R/W, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 14.55 FEET, A RADIUS OF 616.41 FEET, A CHORD BEARING OF SOUTH 82 DEGREES 37 MINUTES 06 SECONDS WEST, AND A CHORD LENGTH OF 14.55 FEET, TO A POINT, THIS BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.154 ACRES OR 6,701.390 SQUARE FEET.

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

SUBDIVISION SURVEY FOR:

McKINZEY LANE DEVELOPMENT LLC

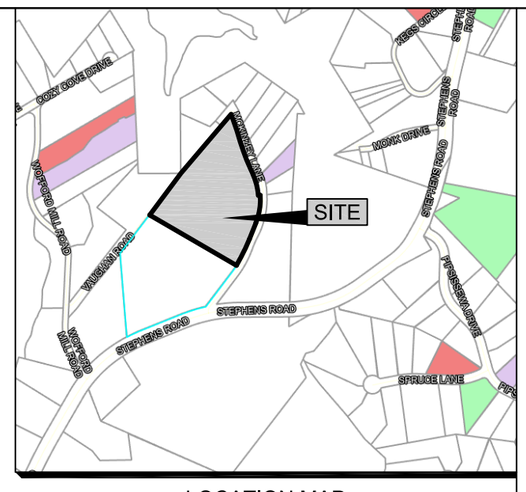
TAX MAP/PARCEL #08089-001019A

PROPERTY AREA = 5.682 ACRES

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA

ZONING: V-C
(VACATION COTTAGE)

DATE: JULY 1, 2025
REVISION DATES:
AUGUST 6, 2025 - SOIL INFO, NOTES, BOC LETTER
AUGUST 26, 2025 - CALLS ALONG R/W DEDICATION



LOCATION MAP
(NOT TO SCALE)

LEGEND
BFE = BASE FLOOD ELEVATION
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
M/P# = TAX MAP / PARCEL NO.
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COR MON = USCOE MONUMENT
RB = REBAR
CTP = CRIMP TOP PIPE
OTP = OPEN TOP PIPE
SQ. ROD = SQUARE ROD
AIF = ANGLE IRON FOUND
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE
WM = WATER METER
WV = WATER VALVE
PP = POWER POLE
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SP = SERVICE POLE
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AC = HVAC UNIT/PAD
TR = TRANSFORMER
CO = SEWER CLEAN-OUT
SB = SEPTIC BUFFER
SS = SANITARY SEWER
MH = MAN HOLE
FFE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
--G-- = GAS LINE
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--SS-- = SANITARY SEWER LINE
--FM-- = SANITARY FORCE MAIN
--T-- = TELEPHONE LINE
--W-- = WATER LINE
--X-- = FENCE LINE

N
GRID-GA WEST

HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McGahee
9/16/2025

Jeff Reichel soils

COUNTY ENGINEERS APPROVED
Lisa Westmorland
9/15/2025
HALL COUNTY, GEORGIA

RECORDING PERMIT
BY Brittany Passmore
HALL COUNTY PLANNING COMMISSION
DATE: 9/15/2025

THIS SURVEY AND IT'S FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY McCLURE SURVEYING, INC. AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY, AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS OF PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PROPERTY OWNER ACKNOWLEDGES THAT ANY SEPTIC SYSTEMS CONFORM TO ALL SETBACK REQUIREMENTS. APPROVAL OF PLAT DOES NOT GUARANTEE THAT THE HALL COUNTY HEALTH DEPARTMENT WILL ISSUE A SEPTIC SYSTEM PERMIT.

STATE WATERS ARE LOCATED ON THIS PROPERTY.

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0281G, HALL COUNTY GEORGIA, DATED 4/4/2018.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

DATE OF SURVEY: APRIL 5, 2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 626,607 FEET ,AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 243,492 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROBOTIC TOTAL STATION, TS12.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13139C0281G, DATED 4-4-18.

NOTES & REFERENCES
1. TAX MAP/PARCEL #08089-001019A
2. PARCEL IS ZONED V-C
   FRONT - 30 FEET
   SIDE - 10 FEET
   REAR - 20 FEET
3. DEED BOOK 9233 PAGE 2
4. PLAT BOOK 23 PAGE 106
5. PLAT BOOK 96 PAGE 246
6. PLAT BOOK 416 PAGE 249A
7. PLAT BOOK 885 PAGE 452
8. EACH NEW LOT CORNER WILL BE SET WITH AN IPS#4RB.
9. ALL LOTS TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS PERMITTED BY HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
10. PUBLIC WATER IS AVAILABLE TO THIS PROPERTY.

OWNERS, OCCUPANTS, AND USERS OF PROPERTY SHOWN ON THIS PLAT ARE HEREBY INFORMED OF THE IMPACTS ASSOCIATED WITH NORMAL FARMING PRACTICES WHICH MAY TAKE PLACE ON ADJACENT AND NEARBY PROPERTY INCLIDING, BUT NOT LIMITED TO, NOISE, ODORS, DUST, THE OPERATION OF MACHINERY OF ANY KIND, THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION OF FERTILIZERS, HERBICIDES, AND PESTICIDES. THEREFORE, OWNERS, OCCUPANTS, AND USERS OF THE PROPERTY SHOWN ON THIS PLAT SHOULD BE PREPARED TO EXPECT THE EFFECTS OF SUCH PRACTICES.

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY, OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

_____
HALL COUNTY PLANNING DEVELOPMENT DATE

_____
HALL COUNTY ENGINEERING DEPARTMENT DATE

_____
HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT DATE

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

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Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

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Casey Ramsey

COUNTY CLERK
Jennifer Rivera

Hall County Government
BOARD OF COMMISSIONERS

May 23, 2025

McKinzey Lane Development, LLC
Attn: Garry L. English
5010 McKinzey Lane
Flowery Branch, GA 30542

RE: **Zoning Application**

Dear Garry L. English:

Please be advised that in its Voting Meeting on May 22, 2025, the Hall County Board of Commissioners voted to approve the following application with conditions.

0 McKinzey Lane | Special Use | Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A **| Proposed Use: 6-lot subdivision** | Commission District 2 **| Garry L. English, applicant**

Conditions:

1. The property shall be developed in accordance with the site plan dated February 21, 2025, and as described in the project narrative dated February 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property may be subdivided into a maximum of six (6) single-family residential lots in accordance with the requirements of the Vacation Cottage (V-C) zoning district as detailed in Section 4.1 and Table 4.1.1.1 of the Unified Development Code of Hall County.
3. The developer shall be responsible for all costs and plans required to improve McKinzey Lane in order to provide appropriate fire apparatus access roads with an unobstructed width of not less than 20 feet exclusive of shoulders, and to provide an approved area for turning around fire apparatus.
4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments, including but not limited to, Environmental Health, the Fire Marshal, and Hall County Engineering.
5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

www.hallcounty.org

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Beth Garmon, Planning & Zoning Director

SUBDIVISION SURVEY FOR:

McKINZEY LANE DEVELOPMENT LLC

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JULY 1, 2025
REVISION DATE: AUGUST 6, 2025

TOTAL = 5.731 ACRES
249,642.949 SQUARE FEET

OWNER INFO:.
McKINZEY LANE DEVELOPMENT LLC
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

Surveyor's Certificate
"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By: _____
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176 PAGE 1/2

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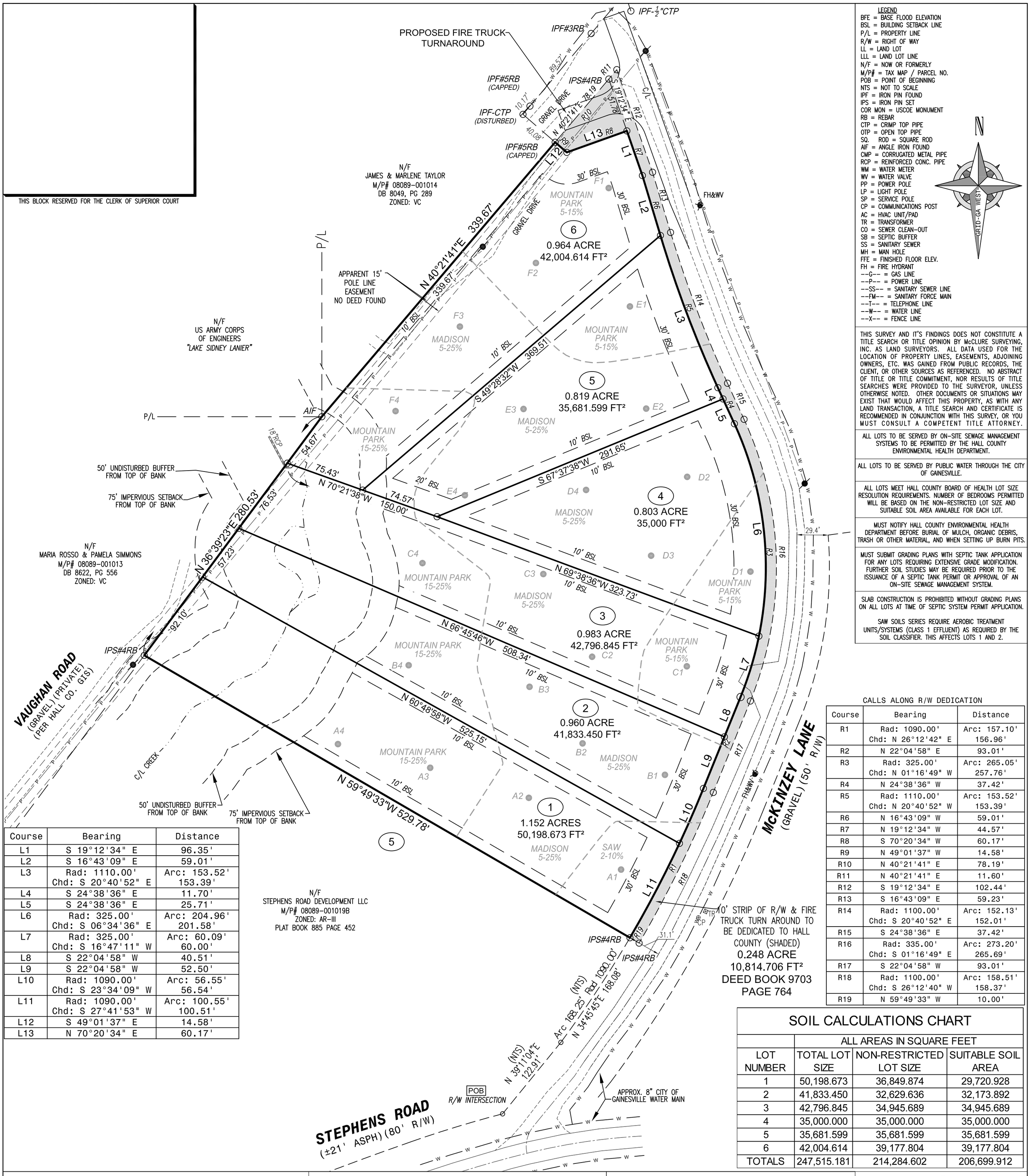

