



## **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](http://www.hallcounty.org)  
Monday, February 09, 2026 - 03:00 PM**

### **Call to Order**

### **Administration**

- 1 Approve the award of RFQ/P #46-026 Demand Services for Fabrication & Installation of Hall County Facility Signage to Miller EG Design of Acworth, GA. The estimated annual cost is \$81,048.32.

### **Appointments for Consideration**

- 2 Appointment to the Avita Community Partners Board to serve a term from January 1, 2026 to December 31, 2028. Commission Districts 1, 2, 3 & 4.

### **Planning & Zoning**

- 3 Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Planning & Zoning to hire a Planning Intern in the amount of \$2,959.50, and appoint the Grants Manager as the Program Designee; authorization for the Chairman to execute the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. along with all related application and award documents. No match is required.
- 4 **3294 & 3290 Athens Highway | Rezone |** from Agricultural Residential (AR-1) & Planned Industrial Development (PID) to Light Industrial (I-1)) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Jim Rizqallah, applicant** NOTE: Tabled at the January 22, 2026 Voting Meeting until the February 12, 2026 Voting Meeting.

### **Public Works and Utilities**

- 5 Approve the Memorandum of Agreement with Lumpkin County for mowing of certain right of ways, subject to review and approval by the County Attorney.
- 6 Approve the subscription renewal of Cartegraph Enterprise Asset Management Software for various County departments to Carahsoft Technology Corp. of Reston, VA. The estimated annual cost is \$156,704.05.

- 7 Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services for state and federally funded transportation projects; authorization for the Chairman and Financial Services Director to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.
- 8 Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Title VI Agreement with Assurances as it relates to state and federally funded transportation projects; authorization for the Chairman and Director of Public Works & Utilities to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.
- 9 Approval and authorization for the Chairman to execute a resolution authorizing the execution of the Georgia Department of Transportation (GDOT) Right-of Way Agreement for the Spout Springs Road Phase II Project; authorization for the Chairman to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.
- 10 Approve the acceptance of a \$1,555,678.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer and sidewalks in Weatherfield Phase 1A and 1B Subdivision. Commission District 1.
- 11 Approve the extension of a \$820,761.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Magnolia Station Phase 4 Subdivision. Commission District 3.

### **Sheriff's Office**

- 12 Approve the ratification for the emergency purchase of water heaters under Task Order #2026-027 Replace Water Heaters at the Hall County Jail to B&W Mechanical Contractors Inc of Lawrenceville, GA, in the amount of \$174,495.00.

### **County Administrator**

### **Public Comments**

### **Commission Time**

### **Executive Session**

- 13 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

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**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 28/2026

**SUBJECT:** Approve the award of RFQ/P #46-026 Demand Services for Fabrication & Installation of Hall County Facility Signage to Miller EG Design of Acworth, GA. The estimated annual cost is \$81,048.32.

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#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** SC

**Recommendation:** Approve.

#### Purpose of Request:

Approve the award of RFQ/P #46-026 Demand Services for Fabrication & Installation of Hall County Facility Signage to Miller EG Design of Acworth, GA. The estimated annual cost is \$81,048.32.

#### History:

Miller EG Design is a vendor in good standing with the County. They were the contract holder for the previous five (5) years.

#### Facts and Issues:

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

#### Options:

#### Funding Requested

\$ 81,048.32

#### 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	Approve	Purchasing	Budget
LF	JR	AY	JM

<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
TS	NA	CR	JR

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**Attachments:**

Financial Supplement  
Signature Request Cover Sheet  
Contract  
Cost Proposal  
Bid Tab





**HALL COUNTY BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 28/2026**

**Funds Requested:** \$ 81,048.32

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Multiple

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	542500-OTHER EQUIPMENT	\$81,048.32

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** SC

**Phone:** 770-533-7858



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: January 28, 2026

To: David Gibbs, Chairman, BOC

From: Laura Falleck, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-026

Bid/Contract Name: Demand Services for On-Call Fabrication & Installation  
of Hall County Facility Signage

Department(s) Requesting Contract: Administration

Award Recipient Name: Miller EG Design

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: \$ 79,459.14

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: \$81,048.32

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract for Demand Services for On-Call Fabrication & Installation of Hall County Facility Signage to Miller EG Design of Acworth, GA. The FY 2027 Estimated amount has been reviewed by Budget.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR  
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR  
**Elizabeth White**

PURCHASING MANAGER  
**Andy Youngblood**



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION  
Exhibit B – Contract for Services

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #46-026

For the provision of

## Demand Services for On-Call Fabrication & Installation of Hall County Facility Signage

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

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Elizabeth White

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Andy Youngblood

### **ARTICLE #101 – INTRODUCTION**

This Contract for fabricating/manufacturing and installing facility signage for Hall County (hereinafter "Services") is made and as entered into as of \_\_\_\_\_ (execution date) and \_\_\_\_\_ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Miller EG Design which is principally located at 315 Northpoint Pkwy SE, Suite F, Acworth, GA 30102. (hereinafter "Contractor").

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

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

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

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

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

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

**NOW THEREFORE**, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and

acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

#### **ARTICLE #102 – CONTRACT**

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

#### **ARTICLE #103 – NOTICES**

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

##### **COUNTY PROJECT MANAGER**

Sarah Crowe  
Communications & Strategic Engagement Manager  
Hall County Government  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
[scrowe@hallcounty.org](mailto:scrowe@hallcounty.org)  
Ph: (770) 533-7858

##### **COUNTY ISSUING OFFICER**

Laura Falleck  
Issuing Officer  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
[lfalleck@hallcounty.org](mailto:lfalleck@hallcounty.org)  
Ph: (770) 531-4939

#### **CONTRACTOR'S CONTACT INFORMATION**

Contact Name(s): Timothy Miller

Email Address(es): TMiller@millerdesign.com

Phone Number(s): 404-788-0150

Physical Address: 315 Northpoint Pkwy SE, Suite F

City/State/ZIP: Acworth, GA 30102

REMIT TO ADDRESS (if different): \_\_\_\_\_

#### **ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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



#### **ARTICLE #105 – CONTRACT TERM**

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

#### **ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

#### **ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

Additional provisions are:

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

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

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

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
- C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

#### **ARTICLE #108 – TERMINATION PROVISIONS**

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

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
  2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
  6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
  2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
  2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
  3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
  4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
  2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
  3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
  4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
  5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

#### **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 supersede all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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



#### **ARTICLE #116 – WAIVER**

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

#### **ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

#### **ARTICLE #118 – INSURANCE REQUIREMENTS**

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

##### **Workers' Compensation Insurance: Required for all contracts.**

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

##### **Additional Provisions:**

**Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents,

authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

**Umbrella Liability Insurance: Required for all contracts.**

\$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**

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

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

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

#### **ARTICLE #119 – NO WAIVER**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

#### **ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

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

#### **ARTICLE #121 – COMPENSATION**

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

#### **ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

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

**B. Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

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

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS**

Reserved.

**ARTICLE #124 – RETAINAGE**

Reserved.

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

#### **ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

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

#### **ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

#### **ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

#### **ARTICLE #132 – NOT A JOINT VENTURE**

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

#### **ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.

5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted

assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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



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

Print Contractor's Full Legal Name Below:

MILLER EG DESIGN

By: Timothy G Miller

Print Name: TIMOTHY G MILLER

Title: OWNER

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_

David Gibbs, Chairman  
Hall County Board of Commissioners

Date: \_\_\_\_\_

Sworn to and subscribed before me this

11 Day of December, 2025.

Attestation: \_\_\_\_\_  
Commission Clerk

Notary Public: Kami P. Lewis

Notary commission expires: November 16, 2028  
[Locus Sigilli – Seal or Stamp]

Kami P. Lewis  
NOTARY PUBLIC  
COBB COUNTY, GEORGIA  
My Commission Expires  
11/16/2028

APPROVED AS TO FORM

Nathaniel R. Anderson,  
Senior Assistant County Attorney



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

## EXHIBIT C COST PROPOSAL WORKSHEET

RFQ/P # 46-026

Demand Services for On-Call Fabrication & Installation of Hall County  
Facility Signage

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

Company Name: MILLER EG DESIGN

Bidder's Name: TIMOTHY G. MILLER

Bidder's Signature: Timothy G. Miller

Date: 12/10/25

Sign type	Description	Ref. Sheet	Qty.	Unit Price
A	Building ID Monument Sign – Large	6-9	1	\$ <u>24,360</u>
B	Building ID Monument Sign – Small	10-11	1	\$ <u>16,751</u>
C	Vehicular Directional Sign	12-14	1	\$ <u>686</u>
D.1	Informational Sign (High)	15-17	1	\$ <u>508</u>
D.2	Informational Sign (Low)	15-17	1	\$ <u>476</u>
E	Park Identification Sign	18-20	1	\$ <u>6,823</u>

Average Installation Cost      \$ 1,400

- - Additional Cost (if any)      \$ \*

\* - Please note, as signs are requested, estimated site work, equipment costs and materials will be given for the site specific sign(s) requested. Therefore, permits, footings, foundations, structural engineering and similar site related tasks and items are not included in the prices and will be provided at the time of the request.

Please estimate cost per sign on orders of 10 or more to achieve volume pricing.