Course	Bearing	Distance
L1	S 19°12'34" E	96.35'
L2	S 16°43'09" E	59.01'
L3	Rad: 1110.00' Chd: S 20°40'52" E	Arc: 153.52' 153.39'
L4	S 24°38'36" E	11.70'
L5	S 24°38'36" E	25.71'
L6	Rad: 325.00' Chd: S 06°34'36" E	Arc: 204.96' 201.58'
L7	Rad: 325.00' Chd: S 16°47'11" W	Arc: 60.09' 60.00'
L8	S 22°04'58" W	40.51'
L9	S 22°04'58" W	52.50'
L10	Rad: 1090.00' Chd: S 23°34'09" W	Arc: 56.55' 56.54'
L11	Rad: 1090.00' Chd: S 27°41'53" W	Arc: 100.55' 100.51'
L12	S 49°01'37" E	14.58'
L13	N 70°20'34" E	60.17'

LEGEND

BFE = BASE FLOOD ELEVATION
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
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ALL LOTS TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS TO BE PERMITTED BY THE HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

ALL LOTS TO BE SERVED BY PUBLIC WATER THROUGH THE CITY OF GAINESVILLE.

ALL LOTS MEET HALL COUNTY BOARD OF HEALTH LOT SIZE RESOLUTION REQUIREMENTS. NUMBER OF BEDROOMS PERMITTED WILL BE BASED ON THE NON-RESTRICTED LOT SIZE AND SUITABLE SOIL AREA AVAILABLE FOR EACH LOT.

MUST NOTIFY HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT BEFORE BURIAL OF MULCH, ORGANIC DEBRIS, TRASH OR OTHER MATERIAL, AND WHEN SETTING UP BURN PITS.

MUST SUBMIT GRADING PLANS WITH SEPTIC TANK APPLICATION FOR ANY LOTS REQUIRING EXTENSIVE GRADE MODIFICATION. FURTHER SOIL STUDIES MAY BE REQUIRED PRIOR TO THE ISSUANCE OF A SEPTIC TANK PERMIT OR APPROVAL OF AN ON-SITE SEWAGE MANAGEMENT SYSTEM.

SLAB CONSTRUCTION IS PROHIBITED WITHOUT GRADING PLANS ON ALL LOTS AT TIME OF SEPTIC SYSTEM PERMIT APPLICATION.

SAW SOILS SERIES REQUIRE AEROBIC TREATMENT UNITS/SYSTEMS (CLASS 1 EFFLUENT) AS REQUIRED BY THE SOIL CLASSIFIER. THIS AFFECTS LOTS 1 AND 2.

CALLS ALONG R/W DEDICATION

Course	Bearing	Distance
R1	Rad: 1090.00' Chd: N 26°12'42" E	Arc: 157.10' 156.96'
R2	N 22°04'58" E	93.01'
R3	Rad: 325.00' Chd: N 01°16'49" W	Arc: 265.05' 257.76'
R4	N 24°38'36" W	37.42'
R5	Rad: 1110.00' Chd: N 20°40'52" W	Arc: 153.52' 153.39'
R6	N 16°43'09" W	59.01'
R7	N 19°12'34" W	44.57'
R8	S 70°20'34" W	60.17'
R9	N 49°01'37" W	14.58'
R10	N 40°21'41" E	78.19'
R11	N 40°21'41" E	11.60'
R12	S 19°12'34" E	102.44'
R13	S 16°43'09" E	59.23'
R14	Rad: 1100.00' Chd: S 20°40'52" E	Arc: 152.13' 152.01'
R15	S 24°38'36" E	37.42'
R16	Rad: 335.00' Chd: S 01°16'49" E	Arc: 273.20' 265.69'
R17	S 22°04'58" W	93.01'
R18	Rad: 1100.00' Chd: S 26°12'40" W	Arc: 158.51' 158.37'
R19	N 59°49'33" W	10.00'

SOIL CALCULATIONS CHART

LOT NUMBER	ALL AREAS IN SQUARE FEET: TOTAL LOT SIZE	NON-RESTRICTED LOT SIZE	SUITABLE SOIL AREA
1	50,198.673	36,849.874	29,720.928
2	41,833.450	32,629.636	32,173.892
3	42,796.845	34,945.689	34,945.689
4	35,000.000	35,000.000	35,000.000
5	35,681.599	35,681.599	35,681.599
6	42,004.614	39,177.804	39,177.804
TOTALS	247,515.181	214,284.602	206,699.912

SUBDIVISION SURVEY FOR:

McKINZEY LANE DEVELOPMENT LLC

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JULY 1, 2025
REVISION DATE: AUGUST 5, 2025

TOTAL = 5.682 ACRES
247,515.182 SQUARE FEET

OWNER INFO:.
McKINZEY LANE DEVELOPMENT LLC
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

Surveyor's Certificate
"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By:
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176 PAGE 2/2

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SUBDIVISION SURVEY FOR:

GARRY & GALE ENGLISH

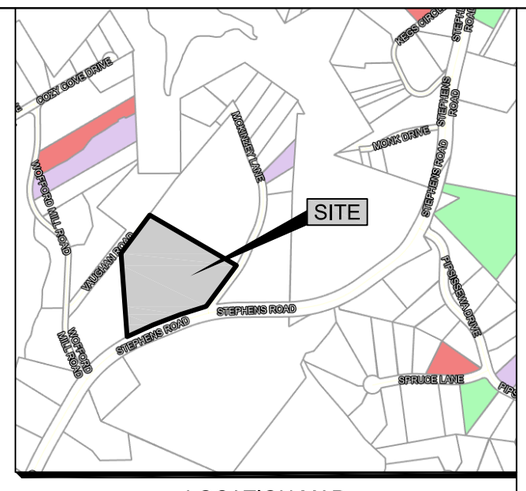
TAX MAP/PARCEL #08089-001019B

PROPERTY AREA = 5.541 ACRES

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA

ZONING: V-C
(VACATION COTTAGE)

DATE: JANUARY 18, 2024
REVISION DATES:
1) JULY 9, 2024 (HALL CO. COMMENTS)
2) AUGUST 23, 2024 (LOT LAYOUT & SOIL CHART)
3) AUGUST 28, 2024 (R/W DEED INFORMATION)



LOCATION MAP
(NOT TO SCALE)

LEGEND
BFE = BASE FLOOD ELEVATION
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
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LLL = LAND LOT LINE
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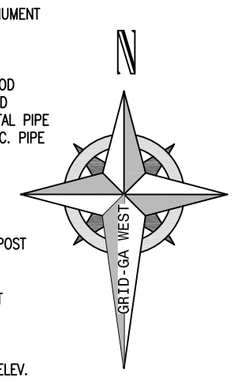

HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McGahee
9/5/2024

Jeff Reichel Soils

RECORDING PERMIT

BY **Brittany Passmore**
HALL COUNTY PLANNING COMMISSION
DATE: 9/5/2024

COUNTY ENGINEERS APPROVED
Jason Skarda
9/5/2024
HALL COUNTY, GEORGIA

OWNERS, OCCUPANTS, AND USERS OF PROPERTY SHOWN ON THIS PLAT ARE HEREBY INFORMED OF THE IMPACTS ASSOCIATED WITH NORMAL FARMING PRACTICES WHICH MAY TAKE PLACE ON ADJACENT AND NEARBY PROPERTY INCLIDING, BUT NOT LIMITED TO, NOISE, ODORS, DUST, THE OPERATION OF MACHINERY OF ANY KIND, THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION OF FERTILIZERS, HERBICIDES, AND PESTICIDES. THEREFORE, OWNERS, OCCUPANTS, AND USERS OF THE PROPERTY SHOWN ON THIS PLAT SHOULD BE PREPARED TO EXPECT THE EFFECTS OF SUCH PRACTICES.

SURVEYORS CERTIFICATION

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_____
HALL COUNTY PLANNING DEVELOPMENT DATE

_____
HALL COUNTY ENGINEERING DEPARTMENT DATE

_____
HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT DATE

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

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Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

Hall County Government
BOARD OF COMMISSIONERS

April 24, 2024

Stephens Road Development, LLC
Attn: Garry L. English
5010 McKinzey Lane
Flowery Branch, GA 30542

RE: **Use Subject Application**

Dear Garry L. English:

Please be advised that in its Voting Meeting on April 23, 2024, the Hall County Board of Commissioners voted to approve the following application with conditions.

0 McKinzey Lane | Use Subject to County Commission Approval | 17.50.040.K Minor Subdivisions | on a 5.63± acre tract located on the west side of McKinzey Lane, at its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019B | **Proposed Use: 6-lot subdivision** | Commission District 2 | **Garry L. English, applicant**

Conditions:

1. The property shall be developed in accordance with the site plan dated March 14, 2024 and as described in the project narrative dated January 19, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The subject property shall be subdivided into a maximum of 5 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, Area and Setback Requirements.
3. All conditions of zoning shall appear on any plats created for the subdivision.
4. Per 2.60.060. – effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

www.hallcounty.org

"Pursuant to section 17.380.130.E.8 of the Official Code of Hall County, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business."

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Beth Garmon, Planning & Development Assistant Director

THIS SURVEY AND IT'S FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY McCLURE SURVEYING, INC. AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY, AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS OF PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PROPERTY OWNER ACKNOWLEDGES THAT ANY SEPTIC SYSTEMS CONFORM TO ALL SETBACK REQUIREMENTS. APPROVAL OF PLAT DOES NOT GUARANTEE THAT THE HALL COUNTY HEALTH DEPARTMENT WILL ISSUE A SEPTIC SYSTEM PERMIT.

STATE WATERS ARE LOCATED ON THIS PROPERTY.

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0281G, HALL COUNTY GEORGIA, DATED 4/4/2018.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

DATE OF SURVEY: APRIL 5, 2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 626,607 FEET ,AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 243,492 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROBOTIC TOTAL STATION, TS12.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13139C0281G, DATED 4-4-18.

NOTES & REFERENCES
1. TAX MAP/PARCEL #08089-001019B
2. PARCEL IS ZONED V-C
   FRONT - 30 FEET
   SIDE - 10 FEET
   REAR - 20 FEET
3. DEED BOOK 2332 PAGE 195
4. PLAT BOOK 23 PAGE 106
5. PLAT BOOK 96 PAGE 246
6. PLAT BOOK 416 PAGE 249A
7. PLAT FOR GARRY ENGLISH, BY MCCLURE SURVEYING INC., DATED MAY 3, 2021.
8. EACH NEW LOT CORNER WILL BE SET WITH AN IPS#4RB.
9. ALL LOTS TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS PERMITTED BY HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
10. PUBLIC WATER IS AVAILABLE TO THIS PROPERTY.

SUBDIVISION SURVEY FOR:

STEPHENS ROAD DEVELOPMENT LLC

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JANUARY 18, 2024
REVISION DATE: 1) JULY 9, 2024
2) AUGUST 23, 2024 3)AUGUST 28, 2024

TOTAL = 5.541 ACRES
241,386.031 SQUARE FEET

OWNER INFO:.
STEPHENS ROAD DEVELOPMENT LLC
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

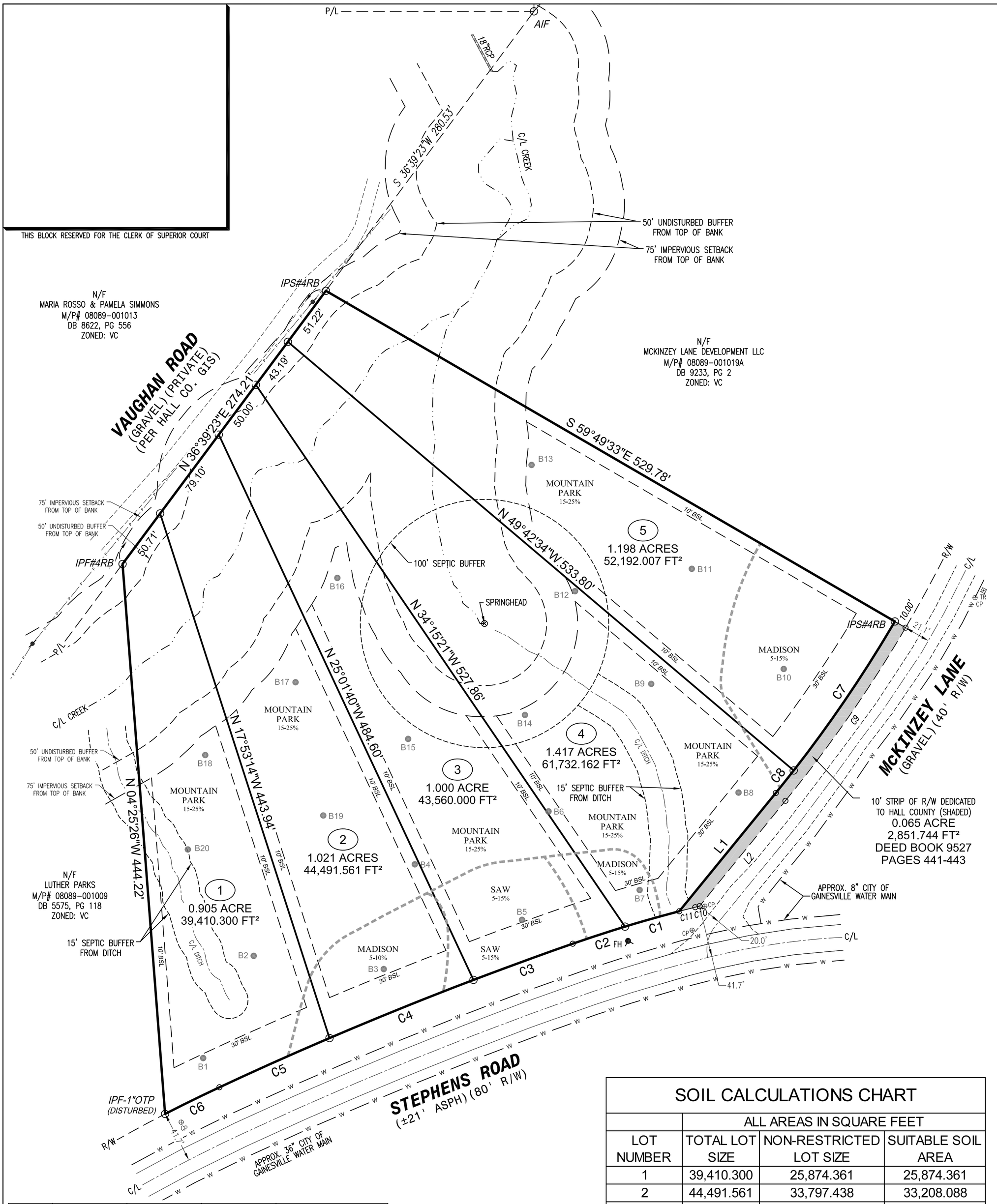
McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORITY: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

Surveyor's Certificate
"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By: _____
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT



Curve	Radius	Length	Chord	Chord Bear.
C1	1120.20'	45.46'	45.46'	S 74°10'56" W
C2	1120.20'	44.30'	44.30'	S 71°53'12" W
C3	3056.98'	85.02'	85.01'	S 69°57'25" W
C4	3056.98'	125.00'	124.99'	S 67°59'20" W
C5	3056.98'	97.07'	97.07'	S 65°54'28" W
C6	1226.65'	48.74'	48.73'	S 63°51'35" W
C7	1090.00'	145.11'	145.00'	S 34°09'16" W
C8	1090.00'	23.14'	23.14'	S 38°34'35" W
C9	1100.00'	169.82'	169.65'	S 34°45'43" W
C10	618.13'	3.54'	3.54'	S 76°11'08" W
C11	1120.20'	13.23'	13.23'	S 75°40'59" W

Course	Bearing	Distance
L1	S 39°11'04" W	122.91'
L2	S 39°11'04" W	109.45'

SOIL CALCULATIONS CHART

LOT NUMBER	ALL AREAS IN SQUARE FEET: TOTAL LOT SIZE	NON-RESTRICTED LOT SIZE	SUITABLE SOIL AREA
1	39,410.300	25,874.361	25,874.361
2	44,491.561	33,797.438	33,208.088
3	43,560.000	29,695.782	21,865.593
4	61,732.162	22,733.125	22,733.125
5	52,192.007	36,803.935	36,803.935
TOTALS	241,386.030	148,904.641	140,485.102

LEGEND
BFE = BASE FLOOD ELEVATION
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
M/P# = TAX MAP / PARCEL NO.
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COR MON = USCOE MONUMENT
RB = REBAR
CTP = CRIMP TOP PIPE
OTP = OPEN TOP PIPE
SQ. ROD = SQUARE ROD
AIF = ANGLE IRON FOUND
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE
WM = WATER METER
WV = WATER VALVE
PP = POWER POLE
LP = LIGHT POLE
SP = SERVICE POLE
CP = COMMUNICATIONS POST
AC = HVAC UNIT/PAD
TR = TRANSFORMER
CO = SEWER CLEAN-OUT
SB = SEPTIC BUFFER
SS = SANITARY SEWER
MH = MAN HOLE
FFE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
--G-- = GAS LINE
--P-- = POWER LINE
--SS-- = SANITARY SEWER LINE
--FM-- = SANITARY FORCE MAIN
--T-- = TELEPHONE LINE
--W-- = WATER LINE
--X-- = FENCE LINE

N
GRID-GA WEST

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ALL LOTS TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS TO BE PERMITTED BY THE HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

ALL LOTS TO BE SERVED BY PUBLIC WATER THROUGH THE CITY OF GAINESVILLE.

ALL LOTS MEET HALL COUNTY BOARD OF HEALTH LOT SIZE RESOLUTION REQUIREMENTS. NUMBER OF BEDROOMS PERMITTED WILL BE BASED ON THE NON-RESTRICTED LOT SIZE AND SUITABLE SOIL AREA AVAILABLE FOR EACH LOT.

MUST NOTIFY HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT BEFORE BURIAL OF MULCH, ORGANIC DEBRIS, TRASH OR OTHER MATERIAL, AND WHEN SETTING UP BURN PITS.

MUST SUBMIT GRADING PLANS WITH SEPTIC TANK APPLICATION FOR ANY LOTS REQUIRING EXTENSIVE GRADE MODIFICATION. FURTHER SOIL STUDIES MAY BE REQUIRED PRIOR TO THE ISSUANCE OF A SEPTIC TANK PERMIT OR APPROVAL OF AN ON-SITE SEWAGE MANAGEMENT SYSTEM.

SLAB CONSTRUCTION IS PROHIBITED WITHOUT GRADING PLANS ON ALL LOTS AT TIME OF SEPTIC SYSTEM PERMIT APPLICATION.

SAW 5-15% SOILS REQUIRE A DRIP EMITTER SYSTEM WITH AEROBIC TREATMENT. THIS AFFECTS LOTS 3 & 4.

SUBDIVISION SURVEY FOR:

STEPHENS ROAD DEVELOPMENT LLC

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JANUARY 18, 2024
REVISION DATE: 1) JULY 9, 2024
2) AUGUST 23, 2024 3) AUGUST 28, 2024

TOTAL = 5.541 ACRES
241,386.031 SQUARE FEET

OWNER INFO:.
STEPHENS ROAD DEVELOPMENT LLC
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

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"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By: _____
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176

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PROPERTY OWNER ACKNOWLEDGES THAT ANY SEPTIC SYSTEMS CONFORM TO ALL SETBACK REQUIREMENTS. APPROVAL OF PLAT DOES NOT GUARANTEE THAT THE HALL COUNTY HEALTH DEPARTMENT WILL ISSUE A SEPTIC SYSTEM PERMIT.

STATE WATERS ARE NOT LOCATED ON THIS PROPERTY.

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0281G, HALL COUNTY GEORGIA, DATED 4/4/2018.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

DATE OF SURVEY: DECEMBER 13, 2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 121,034 FEET ,AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 105,372 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROBOTIC TOTAL STATION, TS12.