Sign type	Description	Ref. Sheet	Qty.	Unit Price
A	Building ID Monument Sign – Large	6-9	10+	\$ <u>22,411</u>
B	Building ID Monument Sign – Small	10-11	10+	\$ <u>15,400</u>
C	Vehicular Directional Sign	12-14	10+	\$ <u>501</u>
D.1	Informational Sign (High)	15-17	10+	\$ <u>467</u>
D.2	Informational Sign (Low)	15-17	10+	\$ <u>436</u>
E	Park Identification Sign	18-20	10+	\$ <u>6,281</u>

RFQ/P #46-026, Demand Services for Fabrication & Installation of Hall County Signage

Bid Tab Summary

<b>SCORES</b>	<b>Miller EG Design</b>	<b>Knight Sign Industries, Inc.</b>	<b>Blink Marketing Inc. DBA Blink Signs</b>	<b>DeNyse Companies, Inc.</b>	<b>Signal Signs of Ga.</b>
	<b>Acworth, GA</b>	<b>Tuscaloosa, AL</b>	<b>Cleveland, OH</b>	<b>Douglasville, GA</b>	<b>Mableton, GA</b>
Average Technical Scores	693.33	793.33	606.67	646.67	466.67
Average Cost Scores	200.00	83.33	150.00	83.33	116.67
<b>Total Scores</b>	<b>893.33</b>	<b>876.67</b>	<b>756.67</b>	<b>730.00</b>	<b>583.33</b>

Number of bids emailed	94
Number of bids emailed to Hall Co	8
Total responses	5
Number of Hall Co responses	0
No Bids	0



## AGENDA ITEM

### Appointments for Consideration

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**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 40/2026

**SUBJECT:** Appointment to the Avita Community Partners Board to serve a term from January 1, 2026 to December 31, 2028. Commission Districts 1, 2, 3 & 4.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JR  
**Recommendation:** n/a

#### Purpose of Request:

Appointment to the Avita Community Partners Board to serve a term from January 1, 2026 to December 31, 2028. Commission Districts 1, 2, 3 & 4.

#### History:

Commissioner Kathy Cooper is the current appointment.

#### Facts and Issues:

Commissioner Kathy Cooper is willing and eligible to serve another term.

Term Limit - 3 years/3 terms max.

This is an ex-officio appointment.

#### Options:

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

**Has it been reviewed by the County Attorney?** Yes

**Is there a deadline for this item?**

**Approvals:**

Approve	Clerk
JR	JR

Attachments:



## AGENDA ITEM

### Planning & Zoning

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 43/2026

**SUBJECT:** Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Planning & Zoning to hire a Planning Intern in the amount of \$2,959.50, and appoint the Grants Manager as the Program Designee; authorization for the Chairman to execute the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. along with all related application and award documents. No match is required.

---

### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

### Executive Summary:

**Presenter:** KGA

**Recommendation:**  
Approve.

### Purpose of Request:

Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Planning & Zoning to hire a Planning Intern in the amount of \$2,959.50, and appoint the Grants Manager as the Program Designee; authorization for the Chairman to execute the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. along with all related application and award documents. No match is required.

### History:

Hall County Parks & Leisure received GCIP funding in 2024.

### Facts and Issues:

### Options:



The Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation's Georgia County Internship Program (GCIP) offers first-hand internship experiences to undergraduate and graduate-level college students in county government. GCIP enables counties to hire talented college students for specific projects that will benefit county governments and citizens.

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

Multiple Grant 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:**

Grants	Submit	Approve	Grants
PS	KA	KA	SG
Budget	Finance	Attorney	Administration
JM	TS	NA	CR
Clerk			
JR			

---

**Attachments:**

2026 Hall County GCIP Award Package



**HALL COUNTY BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 43/2026**

**Funds Requested:** \$ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Multiple Grant Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2026	250-MULTIPLE GRANT FUND	7410-PLANNING	371000-PRIVATE DONATIONS	\$-2,959.50
2026	250-MULTIPLE GRANT FUND	7410-PLANNING	511101-PART-TIME SALARIES	\$2,733.10
2026	250-MULTIPLE GRANT FUND	7410-PLANNING	512200-FICA	\$226.40

**Budget Transfer Items:**

**Additional Information/Comments:**

The internship can occur at any time between May 1, 2026, and September 1, 2026.

**Contact for Questions:** KGA

**Phone:**

# ACCG Civic Affairs Foundation

December 22, 2025

Ms. Sommer Green  
2875 Browns Bridge Road  
Gainesville, GA 30504

Dear Ms. Green:

I am pleased to inform you that **Hall County** has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2026 summer program in the amount of **\$2,959.50** for the **Planning Intern** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview, and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2026 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair David Gibbs  
Zach Propes  
Jennifer Rivera  
Beth Garmon

## **GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT**

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Hall County (“COUNTY”), having its principal office at 2875 Browns Bridge Road, Gainesville, GA 30504. In exchange for valuable consideration, the parties agree as follows.

### **I. GENERAL TERMS.**

#### **A. Agreement Term:**

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY’S** governing authority and entry on the **COUNTY’S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

#### **B. Purpose of Agreement:**

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2026 until September 1, 2026. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### **II. REIMBURSEMENT TO COUNTY.**

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### **A. Use of Grant Funds.**

##### **1. Amount of Reimbursement**

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

# **ACCG** Civic Affairs Foundation

the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
  - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### **III. Obligations of COUNTY:**

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2026 to September 1, 2026, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on-site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

# **ACCG** Civic Affairs Foundation

payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 12, 2026 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2026; intern consent form (“Intern Consent Form”) (Exhibit F); the county and intern information (“Intern and County Information Requirements”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
  2. **Fair Labor Standards Act**
  3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

# **ACCG** Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

## **IV. CONTRACT MODIFICATION**

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

## **V. TERMINATION**

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

# **ACCG** Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2026.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

## **VI. Access to Records, Records Retention, and Investigation**

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

## **VII. Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

## **VIII. Program Publicity and COUNTY Participation**

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.



# **ACCG** Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

## **XII. CONTRACT EXHIBIT INCLUSION:**

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

# ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

\_\_\_\_\_  
Signature

David Gibbs

Printed Name

Chairman, Hall County BOC

Title:



\_\_\_\_\_  
Signature

Dave Wills

Printed Name

Secretary-Treasurer

Title:

This \_\_\_\_ day of \_\_\_\_\_, 2026

This 16 day of Dec., 2025

## COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of Hall County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the Hall County Governing Authority in a meeting that was properly advertised and open to the public on February 12, 2026, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk



## AGENDA ITEM

### Planning & Zoning

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**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 36/2026

**SUBJECT:** **3294 & 3290 Athens Highway | Rezone** | from Agricultural Residential (AR-1) & Planned Industrial Development (PID) to Light Industrial (I-1)) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Jim Rizqallah, applicant** NOTE: Tabled at the January 22, 2026 Voting Meeting until the February 12, 2026 Voting Meeting.

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### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

### Executive Summary:

**Presenter:** KA

**Recommendation:**

Staff recommends **DENIAL** of the applicant's request. However, if the County Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated November 19, 2025, and as described in the project narrative dated November 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. All development shall meet Gateway Corridors Overlay District requirements of the Hall County Unified Development Code.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

**Purpose of Request:**

**History:**

**3294 & 3290 Athens Highway | Rezone** | from Agricultural Residential (AR-1) & Planned Industrial Development (PID) to Light Industrial (I-1)) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Jim Rizqallah, applicant**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
KE	KA	JL	CR
Clerk			
JR			

**Attachments:**

Staff Report  
 Application  
 Updated Narrative  
 Narrative  
 Updated Site Plan  
 Site Plan  
 Plat  
 Maps  
 Renderings  
 Deed  
 Legal Description  
 Water Availability  
 Environmental Health Comment  
 GDOT Comment  
 Public Works Comment  
 Fire Comment  
 Public Comments  
 Notice Sign  
 Updated Notice Sign - February 12, 2026  
 8-1-2008 BOC Action Letter  
 Public Comment - from Kevin Shockley  
 Public Comment - from Karen Shore  
 Public Comment - from Danielle Roberts  
 Constitutional Objection - from Hulsey, Oliver & Mahar

**HALL COUNTY BOARD OF COMMISSIONERS  
STAFF REPORT**

**Applicant** ..... Jim Rizqallah

**Request** ..... **Rezone** | from Agricultural Residential (AR-1) &  
Planned Industrial Development (PID) to Light  
Industrial (I-1)

**Proposed Use** ..... Uses permitted in I-1

**Size** ..... 14.11 acres

**Zoning** ..... **Current:** Agricultural Residential (AR-1) &  
Planned Industrial Development (PID) |  
**Proposed:** Light Industrial (I-1)

**Location** ..... **3294 & 3290 Athens Highway** | Tax parcel  
15014 000192

**Commission District** ..... Three

**County Commission Date** ..... January 22, 2026

**Staff Recommendation** ..... **Denial**, as the proposed zoning is not consistent  
with the “Suburban Neighborhood, Low-  
Density” future land use designation in the  
Comprehensive Plan.