NOTES & REFERENCES

1. TAX MAP/PARCEL
   PART OF #08089-001019
2. PARCEL IS ZONED V-C
   FRONT - 55 FEET FROM C/L
   FRONT - 30 FEET FROM P/L
   (WHICHEVER IS GREATER)
   SIDE - 10 FEET
   REAR - 20 FEET
   REAR - 0 FEET WHEN PROPERTY ABUTS USACE PROPERTY (LAKE SIDNEY LANIER)
3. DEED BOOK 2332 PAGE 195
4. PLAT BOOK 23 PAGE 106
5. PLAT BOOK 96 PAGE 246
6. PLAT BOOK 416 PAGE 249A
7. PLAT FOR GARRY ENGLISH, BY MCCLURE SURVEYING, INC., DATED MAY 3, 2021.
8. ALL LOTS TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS PERMITTED BY HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
9. PUBLIC WATER IS AVAILABLE TO THIS PROPERTY.

SUBDIVISION SURVEY FOR:

GARRY & GALE ENGLISH

MAP/PARCEL #08089 001019

PROPERTY AREA = 3.083 ACRES

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA

ZONING: V-C

DATE: JANUARY 18, 2024
REVISION DATE:
MARCH 27, 2024 (HALL CO. COMMENTS)
APRIL 30, 2024 - (HALL CO. COMMENTS)

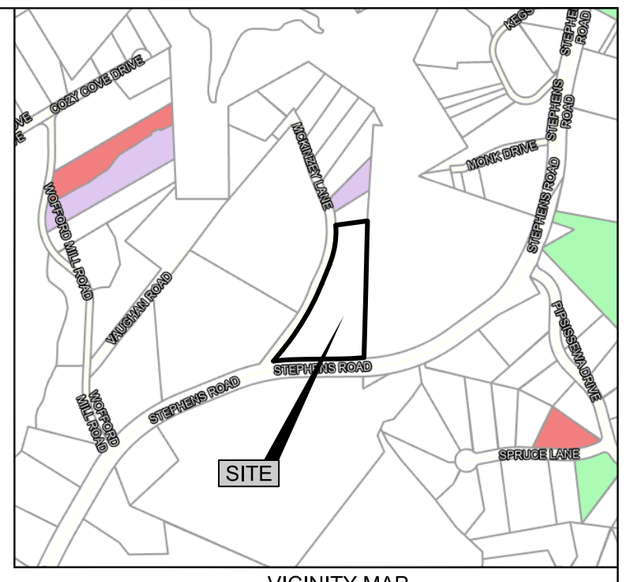
COUNTY ENGINEERS
APPROVED
Jason Skarda
7/8/2024
HALL COUNTY, GEORGIA

HALL COUNTY
DEPT. OF PUBLIC HEALTH
Emily McGahee
6/27/2024

1&2: Jeff Reichel Soils. ATU and drip emitter system required for SAW soils
3: E-6641

RECORDING PERMIT

BY Brittany Passmore
HALL COUNTY PLANNING COMMISSION
DATE: 7/8/2024



VICINITY MAP

OWNERS, OCCUPANTS, AND USERS OF PROPERTY SHOWN ON THIS PLAT ARE HEREBY INFORMED OF THE IMPACTS ASSOCIATED WITH NORMAL FARMING PRACTICES WHICH MAY TAKE PLACE ON ADJACENT AND NEARBY PROPERTY INCLIDING, BUT NOT LIMITED TO, NOISE, ODORS, DUST, THE OPERATION OF MACHINERY OF ANY KIND, THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION OF FERTILIZERS, HERBICIDES, AND PESTICIDES. THEREFORE, OWNERS, OCCUPANTS, AND USERS OF THE PROPERTY SHOWN ON THIS PLAT SHOULD BE PREPARED TO EXPECT THE EFFECTS OF SUCH PRACTICES.

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY, OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

HALL COUNTY PLANNING DEVELOPMENT DATE

HALL COUNTY ENGINEERING DEPARTMENT DATE

HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT DATE

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

Hall County Government
BOARD OF COMMISSIONERS

September 15, 2023

Garry L. & Gale W. English
5010 McKinzey Lane
Flowery Branch, GA 30542

RE: **Use Subject Application**

Dear Garry L. & Gale W. English:

Please be advised that in its Voting Meeting on September 14, 2023, the Hall County Board of Commissioners voted to approve the following application with conditions.

5010 McKinzey Lane | Use Subject to County Commission Approval | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 | **Proposed Use: 3-lot subdivision |** Commission District 2 | **Garry L. & Gale W. English, applicants.**

Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

www.hallcounty.org

"Pursuant to section 17.380.130.E.8 of the Official Code of Hall County, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business."

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Doveton, Planning & Development Director

SUBDIVISION SURVEY FOR:

GARRY & GALE ENGLISH

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JANUARY 18, 2024
REVISION DATE: MARCH 27, 2024
REVISION DATE: APRIL 30, 2024

TOTAL = 2.929 ACRES
127,590.542 SQUARE FEET

OWNER INFO:.
GARRY & GALE ENGLISH
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

Surveyor's Certificate

"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.

By: _____
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176 PAGE 1/2

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THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

LEGEND
BOC = BACK OF CURB
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
M/P# = TAX MAP / PARCEL NO.
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COR MON = USCOE MONUMENT
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CTP = CRIMP TOP PIPE
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SQ. ROD = SQUARE ROD
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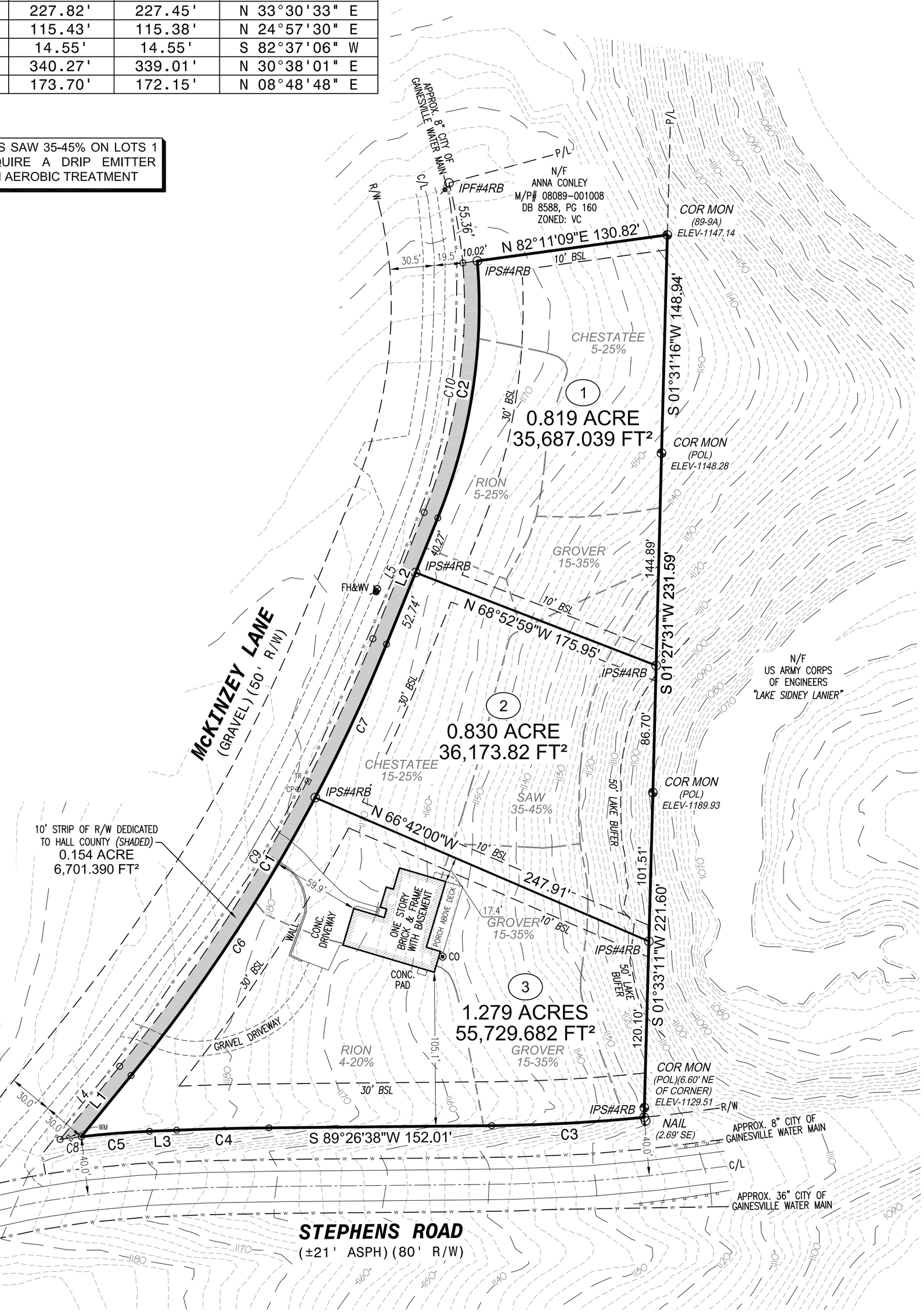
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE
WM = WATER METER
WV = WATER VALVE
PP = POWER POLE
LP = LIGHT POLE
SP = SERVICE POLE
PH.BOX = PHONE BOX
U/G = UNDERGROUND
C.O. = SEWER CLEAN-OUT
MB = MAILBOX
SS = SANITARY SEWER
MH = MAN HOLE
FFE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
--G-- = GAS LINE
--P-- = POWER LINE
--SS-- = SANITARY SEWER LINE
--FM-- = SANITARY FORCE MAIN
--T-- = TELEPHONE LINE
--W-- = WATER LINE
--X-- = FENCE LINE

Course	Bearing	Distance
L1	N 39°11'04" E	53.82'
L2	N 22°04'58" E	93.01'
L3	S 87°38'26" W	18.48'
L4	N 39°11'04" E	64.39'
L5	N 22°04'58" E	93.01'

Curve	Radius	Length	Chord	Chord Bear.
C1	1150.00'	343.25'	341.98'	N 30°38'01" E
C2	385.00'	178.91'	177.31'	N 08°46'11" E
C3	1151.43'	104.21'	104.18'	S 86°51'04" W
C4	2000.00'	62.95'	62.95'	S 88°32'32" W
C5	616.41'	46.76'	46.75'	S 85°28'03" W
C6	1150.00'	227.82'	227.45'	N 33°30'33" E
C7	1150.00'	115.43'	115.38'	N 24°57'30" E
C8	616.41'	14.55'	14.55'	S 82°37'06" W
C9	1140.00'	340.27'	339.01'	N 30°38'01" E
C10	375.00'	173.70'	172.15'	N 08°48'48" E

THE SOIL SERIES SAW 35-45% ON LOTS 1 & 2 WILL REQUIRE A DRIP EMITTER SYSTEM WITH AEROBIC TREATMENT



SUBDIVISION SURVEY FOR:

GARRY & GALE ENGLISH

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH GMD 1270
HALL COUNTY, GEORGIA
PLAT DATE: JANUARY 18, 2024
REVISION DATE: MARCH 27, 2024
REVISION DATE: APRIL 30, 2024

TOTAL = 2.929 ACRES
127,590.542 SQUARE FEET

OWNER INFO:.
GARRY & GALE ENGLISH
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542

60 0 60 120 180
GRAPHIC SCALE – 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

Surveyor's Certificate
"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By:
Registered Georgia Land Surveyor No. 3086

JOB NO. 21176 PAGE 2/2

T:\21176\21176_EAST.dwg, 5/30/2024 10:02:00 AM, 1:60

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 640/2025

SUBJECT: Approve the ratification of the application and award for the 2025 Federal Homeland Security Program Grant for the Sheriff's Office Explosive Ordnance Disposal (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 11/10/25

Voting Meeting Date: 11/13/25

Executive Summary:

Presenter: CKE

Recommendation:
Application Approval

Purpose of Request:
Approve the ratification of the application and award for the 2025 Federal Homeland Security Program Grant for the Sheriff's Office Explosive Ordnance Disposal (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

History:

Hall County has received K9 Homeland Security Grant funding since 2010 for the bomb detection dogs program. This funding is used for dog food, dog medical costs, training equipment, and transport needs for the program's current canines.

Facts and Issues:
This grant provides funding by the Federal U.S. Department of Homeland Security through the Georgia Emergency Management Agency to help Hall County build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Options:

Funding Requested $ 0.00

Are funds within current budget? Yes

Source of Funds Multiple Grant Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-11-13

Approvals:

Grants	Submit	Approve	Grants
SG	SC	SC	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

GEMA SHSP 2025 K9 Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 640/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grant Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	3310-SHERIFFâ€OPERATIONS	331150-FEDERALâ€OPERATING INDIRECT	$-65,000.00
2026	250-MULTIPLE GRANT FUND	3310-SHERIFFâ€OPERATIONS	542200-MOTOR VEHICLES	$65,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KE

Phone: 770-531-7090

Application - Hall County - K9

Routing in Progress: Program Manager Review (Step 2 of 7)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	Hall County - K9
Total Project Cost:	$65,000.00
Eligible Amount:	$65,000.00
Cost Summary:	Equipment $65,000.00 Note: these values will only update after the form is saved.
Funding Sources:	Federal - $65,000.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value > Edit

Workflow Summary

Current Step:	2) Program Manager Review Description: Initial Review by the Program Manager
Recipients:	HSGP Program Manager (Full Access (State))
Last Advanced:	Oct 15, 2025 at 2:19 PM by Sommer Green
Last Note Added:	Oct 15, 2025 at 2:19 PM by Sommer Green
Submission:	Oct 15, 2025 at 2:19 PM by Sommer Green

Grant

2025 State Homeland Security Program
State Homeland Security Program
Start Date: October 1, 2025
Closed: September 30, 2026
Assistance Listing Number (CFDA): 97.067

Applicant

Hall County Sheriff's Office
Hall County
UEI: USZBJ4CMC7B6
FIPS: 139-31908
FEIN #: 58-6000836
Vendor # (Applicant): 0000014610
DUNS #: 078124617 Type: SHERIFF DEPARTMENT
Physical: 2859 Browns Bridge Road
Gainesville, GA, 30504
Mailing: 2859 Browns Bridge Road Gainesville, Georgia 30504
Gainesville, GA, 30503

Introduction

Summary Information

Grant:	2025 State Homeland Security Program
Project Discipline Type:	Explosive Ordnance Disposal w/K9 Partner(General ND Application - standardND/)
Title:	Hall County - K9 Used to help identify the Project. Ex: "Jurisdiction - Project Name".
Total Project Investment Amount:	$65,000.00
Project Capabilities Type:	Sustaining Existing Capabilities
National Priority Area:	Enhancing the Protection of Soft Targets and Crowded Places
Does the project require an MOU to a State Agency?	No

Primary Contact: ?	Sommer Green - Grants Manager Edit Email Address: sgreen@hallcounty.org Phone: 770-297-5503
Alternate Contact: ?	Kelley Edwards - Captain Edit Email Address: kedwards@hallcounty.org Phone: 770-531-7090
Authorized Contact: ?	David Gibbs - Chairman Edit Email Address: dgibbs@hallcounty.org Phone: 770-535-8288 ext. 1
Financial Contact:	Paige Smith - Grants Specialist Edit Email Address: psmith@hallcounty.org Phone: 770-535-8274

This application contains Work Activity and Costs in the following areas:	Equipment Hold Ctrl key to select multiple areas.

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true?	No

Summarize the proposed project, including its purpose and how it aligns with the State's funding priorities for this Grant:	Soft targets and mass gatherings, such as sporting events, concerts, houses of worship, festivals, and transportation hubs remain among the most vulnerable locations for terrorist and transnational criminal threats involving Improvised Explosive Devices (IEDs). These venues typically lack permanent protective infrastructure, resulting in large concentrations of people being exposed to potential IED attacks. The Department of Homeland Security s National Terrorism Advisory System and FBI intelligence assessments consistently identify explosives as a favored attack method for both foreign terrorist groups and domestic violent extremists. Current security measures in Hall County are insufficient to provide comprehensive, rapid, wide area explosive detection at high-risk events. While technology-based detection systems are valuable, they cannot match the mobility, adaptability, and visible deterrence provided by properly trained Explosive Ordnance Detection (EOD) canine teams. This creates a critical vulnerability during large events, where a single undetected IED could result in mass casualties. The Hall County Sheriff s Office EOD K9 Unit was established in 2002 with one canine team and has since expanded to four EOD K9 teams. The unit is tasked with providing EOD response support not only to unincorporated Hall County but also to the cities of Gainesville, Oakwood, Flowery Branch, and Braselton. Additionally, the unit assists the Georgia Emergency Management Agency (GEMA) and responds to mutual aid requests across northeast Georgia. Hall County, home to a resident population of approximately 221,745, sees its daytime population exceed 250,000 and hosts up to 8 10 million visitors to Lake Lanier in summer months. The county contains significant critical infrastructure, including a major rail station, airport, federal courthouse, two county courthouses, four municipal courtrooms, 11 postal facilities, three colleges, three water treatment plants, 11 nursing homes, 20 daycares, and 37 public schools. Hall County is also the site of the largest hospital system in northeast Georgia, with two campuses. In 2024 alone, the EOD K9 Unit responded to eight incidents within Hall County and 32 additional requests for assistance or special event security outside the county through its participation in the GEMA/Homeland Security EOD Canine Program. Over the year, the unit conducted 3,917 sterility sweeps, inspecting 17,512 vehicles and 5,268 packages or parcels in the course of both routine operations and emergency deployments. The Hall County Sheriff s Office EOD K9 Unit requests $65,000 in funding to enhance and sustain critical EOD canine operations. The current vehicle in use has become increasingly unreliable and lacks the necessary

modifications to safely transport an explosive detection K9 while maintaining operational readiness. As a certified Georgia law enforcement agency, the Hall County Sheriff s Office remains committed to protecting residents, visitors, and infrastructure from the ongoing threat of IED attacks.

This project will support the ongoing operation of the Explosive Ordnance Detection (EOD) Canine Program to strengthen the protection of soft targets and mass gatherings across the state. Funding will be used for the acquisition, training, certification, and ongoing maintenance of EOD canine-handler teams, enabling rapid detection and deterrence capabilities at high profile events.

EOD canine teams possess the unique ability to operate effectively in crowded, fast-moving environments where large-scale screening of people, vehicles, or packages is essential. These teams will be available for statewide deployment, supporting local law enforcement, emergency management agencies, and federal partners. They will also seamlessly integrate with existing bomb squad and tactical response operations, enhancing interoperability and serving as vital force multipliers.

The SHSP supports state, local, tribal, and territorial preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.

FY 2025 Homeland Security Grant Program National Priorities:

Enhancing the Protection of Soft Targets and Crowded Places.

Enhancing Election Security.

Supporting Homeland Security Task Forces and Fusion Centers.

Enhancing and Integrating Cybersecurity Resiliency.

Border Crisis Response and Enforcement Support.

Will the funds being applied for supplant other funding for this project?

No

Example: SPLOST or other local funds already planned for use to do this project

Primary Core Capability to be addressed by this Project:

Common - Threats and Hazard Identification

Estimate the amount of funding you are requesting that will be used to strengthen the selected Primary Core Capability:

$ 65,000.00

Secondary Core Capability to be addressed by this Project:

Common - Risk and Disaster Resilience Assessment

Estimate the amount of funding you are requesting that will be used to strengthen the selected Secondary Core Capability:

$ 65,000.00

How much of the funding in the proposed project can be associated with Law Enforcement Terrorism Prevention Activities (LETPA)?

$ 65,000.00

This could include activities and equipment with a nexus to terrorism that are focused on information sharing and analysis; target hardening; treat recognition; terrorism interdiction; fusion center operation; or training/exercises associated with these activities.