**Record Number**..... HZON25-0054

**Staff recommends DENIAL of the applicant’s request. However, if the County Commission chooses to approve this request, staff recommends the following conditions:**

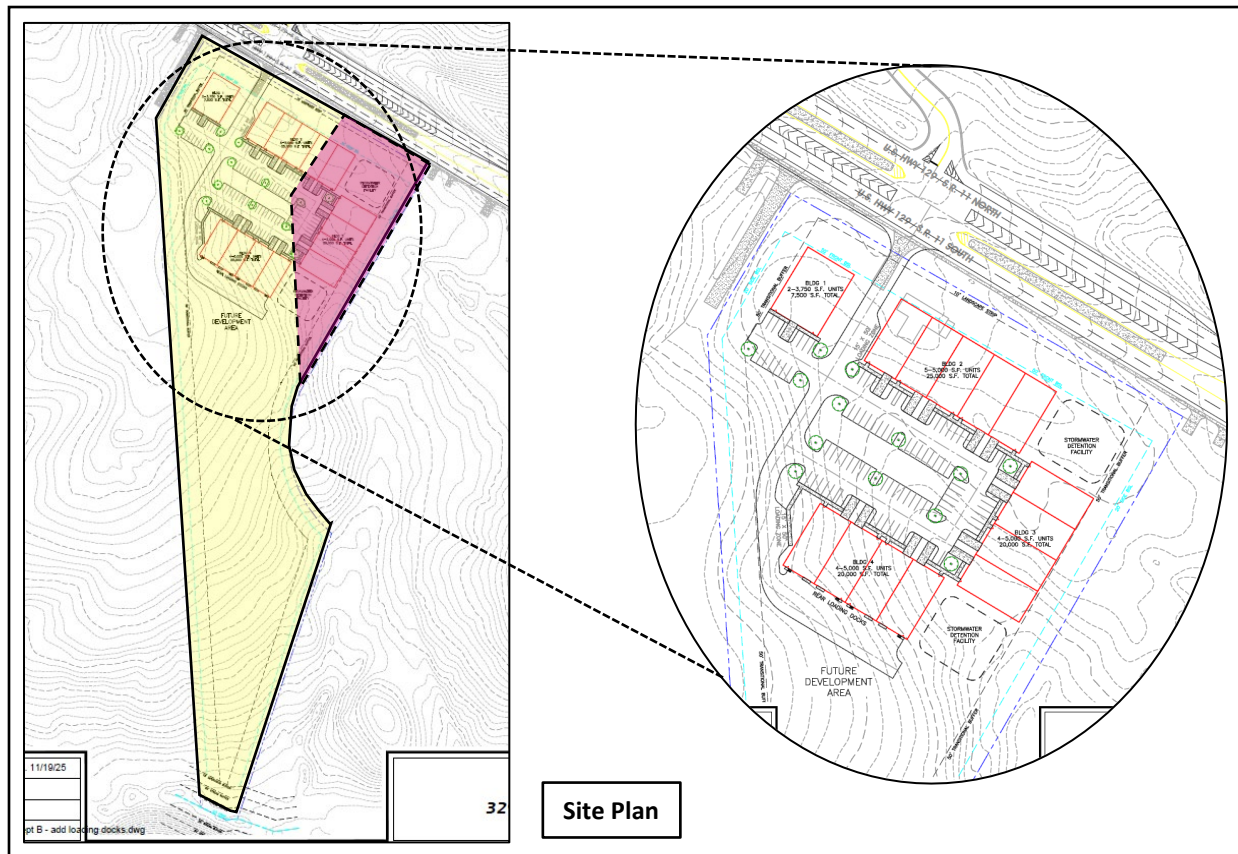
1. The property shall be developed in accordance with the site plan dated November 19, 2025, and as described in the project narrative dated November 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. All development shall meet Gateway Corridors Overlay District requirements of the Hall County Unified Development Code.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments,

including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

### **Summary Analysis**

The applicant is requesting to rezone a 14.11± acre portion of a tract from Agricultural Residential (AR-1) & Planned Industrial Development (PID) to Light Industrial (I-1) to allow for uses permitted in the I-1 zoning district. Currently, the subject property is developed with one single-family residence, and two accessory structures used as a storage building and a pole barn.



A part of the subject property (shown in pink highlight) was approved by the Board of Commissioners to be rezoned to Planned Industrial Development (PID) on July 24, 2008, to allow mixed use commercial and manufacturing with the following conditions (ZON2008-00070):

1. The development of the site shall occur as generally depicted and described in the concept plan and project narrative, modified as necessary for compliance with development standards in force at the time of site plan approval.

2. Development shall be limited to a 13,200 sq. ft. manufacturing and repair building and 6,900 sq. ft. retail/office building.
3. The Applicant must connect to City of Gainesville water before the issuance of any permits.
4. All development shall meet Gateway Corridors Overlay District requirements section 17.420 of the Hall County Zoning Regulations.
5. Final driveway design and placement are subject to approval by the Hall County Engineering Department and/or the Georgia Department of Transportation.
6. Any access or adjacent intersection improvements required by the Hall County Engineering Department or the Georgia Department of Transportation are the financial responsibility of the Applicant/developer.
7. All conditions of zoning shall be made a part of any plat created for the property.
8. The hours of operation will be Monday through Saturday from 7 a.m. to 9 p.m.

The surrounding properties are zoned and developed as outlined below:

- |        |   |
|--------|---|
| North: | Planned Industrial Development (PID) –<br>Truck Terminal<br>Agricultural Residential 1 (AR-1) –<br>Sugar Hill Elementary School |
| East:  | Agricultural Residential 1 (AR-1) –<br>Vacant   |
| South: | Agricultural Residential 1 (AR-1) –<br>Developed with single-family<br>residences   |
| West:  | Agricultural Residential 1 (AR-1) –<br>Developed with single-family<br>residences   |



Per the submitted narrative, the applicant is requesting to rezone the subject property from Agricultural Residential (AR-1) and Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted within the I-1 zoning district. The applicant specifically proposes the development of warehouse buildings with associated office space. The property also falls within the Gateway Corridor Overlay District (GCOD).

The proposed development consist of multiple warehouse buildings totaling approximately 72,500 square feet across 4 buildings/15 units. The proposal includes one 7,500-square-foot building with the potential to be divided into two units; one 25,000-square-foot building containing five units; and two 20,000-square-foot buildings containing four units each. The associated site plan shows approximately 85 to 90 parking spaces.

Per the submitted narrative, the applicant states that each unit will be accessed by individual roll-up doors, which will also function as loading areas. Additional designated loading zones are also proposed throughout the site. The applicant also states, all GCOD standards will be met and no variances are being requested as part of this application.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated October 27, 2025, and sanitary sewer services will be provided by private on site septic.

The development standards for the project are identified in the table below and compared to the GCOD requirements:

#### **GCOD Analysis**

<b><u>Standard</u></b>	<b><u>Proposed</u></b>	<b><u>Notes</u></b>	<b><u>Compliance</u></b>
<b>6.2.5.A.– Transitional buffers</b>	The submitted site plan indicates 50-foot buffers along the perimeter	Where an industrial zoning district abuts property zoned for residential or agricultural use, the width must be at least 50 feet.	Complies
<b>6.2.5.B.5.d – Screening of storage and accessory equipment</b>	No screening is proposed	Outdoor storage or sales displays must be screened from view from public streets and adjacent property by a solid fence or wall at least 8 feet in height	Unknown
<b>6.2.5.C.1 – Parking Lot Design - Required number of Parking Spaces</b>	85-90 parking spaces are proposed per site plan	1 per 300 sq. ft. of office plus 1 per 5,000 sq. ft. additional indoor area. The maximum number of parking spaces that may be constructed on impervious surfaces shall be no more than 125 percent of the minimum number of parking spaces	Unknown
<b>6.2.5.C.2.d – Parking Lot Design - Surface</b>	Paved with asphalt	All parking areas must be paved with asphalt, concrete or pervious materials approved by the director.	Complies
<b>6.2.5.C.2.e – Parking Lot Design - Location</b>	The proposed parking is located between buildings.	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	Complies
<b>6.2.6.A.4 – Architectural Standards</b>	Unknown	Shall comply with GCOD standards.	Unknown
<b>6.2.7 – Signs</b>	Unknown	Signage shall comply with GCOD standards.	Unknown



Based on the future land use plan, staff finds the requested rezoning is not consistent with the Hall County Comprehensive Plan and the future land use designation of “Suburban Neighborhood, Low-Density”. These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the Sewer System Master Plan & Rate Study or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2 dwellings per acre or up to 8 dwellings per acre.

#### (A) Zoning Analysis

When considering a zoning amendment to the zoning maps, the Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

- a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is not consistent with the future land use designation identified in the Comprehensive Plan. However, the surrounding area contains a mix of residential, agricultural, industrial, and commercial uses, reflecting a diverse development pattern in the vicinity.**
- b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the use would adversely affect adjacent or nearby property, provided required buffers are maintained.**
- c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**
- d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning is not expected 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 not consistent with the Comprehensive Plan future land use designation of Suburban Neighborhood, Low-Density.**
- 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; **A portion of the subject property is zoned Planned Industrial Development (PID); however, the site was never developed in accordance with the approved zoning. The property is currently developed with a single-family residence and a pole barn constructed in 1957, as well as a storage building constructed in 2018.**
- j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**
- k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed Light Industrial (I-1) zoning would not create an isolated district, as portions of the subject parcel and adjacent properties are already zoned for similar industrial uses.**
- l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
- m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the County as a whole.**
- n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support Light Industrial uses based on the Future Land Use Map and the current zoning map; however, the development as proposed requires rezoning approval by the Board of Commissioners.**
- o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**
- p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
- q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

#### **11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at 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 December 16, 2025, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

**Georgia Department of Transportation**

In an email dated December 11, 2025, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated “Will need to permit with our office. Driveway will need to align, and a right turn lane will be required. Intersection will need to be studied.”

**Hall County Public Works and Utilities**

In a memorandum from Public Works and Utilities dated December 17, 2025, Assistant Director Jason Skarda 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 FEMA and Hall County studied flood plains that are present on site.

**Traffic:**

GDOT access Permit is required.

**Utilities:**

Hall County Sewer Service area – No infrastructure in vicinity.

**Hall County Fire Marshal**

In an email dated December 16, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s Office considers the plan conceptual and if approved may require modifications during development review to meet fire code.”



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



### AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Johnny Walker

Address 3294 Athens Hwy

Gainesville, GA 30507

Phone Number [REDACTED]

Name of applicant(s) Jim Rizqallah

Address P.O. Box 6766

Gainesville, GA 30504

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)

Johnny Walker

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Ashley Lynn Wilson  
Notary Public

770-654-0314

P.O. Box 346

DEMOREST, GA 30535

COMMISSION EXPIRES  
JULY 10, 2028



10/24/2025  
Date



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



## 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: Jim Rizgallah

Date: 10-23-2025

Applicant's/Owner's Name (Printed): Jim Rizgallah

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



## 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: Johnny Walker

Date: 10-24-05

Applicant's/Owner's Name (Printed): Jim Rizgallah



PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
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Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Johnny Walker

Date: 10-24-05

Applicant's/Owner's Name (Printed): Johnny Walker

Applicant seeks to rezone a 14.1-acre tract of land from a combination of Planned Industrial Development (PID) and Agricultural Residential (AR-1) to Light Industrial.

History of Use. All of the property is currently utilized as a single-family residence. There is a single home built in approximately in 1957 located on the property. There are several other accessory structures located on the property.

A 3.5-acre portion of the property was rezoned in 2008 to PID for potential use as a 13,200 square foot manufacturing repair building and 6,900 square foot retail office building. That development never occurred as proposed.

The property was purchased by the existing owner as two (2) tracts, but has been combined into a single tract for tax purposes.

Current Zoning. Current Zoning is a mixture of AR-1 and PID.

Proposed Use. As shown on the attached site plan, the applicant intends to construct four industrial buildings of various sizes. Each would be constructed so that the building could be subdivided into multiple units.

One building would be approximately 7,500 square feet, with the ability to subdivide into two (2) units.

Second building, as depicted on the site plan, would be approximately 25,000 square feet. The applicant proposes that the other two (2) buildings would be approximately 20,000 square feet.

All parking would be separated from Highway 129 by the buildings themselves.

Each building would have the ability to be further subdivided to provide for combination of office and warehouse space for various small businesses. The applicant believes there is a high demand for this type of development in the area. Inspiration photograph showing the intended look of the buildings have been included.

As shown on the revised site plan, the buildings 1, 2 & 3 will be accessed via a front facing 12x12 (approx.) roll up door and a driveway from the door to the drive aisle on front of the building. This will allow occupant to store and load vehicles inside the buildings. Building 4 will have rear loading docks as shown.

Property will be subject to the Gateway Corridor Overlay. Applicant will propose to comply with all aspects of the Gateway Corridor Overlay and is requesting no variances or other deviations from applicable zoning.

Development Schedule. Property will be developed as soon as practical following rezoning. Applicant will build one building at a time.

Surrounding Uses. Property directly across the street is currently zoned PID and a large-scale warehouse is under construction. Other properties along Athens Highway are a mixture of Highway business and Agricultural zoning.

Utilities. The property will be served by City of Gainesville water. A water availability letter is included with the application. There is no current sewer availability in the area.

## Zoning Narrative

Applicant seeks to rezone a 14.1-acre tract of land from a combination of Planned Industrial Development (PID) and Agricultural Residential (AR-1) to Light Industrial.

History of Use. All of the property is currently utilized as a single-family residence. There is a single home built in approximately in 1957 located on the property. There are several other accessory structures located on the property.

A 3.5-acre portion of the property was rezoned in 2008 to PID for potential use as a 13,200 square foot manufacturing repair building and 6,900 square foot retail office building. That development never occurred as proposed.

Current Zoning. Current Zoning is a mixture of AR-1 and PID.

Proposed Use. As shown on the attached site plan, the applicant intends to construct four industrial buildings of various sizes. Each would be constructed so that the building could be subdivided into multiple units.

One building would be approximately 7,500 square feet, with the ability to subdivide into two (2) units.

Second building, as depicted on the site plan, would be approximately 25,000 square feet. The applicant proposes that the other two (2) buildings would be approximately 20,000 square feet.

All parking would be separated from Highway 129 by the buildings themselves.

Each building would have the ability to be further subdivided to provide for combination of office and warehouse space for various small businesses. The applicant believes there is a high demand for this type of development in the area.

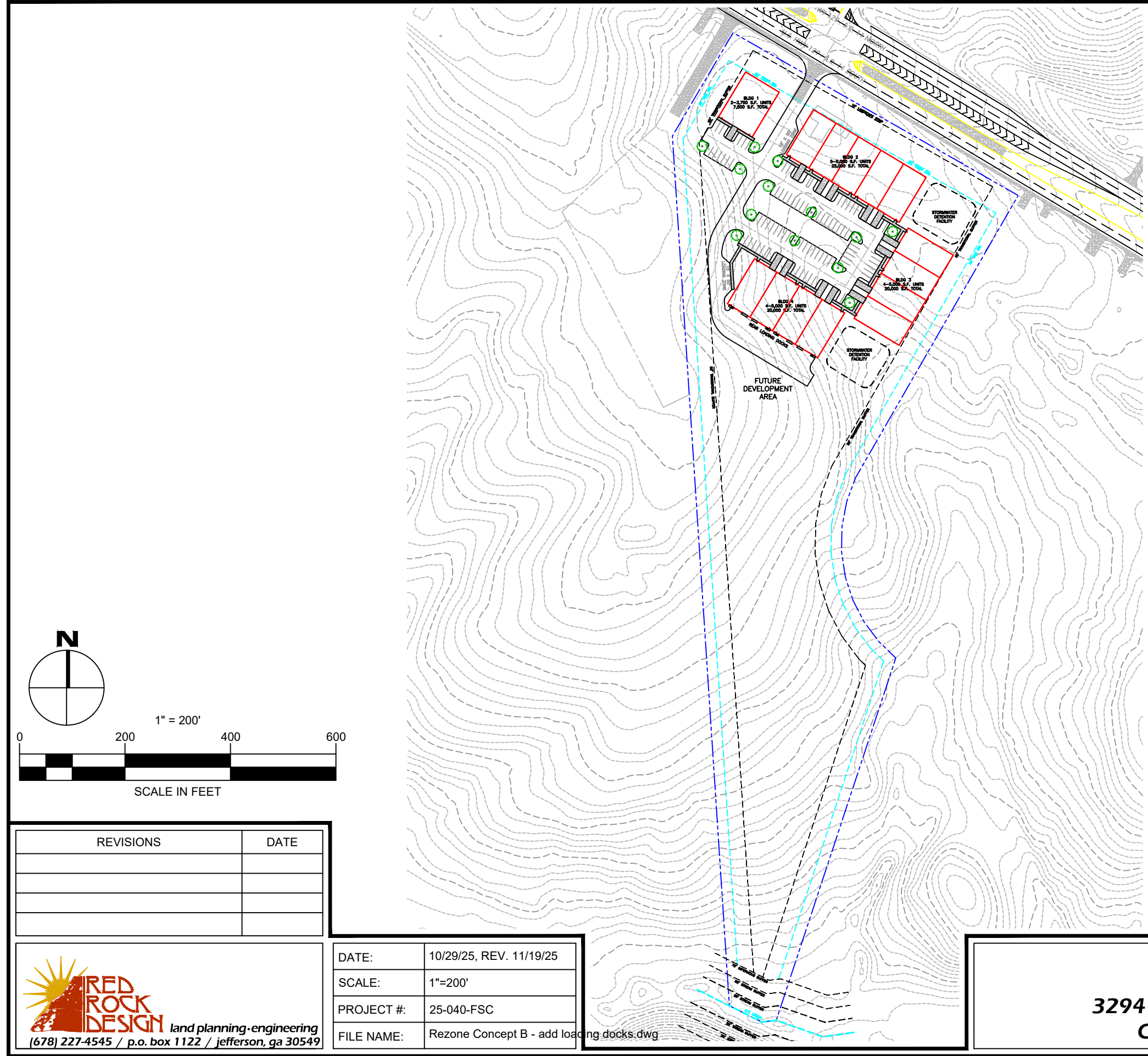
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1. EXISTING ZONING:  
AR-1 AND PID (HALL COUNTY)
2. PROPOSED ZONING:  
I-1 (HALL COUNTY)
3. PLANS PREPARED BY:  
RED ROCK DESIGN  
P.O. BOX 1122  
JEFFERSON, GA 30549  
PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROJECT DEVELOPER:  
CHOICE FSC  
C/O MR. JIM RIZQALLAH  
678.858.5105 CELL  
6716 LITTLE WHISTLE WAY  
CLERMONT, GA 30527  
jim.rizqallah@choicefsc.com
5. PROPERTY OWNER:  
MR. JOHNNY WALKER  
(678)617-3554  
johnnywalker4276@aol.com
6. PROPERTY LOCATION  
THE SUBJECT PROPERTY IS LOCATED AT:  
3294 ATHENS HIGHWAY.  
GAINESVILLE, GA 30507
7. TAX PARCEL NUMBER:  
15014 000192  
ONE INDUSTRIAL LOT IS PROPOSED BY THIS PROJECT.
8. THIS PLAN IS BASED ON A BOUNDARY SURVEY BY PHILLIPS LAND SURVEYING, DATED 12/11/2001.
9. EXISTING USE:  
RESIDENTIAL AND VACANT LAND.
10. PROPOSED USE:  
I-1 OFFICE/WAREHOUSE SPACE
11. UTILITIES:  
PUBLIC WATER - CITY OF GAINESVILLE  
GAS N/A  
CABLE AT&T  
TELEPHONE: AT&T  
POWER - GEORGIA POWER  
ON-SITE SEPTIC SYSTEMS WILL BE UTILIZED
12. GARBAGE WILL BE DISPOSED OF IN PRIVATE CANS THAT ARE EMPTIED BY PRIVATE CONTRACTOR.
13. PARKING PROVIDED:  
87 CONVENTIONAL SPACES  
14 SPACES IN UNIT DRIVEWAYS  
FOUR REAR LOADING DOCKS SHOWN. SOME UNITS MAY FEATURE FRONT LOADING DOCKS DEPENDING UPON GRADING/DESIGN OF UNITS.
14. GROSS SQUARE FOOTAGE PROPOSED:  
BLDG 1 7,500 S.F.  
BLDG 2 25,000 S.F.  
BLDG 3 20,000 S.F.  
BLDG 4 20,000 S.F.  
THE BUILDINGS WILL BE BROKEN UP INTO MULTIPLE UNITS RANGING FROM 2,500 S.F. TO 7,500 S.F. PER TENANT BASED ON MARKET DEMAND. THE SPACES DEPICTED ON THIS PLAN ARE SHOWN AT 5,000 S.F. EACH TO GIVE A SENSE OF SCALE.