Briefly explain how this project will support LETPA:	Hall County s Explosive Ordinance Detection K9 Program teams conduct sweeps and detect commercial, military, and homemade explosives at local and region events such as courthouses, schools, concert venues, road races, parades, and special events. Within the last year alone, Hall County performed 3,917 sterility sweeps, 8 in-county callouts, 32 out of county callouts, searched 17,512 vehicles and 5,268 unknown packages, and responded to 14 total bomb threats. Goals and Objectives: Goal 1: Strengthen security at soft targets and mass gathering venues. - Objective 1.1: Deploy certified EOD canine teams to detect explosives and deter threats at high-priority events. - Objective 1.2: Integrate canine teams into security plans for sporting events, religious gatherings, concerts, and civic festivals. Goal 2: Enhance statewide preparedness and response capabilities. - Objective 2.1: Provide a deployable EOD canine resource to support local and regional law enforcement partners. - Objective 2.2: Ensure EOD canine teams participate in joint training exercises with law enforcement, emergency management, and DHS partners. Goal 3: Sustain long-term operational capability. - Objective 3.1: Maintain canine health, certification, and readiness through grant-funded sustainment activities. - Objective 3.2: Deliver ongoing education and specialized training to ensure adherence to national EOD detection standards. Evaluation and Performance Metrics: The program s success will be assessed by: - The number of canines trained and certified to national EOD standards. - The frequency and scope of deployments to soft target and mass gathering venues. - Results from After-Action Reports (AARs) and improvement plans following events and exercises. - Increases in deterrence and public confidence, assessed through post-event feedback. - Evidence of effective coordination with local, state, and federal agencies during joint operations. Alignment with National Priorities: This initiative is aligned with DHS/FEMA SHSGP priorities, specifically: - Protecting Soft Targets and Crowded Places: By providing proactive, mobile

detection capabilities.
- Countering Domestic Violent Extremism and IED Threats: Addressing a favored attack method of extremists.
- Enhancing State and Regional Preparedness: By establishing a scalable capability accessible across multiple jurisdictions.

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	July-June For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Hall County. GA
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	2875 Browns Bridge Road
Address Line 2:	
City:	Gainesville
State:	GA - Georgia
Zip Code:	30504
Is the Mailing Address on file correct?	Yes 2859 Browns Bridge Road Gainesville, Georgia 30504 Gainesville Georgia 30503
Has your organization been audited in the past 12 months?	Yes, by an outside audit firm
Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $1,000,000 or more in federal assistance during its fiscal year)?	Yes

Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Georgia Department of State Audits
What date was the audit sent?	Jan 8, 2025
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Dec 31, 202
What type of accounting system do you use?	Manual
Does your organization have written policies and procedures for checks and balances of all fiscal transactions?	Yes
Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?	Yes

Is the Unique Entity Identifier (UEI) on file for your organization correct?	Yes
	UEI: USZBJ4CMC7B6
Has the Unique Entity Identifier (UEI) been registered with the System for Award Management (SAM) at SAM.gov?	Yes
Expiration Date:	Sep 4, 2026

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing $5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area Equipment Type Explosive Ordinance Disposal (EOD) K9 AEL Code (List)	07ED-01-DOGS - Canines, Explosive Detecting	1	$ 47,700.00	$47,700.00
Area Equipment Type Explosive Ordinance Disposal (EOD) K9 AEL Code (List)	07ED-01-DOGS - Canines, Explosive Detecting	1	$ 17,300.00	$17,300.00
Application Total				**$65,000.00**
Grand Total				**$65,000.00**

Funding Sources

Method: ○ By Percent ◉ By Amount

Funding Source / Other Agency

Estimated Federal Share: $ 65,000.00 100%

Total Allocated: $ 65,000.00 100%

Equipment Work Plan

Provide up to four major milestones and their associated completion dates that will be required to complete the project.

Add an Objective

EHP Review

Projects that are not classroom training and are not simply (portable) equipment purchases will require an Environmental and Historic Preservation (EHP) Review to be done before work begins. If you wish to review the EHP screening form or program requirements, they can be found at the FEMA EHP site by clicking here.

EHP Review Required:	No

From: Ryan Welch <rwelch@howellford.com>
Sent: Wednesday, October 8, 2025 5:14 PM
To: Kelley Edwards (Sheriff's Office) <kedwards@hallcounty.org>
Subject: K9 unit Quote

You don't often get email from rwelch@howellford.com. Learn why this is important

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

Hello Captain Edwards,

Your Quote Prices are as follows:

Police Interceptor Utility(Black in Color)
3.3L V6- $44,298.00
3.0L Ecoboost V6- $47,700.00
Police Responder F150(Black in Color)(Pursuit Rated)
3.5L Ecoboost-$47,670.00

Thank you for this opportunity!
Let me know if you have any further questions or concerns.

Ryan Welch
Commercial Account Manager
Billy Howell Ford
rwelch@howellford.com
706-982-2696-Cell
678-600-8053-Desk
678-600-8049-Fax

Your Commercial Vehicle One Stop!

- No job or upfit too BIG or too small, We can do them ALL!
- Specialized Upfits are MY SPECIALTIES!
- Commercial Vehicle Sales
- Commercial Vehicle Service
- Fleet Management



Billy Howell Ford

RYAN WELCH

Commercial Account Manager
Billy Howell Ford, howellford.com
1805 Atlanta Hwy, Cumming GA 30040
706-982-2696 Cell
678-600-8053 Office, 678-600-8049 Fax
rwelch@howellford.com

Master Certified Ford Commercial Account Manager 2019-Present
Certified Ford Sales Consultant 2016-2019
Certified Ford Technician 2009-2016

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

PHONE (912) 234-2600
FAX (912) 238-1369

Quote

Customer No.: HALLSO
Quote No.: 2292

Quote To: **HALL COUNTY BOARD OF COMMISSIONERS**
2875 BWOWNS BRIDGE RD
GAINESVILLE, GA 30504

Ship To: **HALL COUNTY FLEET**
2460 ATHENS HWY
GAINESVILLE, GA 30507

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms
10/07/2025		Origin	NET 30

Purchase Order Number	Sales Person	Quote Expires
	ANDREA PADGETT	11/06/2025

Quantity	Item Number	Description	Unit Price	Amount
		1 PATROL K9 GRANT		
1	WHE-BS508	Rear Inneredge RST WCX 8-LT 20-23 Int SUV	839.40	839.40
10	WHE-ISDM	DUO MODULE FST/RST B/A FOR BS508	37.80	378.00
2	WHE-VTX9E	Vertex Duo Blue/White	90.00	180.00
2	WHE-VTXADAPT	Vertex Twist-in Adapter Kit 20-24 Int Suv w/factory prep	9.60	19.20
2	WHE-TLI3JC	ION T-SERIES LINEAR TRIO R/B/W by tag	165.75	331.50
1	WHE-EB8SP3E	Legacy Duo WecanX 48" BLUE/CLEAR FRONT BLUE/AMBER REAR	1951.85	1951.85
1		MIDNIGHT ADDITION TO LIGHTBAR	65.00	65.00
1	WHE-CLBV2V	LIGHTBAR SYNCH MODULE	222.60	222.60
1	WHE-MKAJ105	MKAJ105 ADJ STRAP 48-55" $ inc	0.00	0.00
1	WHE-C399	CENCOM CORE WecanX $ inc abv	824.00	824.00
1	WHE-C399SP	SCANPORT for C399	113.40	113.40
1	WHE-CCTL6	CORE HEAD W/ROTARY KNOB	252.35	252.35
1	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	176.74	176.74
1	WHE-SA315U	SA315U SPEAKER	177.16	177.16
1	WHE-SAK75D	SA315 Mt Kit Driver Side 25 Int Suv	39.75	39.75
2	WHE-PSE02FCR	MEGA T-SERIES DUO FLASHER	163.50	327.00

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

PHONE (912) 234-2600
FAX (912) 238-1369

Quote

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2460 ATHENS HWY
GAINESVILLE, GA 30507

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms
10/07/2025		Origin	NET 30

Purchase Order Number	Sales Person	Quote Expires
	ANDREA PADGETT	11/06/2025

Quantity	Item Number	Description	Unit Price	Amount
		BLUE/WHITE CARGO LIGHT		
2	WHE-PSBKT90	PSBKT90 90 DEG MT KIT for Mega T-Series Lighthead	24.00	48.00
1	HAV-C-VS-0618-INUT	VS-0618-INUT 24"flat console 20-21 INT SUV	452.78	452.78
1	HAV-C-PM-134-PC	Printer Mt for PJ8 6" space 20-24 SUV Inc USB-c cable	256.20	256.20
1		3.5 " of FP	0.00	0.00
		WILL NEED TO MT ARGES TO LEFT OF STEERING WHEEL. TOO MUCH FOR IN CONSOLE		
1	HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for CCSRN	31.20	31.20
1	HAV-C-EB30-APR-1P	EB30-APR-1P 3" APX4500 REMOTE	0.00	0.00
1	HAV-C-EB40-WSB-1P	EB40-WSB-1P EB Whelen Arges Remote	0.00	0.00
1	HAV-C-CUP2-1001	CUP2-1001 Cupholder 4" Self Adjust	49.00	49.00
1	HAV-C-ARM-102	ARM-102 Side Mount Armrest	67.77	67.77
1	WHE-ARGES1	ARGES SPOTLIGHT	477.09	477.09
1	WHE-ARG50D	Driver Fender Mt for Arges 20 SUV	69.83	69.83
1	WHE-ARGCH1	Arges Control Head	211.20	211.20
1	WHE-RPWD50	ION REAR PILLAR DUO 20-25 INT SUV RED/BLUE DUO	1088.91	1088.91
1	BROT-LB3692	Power Adapter Hard wired 14'	32.00	32.00

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

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2460 ATHENS HWY
GAINESVILLE, GA 30507

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms
10/07/2025		Origin	NET 30

Purchase Order Number	Sales Person	Quote Expires
	ANDREA PADGETT	11/06/2025

Quantity	Item Number	Description	Unit Price	Amount
1	HAV-K9-F28-1	K9 TRANSPORT 36" Deep 20-25 INT SUV White Powder Coated	3651.90	3651.90
1	ACE-HA-2520	K9 HEAT ALARM PRO Temp Monitor,SOS horn honk 25 INT SUV	1095.00	1095.00
1	ACE-AWD-7040	ACE K9 WATCHDOG 1st Year Service Included ** Must Send handler form *	899.00	899.00
1	ACE-HA-RBM-27	Remote Pager Module for Heat Alarm Pro,10"Fiberglass Mast w/mt,coax & connector	395.00	395.00
1	ACE-H-NKLBK-P	NO K9 LEFT BEHIND	75.00	75.00
1		SHIPPING	250.00	250.00
1		TRUCKVAULT T-FDEXRM1-20N-PS-HG-ZC16554 (STORE WEAPON & MISC K9 ITEMS)	2350.00	2350.00
		Quote subtotal		17397.83
		Quote total		17397.83

Pricing subject to Manufacture price increases & tariffs.