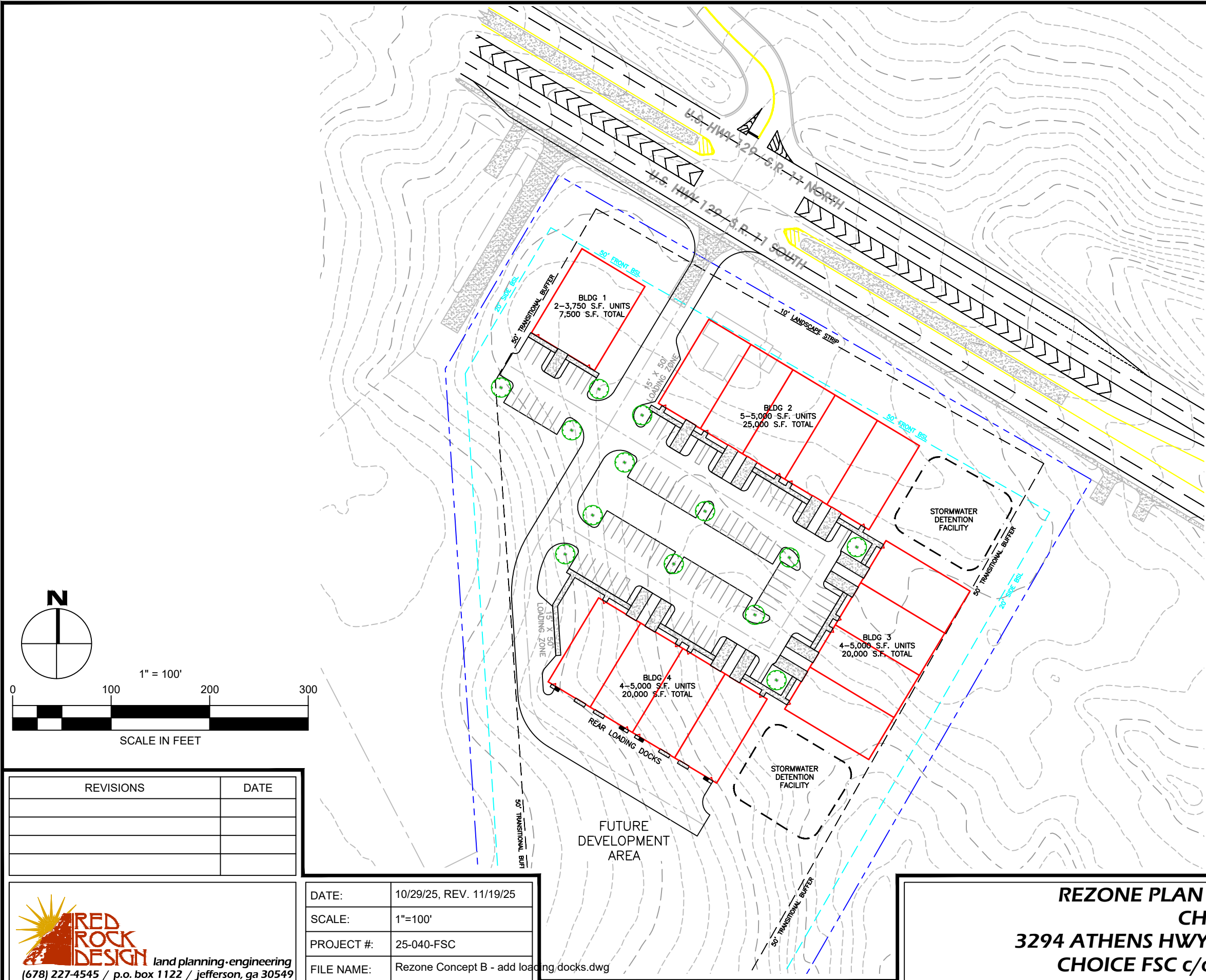
REVISIONS	DATE



**RED ROCK DESIGN** land planning·engineering  
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549


DATE:	10/29/25, REV. 11/19/25
SCALE:	1"=200'
PROJECT #:	25-040-FSC
FILE NAME:	Rezone Concept B - add loading docks.dwg

**REZONE PLAN FOR:**  
**CHOICE FSC**  
**3294 ATHENS HWY. GAINESVILLE, GA 30507**  
**CHOICE FSC c/o MR. JIM RIZQALLAH**



- EXISTING ZONING:  
AR-1 AND PID (HALL COUNTY)
- PROPOSED ZONING:  
I-1 (HALL COUNTY)
- PLANS PREPARED BY:  
RED ROCK DESIGN  
P.O. BOX 1122  
JEFFERSON, GA 30549  
PROJECT CONTACT: DAVID ELDER 678.227.4545
- PROJECT DEVELOPER:  
CHOICE FSC  
C/O MR. JIM RIZQALLAH  
678.858.5105 CELL  
6716 LITTLE WHISTLE WAY  
CLERMONT, GA 30527  
jim.rizqallah@choicefsc.com
- PROPERTY OWNER:  
MR. JOHNNY WALKER  
(678)617-3554  
johnnywalker4276@aol.com
- PROPERTY LOCATION  
THE SUBJECT PROPERTY IS LOCATED AT:  
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GAINESVILLE, GA 30507
- TAX PARCEL NUMBER:  
15014 000192  
ONE INDUSTRIAL LOT IS PROPOSED BY THIS PROJECT.
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- EXISTING USE:  
RESIDENTIAL AND VACANT LAND.
- PROPOSED USE:  
I-1 OFFICE/WAREHOUSE SPACE
- UTILITIES:  
PUBLIC WATER – CITY OF GAINESVILLE  
GAS N/A  
CABLE AT&T  
TELEPHONE: AT&T  
POWER – GEORGIA POWER  
ON-SITE SEPTIC SYSTEMS WILL BE UTILIZED  
GARBAGE WILL BE DISPOSED OF IN PRIVATE CANS THAT ARE EMPTIED BY PRIVATE CONTRACTOR.
- PARKING PROVIDED:  
87 CONVENTIONAL SPACES  
14 SPACES IN UNIT DRIVEWAYS  
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BLDG 1           7,500 S.F.  
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REVISIONS	DATE

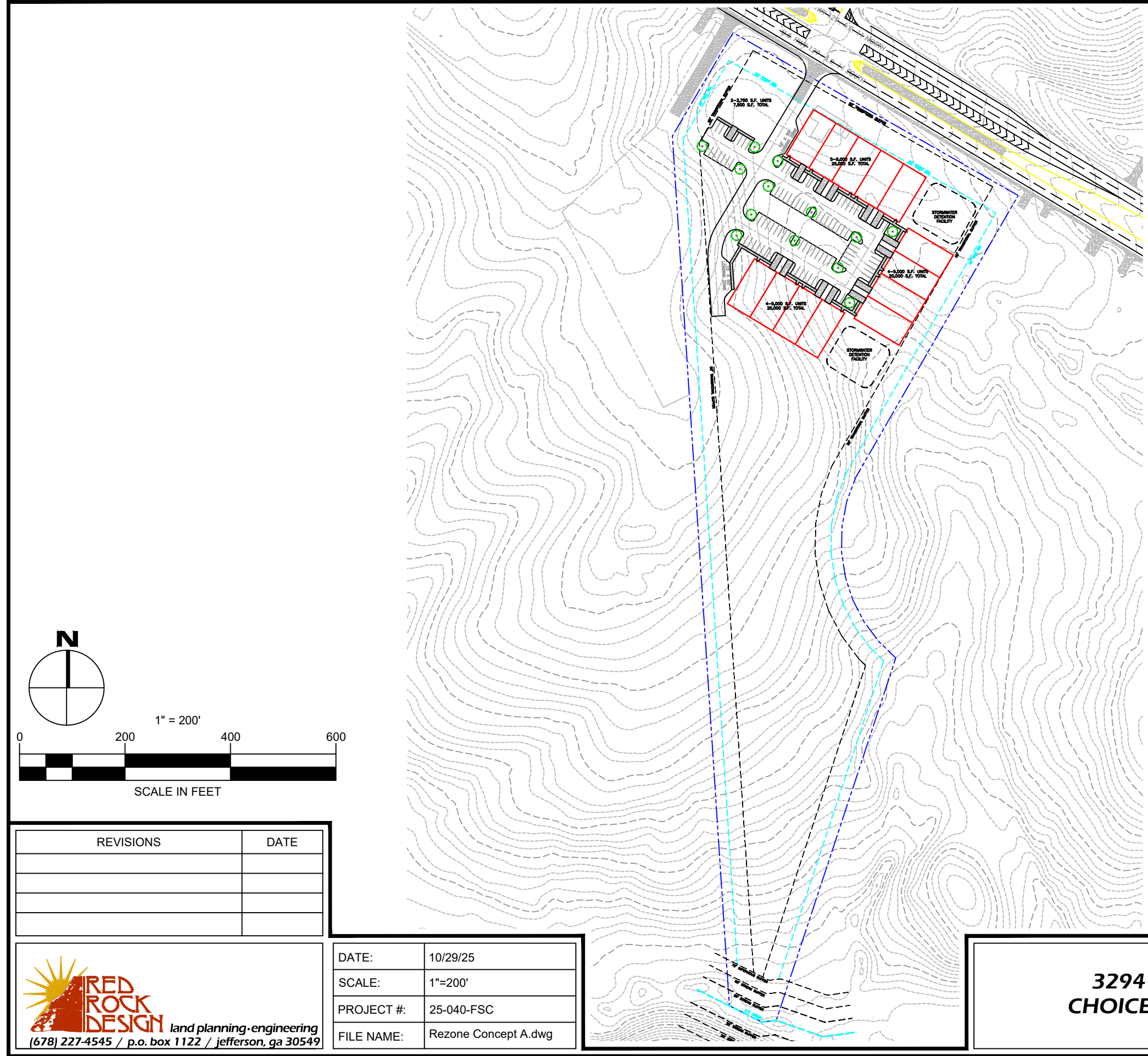


land planning·engineering  
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549

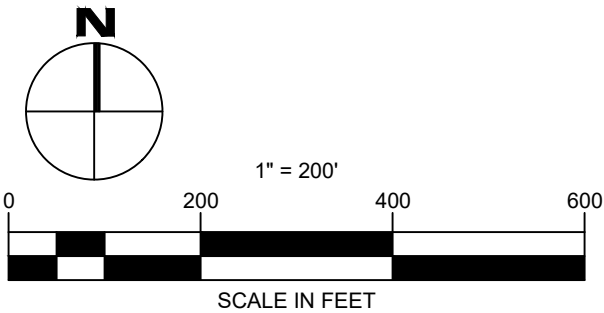
DATE:	10/29/25, REV. 11/19/25
SCALE:	1"=100'
PROJECT #:	25-040-FSC
FILE NAME:	Rezone Concept B - add loading docks.dwg

REZONE PLAN ENLARGEMENT FOR:  
CHOICE FSC  
3294 ATHENS HWY. GAINESVILLE, GA 30507  
CHOICE FSC c/o MR. JIM RIZQALLAH






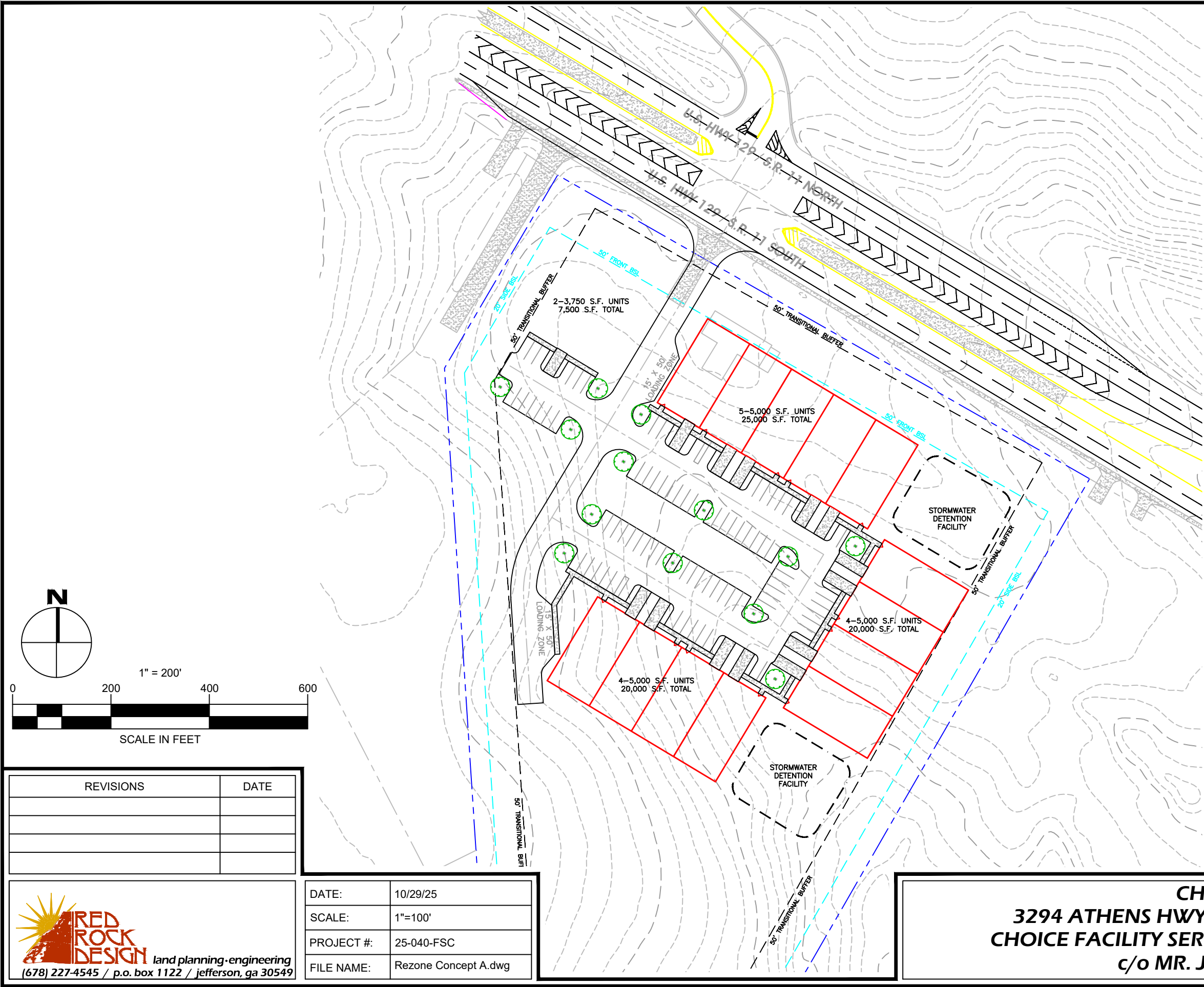
1. EXISTING ZONING:  
AR-1 AND PID (HALL COUNTY)
2. PROPOSED ZONING:  
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3. PLANS PREPARED BY:  
RED ROCK DESIGN  
P.O. BOX 1122  
JEFFERSON, GA 30549  
PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROJECT DEVELOPER:  
CHOICE FACILITY SERVICES AND CONSTRUCTION  
C/O MR. JIM RIZQALLAH  
678.858.5105 CELL  
6716 LITTLE WHISTLE WAY  
CLERMONT, GA 30527  
jim.rizqallah@choicefsc.com
5. PROPERTY OWNER:  
MR. JOHNNY WALKER  
(???)???-????
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GAS N/A  
CABLE AT&T  
TELEPHONE: AT&T  
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ON-SITE SEPTIC SYSTEMS WILL BE UTILIZED
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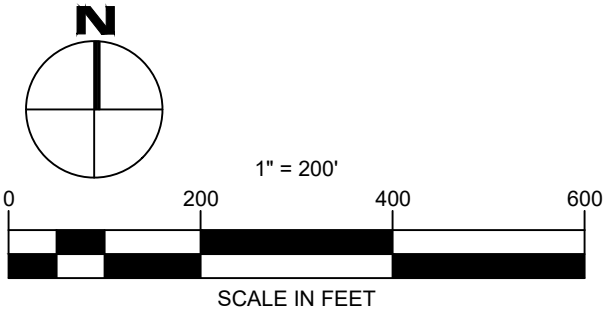
REVISIONS	DATE

	DATE:	10/29/25
	SCALE:	1"=200'
	PROJECT #:	25-040-FSC
	FILE NAME:	Rezone Concept A.dwg