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

Hall County, GA
Sheriff - Investigations

Georgia Emergency Management Agency/Homeland Security

Tangible Property Report

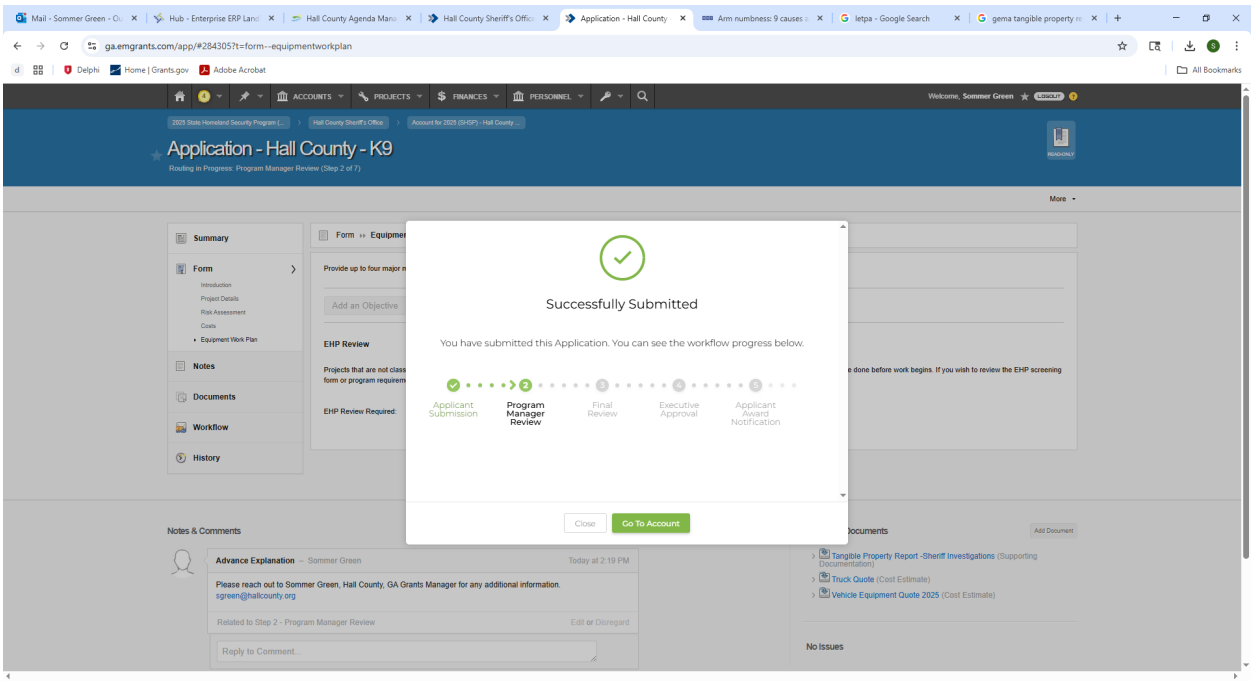
For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Report All Equipment Expenses Greater Than $5,000

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number
Sheriff - Investigations	ROBOTEX AVATAR III TACTICAL PACKAGE	05/28/2020	54,155.00	
Sheriff - Investigations	Storage Building	06/30/2025	47,641.77	
Sheriff - Investigations	2024 CHEVROLET COLORADO	04/01/2025	36,956.00	1GCPTCEK9R1315033
Sheriff - Investigations	MATRICE 300 RTK DRONE W/ZENMUSE H20T CAM	09/22/2022	35,574.95	
Sheriff - Investigations	2017 FORD TRANSIT T-250	04/28/2017	27,945.00	1FTYR1YM5HKA70597
Sheriff - Investigations	2016 CHEVY COLORADO	11/22/2016	27,900.00	1GCGTCE31G1162976
Sheriff - Investigations	2017 FORD EXPLORER	07/13/2017	26,780.00	1FM5K7BH3HGC08559
Sheriff - Investigations	2016 FORD EXPLORER	10/10/2016	26,609.00	1FM5K8B8XGGD30520
Sheriff - Investigations	2015 CHEVY COLORADO	11/22/2016	26,500.00	1GCGSBE38F1239807
Sheriff - Investigations	2017 FORD EXPLORER	12/15/2016	25,235.00	1FM5K7B82HGB54767
Sheriff - Investigations	2017 FORD EXPLORER	04/04/2019	20,900.00	1FM5K8F88HGC92782
Sheriff - Investigations	2013 FORD EXPLORER	05/29/2018	18,600.00	1FM5K7D82DGC38000
Sheriff - Investigations	2025 CHEVROLET TRAX	05/01/2025	18,385.00	KL77LHEP8SC195452
Sheriff - Investigations	2013 FORD EXPLORER	05/29/2018	18,000.00	1FM5K8D82DGB14475
Sheriff - Investigations	LRAD 100X PORTABLE HAILING SYSTEM	05/28/2020	16,400.00	
Sheriff - Investigations	2011 CHEVROLET IMPALA LS	06/30/2015	14,200.00	2G1WF5EK2B1277443
Sheriff - Investigations	2013 CHEVY IMPALA	11/20/2017	12,450.00	2G1WF5E30D1117735
Sheriff - Investigations	2013 CHEVY IMPALA	11/20/2017	12,450.00	2G1WF5E39D1119614
Sheriff - Investigations	2014 CHEVY IMPALA	11/20/2017	12,450.00	2G1WA5E35E1168227
Sheriff - Investigations	2014 CHEVY IMPALA	11/20/2017	12,450.00	2G1WA5E3XE1168966
Sheriff - Investigations	2009 CHEVROLET IMPALA LS	06/30/2015	9,800.00	2G1WB57K391318813
Sheriff - Investigations	2012 CHEVY IMPALA LTZ	05/04/2017	9,700.00	2G1WC5E39C1250226
Sheriff - Investigations	2010 FORD FUSION HYBRID	08/30/2018	9,025.00	3FADP0L36AR396462
Sheriff - Investigations	DRONE TRUCKVAULT	05/01/2023	7,897.10	C-FDEXRN2-20N-PS-HT-ZC14186B
Sheriff - Investigations	4K UHD TOUCH SCREEN	06/30/2020	7,557.00	S/N YN190262G03160051
Sheriff - Investigations	4K UHD TOUCH SCREEN	06/30/2020	7,557.00	S/N YN190262G03160052
Sheriff - Investigations	NOMAD TRANSFORMER SCENE LIGHT	02/03/2023	6,434.99	FF-200-1200

Hall County, GA
Sheriff - Investigations

Sheriff - Investigations	4K UHD TOUCH SCREEN	06/30/2020	6,413.00	S/N YN190262G03160050


Application - Hall County - K9
Routing in Progress: Program Manager Review (Step 2 of 7)
Summary
Form
Notes
Documents
Workflow
History
Successfully Submitted
You have submitted this Application. You can see the workflow progress below.
Applicant Submission
Program Manager Review
Final Review
Executive Approval
Applicant Award Notification
Close
Go To Account
Notes & Comments
Advance Explanation – Sommer Green
Please reach out to Sommer Green, Hall County, GA Grants Manager for any additional information.
sgreen@hallcounty.org
Reply to Comment...
No Issues

AGENDA ITEM

Tax Assessors

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 639/2025

SUBJECT: Consider the 2020, 2021, 2022, 2023, 2024, and 2025 real property refund in the amount of $2,251.12 for overpayment of Hall County taxes regarding property located at 3001 Athens Highway (Tax Parcel # 15023 000040) to Gainesville Freezer, LP.

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: SW

Recommendation:

The Board of Tax Assessors recommends denial of the refund request for 2020, 2021, 2023, 2024 and 2025, while recommending a partial refund for tax year 2022 in the amount of $2,251.12.

Purpose of Request:

History:

Consider the 2020, 2021, 2022, 2023, 2024, and 2025 real property refund in the amount of $2,251.12 for overpayment of Hall County taxes regarding property located at 3001 Athens Highway (Tax Parcel # 15023 000040) to Gainesville Freezer, LP.

Facts and Issues:

Property owner, Gainesville Freezer is requesting a refund of overpayment in property taxes for 2020 - 2025 for parcel 15023 000040.

The Board of Tax Assessors recommends denial of the refund request for 2020, 2021, 2023, 2024 and 2025, while recommending a partial refund for tax year 2022 in the amount of $2,251.12.

Taxpayer's agent requested a refund for **2020-2025** tax years. The basis of adjustment was the result of an inspection for a 2023 appeal where the Assessor's Office discovered the square foot was 258,201 as opposed to 262,778.

Statutorily, GA Code§ 48-5-380 (b), states that we are allowed to go back three years after the date of the payment of the tax to the county or municipality.

The tax agent for the property owner, Gainesville Freezer would need to involve an attorney to consider additional years.

The correct square footage was used in settling the 2023 appeal, as well as establishing the 2024 value.

The correct square footage was applied to the unit value for 2022 and the value difference is reflected below:

- 2020 - Beyond statutory limit - Resolved by consent order, not based on square footage - Litigation Required
- 2021 - Beyond statutory limit - Litigation Required
- 2022 - 262,778 - $15,232,300 (Digest) - $15,013,498 (Corrected)= Difference of $218,802 2023 - 258,201 The square footage corrections were used to settle the 2023 appeal
- 2023 - 258,201 The square footage corrections were used to settle the 2023 appeal
- 2024 - 258,201 The square footage is correct / pending litigation (Superior Court). The value as of 1/1/2022 was reduced from $15,232,300 to $15,013,498.
- 2025 - Tax Bills have not been issued for 2025 at this time and square footage is correct. Therefore, since no tax has been paid for 2025 no refund can be requested or made. There is nothing to refund.

Taxpayers agent wants a refund equal to 10% of the reduction for all years. The reduction of 10% is based on a settlement agreement of value, not based on square footage. Therefore, we recommend denial of this claim while recommending a refund of only $2,251.12 for tax year 2022.

The total request and the recommendation is as follows:

YEAR	REQUESTED REFUND	RECOMMENDED REFUND	DIFFERENCE
2020	$14,642.13	$0	$14,642.13
2021	$14,346.68	$0	$14,346.68
2022	$15,675.10	$2,251.12	$13,423.98
2023	$24,673.50	$0	$24,673.50
2024	$24,211.02	$0	$24,211.02
2025	N/A – no tax due	$0	$0

Options:

Funding Requested	$ 2,251.12
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
RW	RW	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Supporting Documents

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 639/2025

Funds Requested: $ 2,251.12

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	$2,251.12

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

15023 000040
Gainesville Freezer LP
3001 Athens Hwy

Taxpayer's agent requested a refund for 2020-2025 tax years. The basis of adjustment was the result of an inspection for a 2023 appeal where the assessor's office discovered the square foot was 258,201 as opposed to 262,778. Statutorily, GA Code § 48-5-380 (b), we are allowed to go back three years after the date of the payment of the tax to the county or municipality. The agent would need to involve an attorney to consider additional years.