**CHOICE FSC**  
**3294 ATHENS HWY. GAINESVILLE, GA 30507**  
**CHOICE FACILITY SERVICES AND CONSTRUCTION**  
**c/o MR. JIM RIZQALLAH**



1. EXISTING ZONING:  
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REVISIONS	DATE

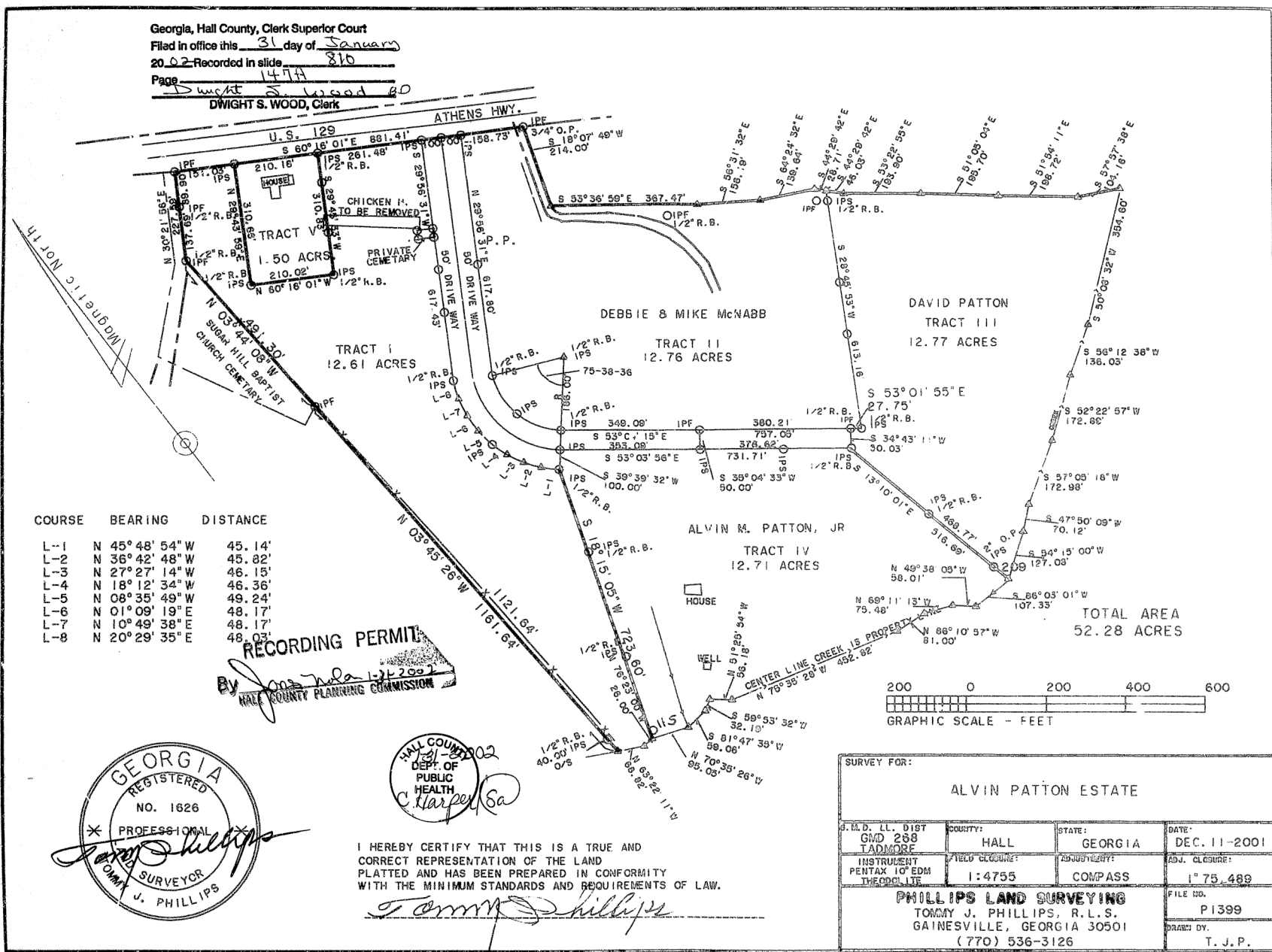


**RED ROCK DESIGN** land planning-engineering  
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549

DATE:	10/29/25
SCALE:	1"=100'
PROJECT #:	25-040-FSC
FILE NAME:	Rezone Concept A.dwg

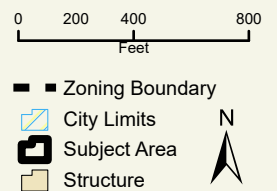
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**CHOICE FACILITY SERVICES AND CONSTRUCTION**  
**c/o MR. JIM RIZQALLAH**

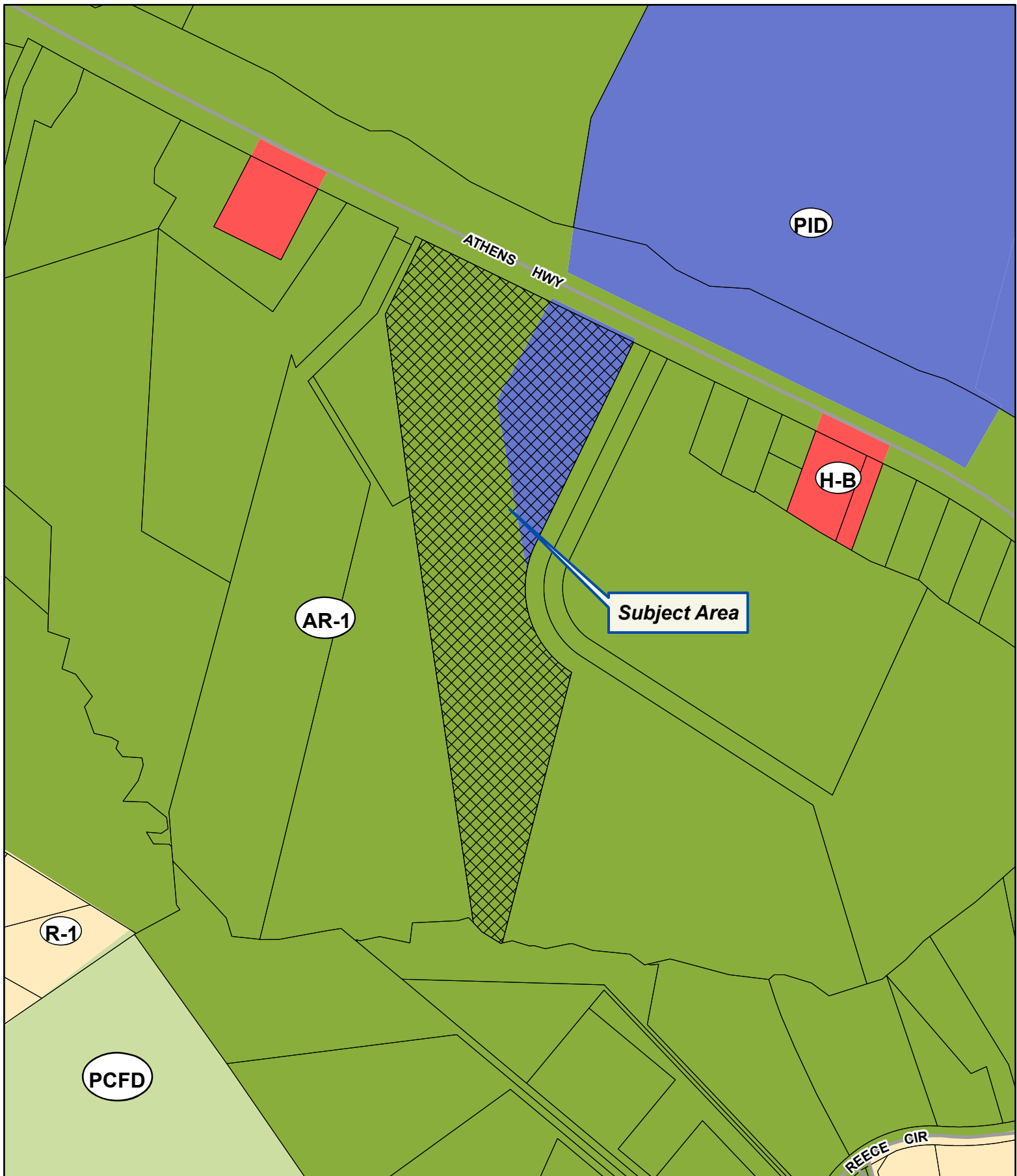




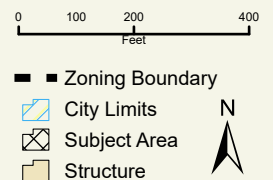


**Applicant:** JIM RIZQALLAH  
**Tax Parcel #:** 15014 000192  
**Location:** 3294 & 3290 ATHENS HIGHWAY  
GAINESVILLE, GA 30507  
**Commission District 3**

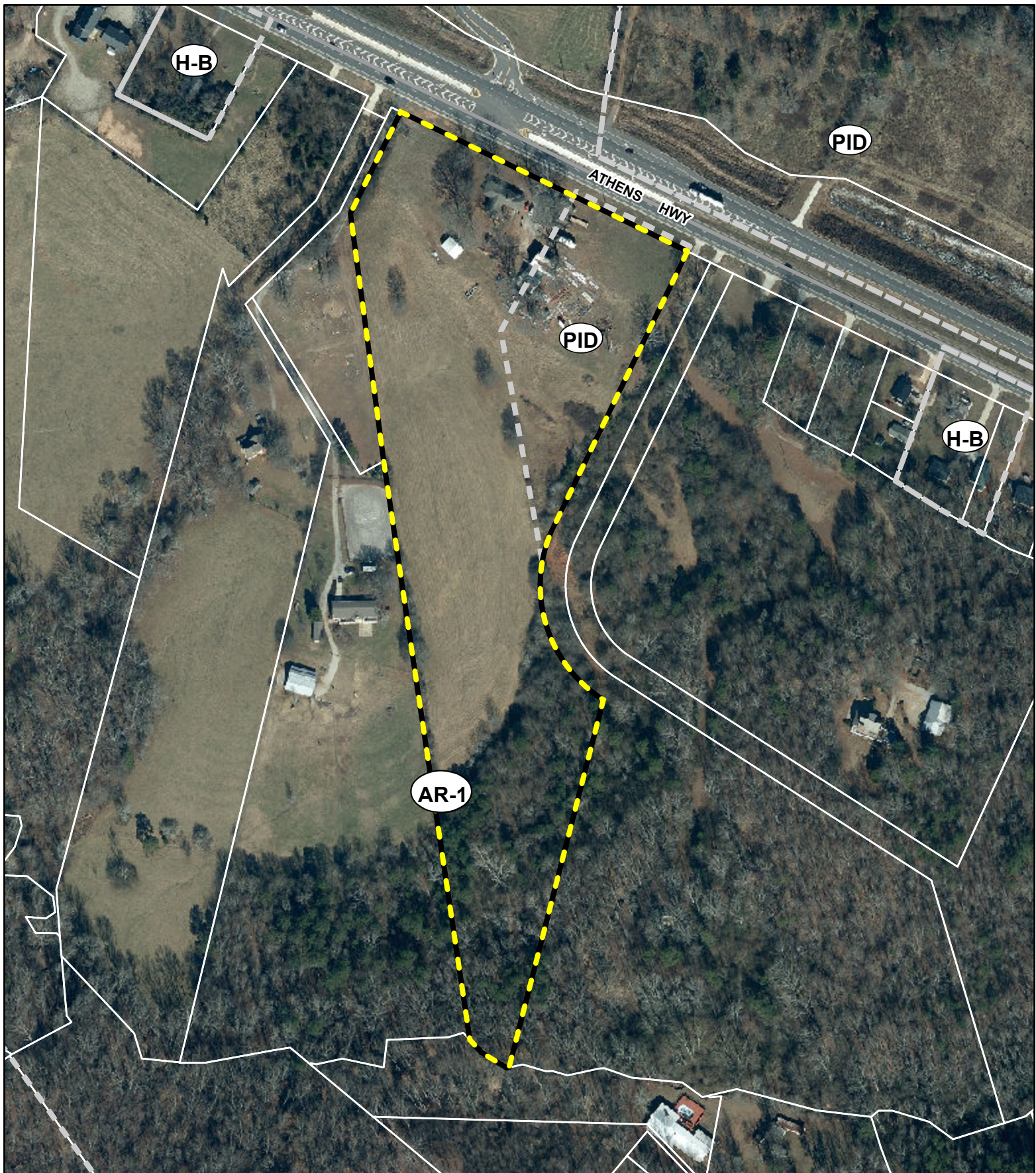




**Applicant:** JIM RIZQALLAH  
**Tax Parcel #:** 15014 000192  
**Location:** 3294 & 3290 ATHENS HIGHWAY  
GAINESVILLE, GA 30507  
**Commission District 3**







**Applicant:** JIM RIZQALLAH

**Tax Parcel #:** 15014 000192

**Location:** 3294 & 3290 ATHENS HIGHWAY  
GAINESVILLE, GA 30507

**Commission District 3**

0 75 150 300  
Feet

— Zoning Boundary

City Limits

Subject Area











BK 7967PG467

HALL COUNTY, Georgia  
Real Estate Transfer TaxPaid \$ 330.00Date 9/18/17Charles Baker  
Superior Court ClerkBy ERPT61 069- 2017-006826FILED  
HALL CO., GA.

17 SEP 18 PM 1:40

CHARLES BAKER, CLERK  
SUPERIOR-STATE COURTBY ER

## WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

↓  
Christopher D. Elrod  
4209 Oakwood Rd., Suite 9  
Oakwood, Georgia 30566

THIS INDENTURE, made this 12 day of September, in the year Two Thousand Seventeen, between KB RE, LLC, as party or parties of the first part, hereinafter called Grantor, and JOHNNY WALKER, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

**Tract One:** All that tract or parcel of land lying and being in Tadmore District, GMD 268, Hall County, Georgia, and being Tract 1 of the "Alvin Patton Estate," consisting of 12.61 acres, as shown on a plat entitled "Survey of Alvin Patton Estate," dated December 11, 2001, recorded in Plat Slide 810, Page 147A, Hall County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

**Tract Two:** All that tract or parcel of land lying and being in Tadmore District, GMD 268, Hall County, Georgia, containing 1.50 acres of land, and being more particularly shown on a plat of survey for Alvin M. Patton, prepared by Tommy J. Phillips, GRLS, dated May 11,



BK 7967 PG 468

2000, as follows: **TO FIND THE TRUE POINT OF BEGINNING**, begin at an iron pin found on the southerly right-of-way of U.S. Highway 129(S) at a point where the southeasterly side of a 20 foot graded drive extending from the highway to the cemetery of the Sugar Hill Baptist Church and the property of Alvin M. Patton adjoin the right-of-way of said highway; thence from said point running South 59-55-08 East a distance of 164.08 feet to a point marked by an iron pin on the right-of-way of U.S. Highway 129, the **TRUE POINT OF BEGINNING**, thence continue along the right-of-way South 59-51-23 East a distance of 210 feet to a corner marked by an iron pin set; thence South 32-24-52 West a distance of 311.50 feet to an iron pin set; thence North 59-59-33 West a distance of 210.02 feet to an iron pin set; thence North 32-24-52 East a distance of 312.00 feet to an iron pin set on the right-of-way of U.S. Highway 129, the **TRUE POINT OF BEGINNING**.

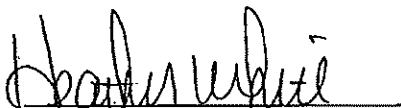
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.


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

Signed, sealed and delivered in presence of:

**KB RE, LLC**

  
Witness

By:

 (SEAL)  
David Collins  
Manager

  
Notary Public



### Legal Description

#### Tract One:

All that tract or parcel of land lying and being in Tadmore District, GMD 268, Hall County, Georgia, and being Tract 1 of the "Alvin Patton Estate," consisting of 12.61 acres, as shown on a plat entitled "Survey of Alvin Patton Estate," dated December 11, 2001, recorded in Plat Slide 810, Page 147A, Hall County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

#### Tract Two:

All that tract or parcel of land lying and being in Tadmore District, GMD 268, Hall County, Georgia, and being Tract V of the "Alvin Patton Estate," containing 1.50 acres of land, and being more particularly shown on a plat of survey for Alvin M. Patton, prepared by Tommy J. Phillips, GRLS, dated May 11, 2000, as follows:

To find the true point of beginning, begin at an iron pin found on the southerly right-of-way of U.S. Highway 129(S) at a point where the southeasterly side of a 20 foot graded drive extending from the highway to the cemetery of the Sugar Hill Baptist Church and the property of Alvin M. Patton adjoin the right-of-way of said highway, thence from said point running South 59-55-08 East a distance of 164.08 feet to a point marked by an iron pin on the right-of-way of U.S. Highway 129, the True Point of Beginning, thence continue along the right-of-way South 59-51-23 East a distance of 210 feet to a corner marked by an iron pin set, thence South 32-24-52 West a distance of 311.50 feet to an iron pin set; thence North 59-59-33 West a distance of 210.02 feet to an iron pin set; thence North 32-24-52 East a distance of 312.00 feet to an iron pin set on the right-of-way of U.S. Highway 129, the True Point of Beginning.

All matters recorded in caption property at Plat Book 76, Page 28, aforesaid records.

CITY OF  
**GAINESVILLE**

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**WATER RESOURCES**

October 27, 2025

Choice Facility Services and Construction  
Jim Rizqallah  
[jim.rizqallah@choicefsc.com](mailto:jim.rizqallah@choicefsc.com)

Re: Water Availability  
Proposed Warehouse Development  
3294 Athens Hwy  
PIN: 15014 000192

Dear Mr. Rizqallah,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of Athens Highway along the frontage of the subject property.

Currently, the City has adequate domestic water capacity to serve your proposed warehouse 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  
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager  
Chris Thornhill, Project Manager

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## HCBOC Tentative Agenda 1.22.26

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**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>

**Date** Tue 12/16/2025 6:59 AM

**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>

**Cc** Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

3610 Mountain View Road, Mosqueda: No comment. Public sewer.

2479A Broadway Place, Gray: Septic permit OSC-10379 was issued for a 1 bdrm ADU on August 25, 2025.

2479B Broadway Place, Gray: Septic permit OSC-10616 was issued for a 1 bdrm ADU on December 9, 2025.

1148 Hancock (A/B), Cordoba: 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.