The correct square footage was used in settling the 2023 appeal, as well as establishing the 2024 value. The correct square footage was applied to the unit value for 2022 and the value difference is reflected below.

2020 – Beyond statutory limit - Resolved by consent order, not based on square footage
2021 – Beyond statutory limit - Litigation Required
2022 – 262,778 - $15,232,300 FMV (Digest) - $15,013,498 FMV(Corrected) = FMV difference of **$218,802**
2023 – 258,201 The square footage corrections were used to settle the 2023 appeal
2024 – 258,201 The square footage is correct / pending litigation (Superior Court)
2025 – 258,201 The square footage is correct / No tax due at this time

The value as of 1/1/2022 was reduced from $15,232,300 to $15,013,498.

Recommend approval of refund.

Refund Estimate 2022

Parcel	15023 000040				
Year	Original Value	Corrected Value	Value Change	Homestead	Estimated County Refund
2022	15,232,300	15,013,498	218,802	0	$2,251.12 *

* Refund estimate provide by Tax Commissioners Office

Ronald Gazvoda (Tax Assessors)

From: Nicole Griffin (Tax Assessors)
Sent: Monday, March 24, 2025 2:13 PM
To: Chris Britt
Cc: Operations; Cher Melendez (Tax Assessors); Steve Watson (Real Property); John Smith (Tax Assessors); Ronald Gazvoda (Tax Assessors); Board of Equalization; Marion Meeks (Tax Assessors); taxcommissioner@hallcounty.org
Subject: RE: REFUND REQUEST - 15023 000040 - Gainesville Freezer, LP - 3001 Athens Highway
Attachments: Refund Request - 15023 000040 - Gainesville Freezer, LP - 3001 Athens Highway.PDF

Hi Mr. Britt,

We have received your request for refund and I have forwarded this request to our commercial department for review. Ron and/or Marion will be in touch concerning this matter.

Thank you,

Nicole Griffin
Appraisal Systems Coordinator
Hall County Tax Assessors Office
(Office) 770-718-5712
Nicole.Griffin@Hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Chris Britt <cbritt@therealtygroupusa.com>
Sent: Monday, March 24, 2025 11:58 AM
To: Board of Equalization <BOE@hallcounty.org>; assessor <assessor@hallcounty.org>; Marion Meeks (Tax Assessors) <mlmeeks@hallcounty.org>; taxcommissioner@hallcounty.org
Cc: Operations <info@therealtygroupusa.com>; Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Subject: REFUND REQUEST - 15023 000040 - Gainesville Freezer, LP - 3001 Athens Highway

Some people who received this message don't often get email from cbritt@therealtygroupusa.com. Learn why this is important

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

Good morning,

I pray your Monday is beginning GREAT!

Per our discussion with the Hall County Tax Assessors in a recent "Settlement Conference", our client is requesting a Property Tax Refund for the multiple years of improvement calculation errors. Per Georgia State law, if the County Assessor has miscalculated the improvement and billed Property Taxes based on incorrect measurements, a refund to the tax payer is due.

Gainesville Freezer, Lp representative (Jeff Reedy) was in contact with the County, specifically, Marion Meeks beginning in June of 2023 regarding the reassessment. The County Appraiser reinspected the property, found improvement calculation errors and made the necessary corrections reducing the assessed value by more than 10%. County email correspondences, County recalculation schedules, Notice of Assessment corrections, etc. are available upon request.

Thus, based on Georgia Law, the County is required to refund the property owner the percentage of property taxes paid for previous years. Since Hall does not have an official refund form, we have included a form used when applying for this refund in other Georgia Counties (please see attached).

Please call or email me with any questions and/or suggestions. Thank you for your assistance.

Thankfully,
Chris D. Britt
404.509.3333

Property Tax Refund Request Application

Property Identification # (PIN) Or Account Number: 15023 000040

Name on Tax Bill: Gainesville Freezer, Llc

Property Address: 3001 Athens Highway
Gainesville, GA 30507

Mailing Address: (404) 509-3333
"same as above"

Phone Number or Email:

List the year(s) for which you are requesting an audit of assessment, which may result in a refund of property tax. 2020 - 2025

My request for refund is based on the following reason:

The Hall County Tax Assessors had miscalculated the improvements by more than 10%. The County Appraiser(s) re-inspected & remeasured the property justifying a 10%+ refund.

I hereby request a refund for State, County and School tax that was incorrectly calculated due to an error in assessment.

By: *(Print Name)* Chris D. Britt

Signature: Chris Britt

Date: March 1, 2025

MLM

THE REALTY GROUP

TO WHOM IT MAY CONCERN AND\OR
AD VALOREM TAX AUTHORITIES

RE: **Letter of Authorization**

This authorization letter will serve to introduce the firm of The Realty Group, who are authorized to represent us concerning Ad Valorem Taxes on real and personal property. The Realty Group is also authorized to pursue any and all refunds associated with this parcel.

The Realty Group is authorized to investigate appraisals and assessments of our properties, to appeal property values and taxes, to represent us before administrative boards or agencies, to represent our interest before courts of jurisdiction. The Realty Group is authorized to act as our agent with those aforementioned rights on the properties owned or controlled by us.

The rights, powers, and authorization of The Realty Group herein granted shall commence upon the execution of this letter of authorization and shall remain in force and effect thereafter until written notice of termination is received by The Realty Group or until the purpose for which this Letter of Authorization was given is completed.

Gainesville Freezer, LP
3001 Athens Highway
Gainesville, GA 30507
Parcel: 15023 000040

Address:

Jeff Reedy, Treasurer (Officer & Authorized Signer)

Client:

Marita P. Smith, controller

Signature

April 1, 2025

Date

HALL COUNTY **Tax Commissioner**
SERVICE | EFFICIENCY | ACCOUNTABILITY

2022 Property Tax Statement

Darla Eden CPA TAX COMMISSIONER
Richard Steele CHIEF DEPUTY TAX COMMISSIONER

www.hallcountytax.org
propertytax@hallcounty.org
Phone: 770.531.6950
Text: 833.602.8497

PO Box 1579 • Gainesville GA 30503

MLM

PROPERTY OWNER(S)	MAP CODE	DISTRICT	ACREAGE	EXEMPTIONS	TAX BILL #
GAINESVILLE FREEZER LP	15023 000040	001	80.83		2022-26160
	LEGAL DESCRIPTION:	ATHENS HIGHWAY			

LOCATION	BUILDING +	LAND VALUE =	FAIR MARKET VALUE x 40% =	ASSESSED VALUE
3001 ATHENS HWY	12,779,900	2,452,400	15,232,300	6,092,920

TAXING ENTITY	ASSESSED - VALUE	LESS = EXEMPTIONS	TAXABLE x VALUE	MILLAGE = RATE	GROSS - TAX	CREDITS =	NET TAX
STATE	6092920	0	6092920	0	0.00	0.00	0.00
GROSS COUNTY M&O	6092920	0	6092920	7.072	43,089.13	0.00	25,230.78
SALES TAX CREDIT	0	0	6092920	-2.931	0.00	-17,858.35	0.00
SCHOOL M&O	6092920	0	6092920	15.99	97,425.79	0.00	97,425.79
SCHOOL BOND	6092920	0	6092920	1	6,092.92	0.00	6,092.92
GROSS UNINC FIRE	6092920	0	6092920	4.109	25,035.81	0.00	16,146.24
INSURANCE PREMIUM CREDIT	0	0	6092920	-1.459	0.00	-8,889.57	0.00
EMERGENCY SERVICES	6092920	0	6092920	0.571	3,479.06	0.00	3,479.06
DEVELOPMENT SERVICES	6092920	0	6092920	1.005	6,123.38	0.00	6,123.38
PARKS & LEISURE SERVICES	6092920	0	6092920	0.364	2,217.82	0.00	2,217.82
SOLID WASTE FEE	0	0	0	0	0.00	0.00	0.00
STORMWATER MGMT FEE	0	0	0	0	35.00	0.00	35.00
TOTAL				**25.7210**	**$183,498.91**	**-$26,747.92**	**$156,750.99**

PAYMENT OPTIONS

Online: www.hallcountytax.org
(American Express, Discover, MasterCard, Visa, PayPal, E-Check)
By Mail: Check, American Express, Discover, MasterCard, Visa accepted.
In Person: (Appointments preferred, limited walk-in availability): Hall County Government Center | 2875 Browns Bridge Rd | Gainesville GA 30504 M-F 8am-5pm
Drive-Up Drop Box: (Available 24/7) Located across from front doors at the Hall County Government Center under the breezeway.

2022 Current Due	$156,750.99
Penalty	$0.00
Interest	$0.00
Other Fees	$0.00
Previous Payments	$156,750.99
Delinquent Tax as of Billing Date	$0.00
TOTAL DUE	$0.00

2022 Property Tax Statement

Darla Eden CPA TAX COMMISSIONER
Richard Steele CHIEF DEPUTY TAX COMMISSIONER
PO Box 1579 • Gainesville GA 30503

GAINESVILLE FREEZER LP

3001 ATHENS HIGHWAY

GAINESVILLE, GA 30507

BILL #	DUE DATE	TOTAL DUE	LOCATION
2022-26160	11/15/2022	$0.00	3001 ATHENS HWY
MAP CODE		**DESCRIPTION**	
15023 000040		ATHENS HIGHWAY	

Make check payable to **Hall County Tax Commissioner** and include bill number on check. Payments by American Express, Discover, MasterCard, Visa accepted. Please fill out information below and return by mail, place in drop box or email:

AMOUNT $_____ EXPIRATION DATE _____
CARD # _____
CARD BILLING ZIP CODE _____ CVV _____
CARDHOLDER PRINTED NAME _____
CARDHOLDER SIGNATURE _____
PHONE NUMBER _____

Credit and Debit Card Fees Apply

☐ Check here if making address change (see back)

HALL COUNTY
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AGENDA ITEM

Executive Session

REPORT TO: **Work Session (11/10/25)**

REPORT TO: **Voting Meeting (11/13/25)**

ITEM NO: 662/2025

SUBJECT: Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Meetings:

Work Session Date: 11/10/25 **Voting Meeting Date:** 11/13/25

Executive Summary:

Presenter: CA

Recommendation:
N/A

Purpose of Request:
Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments: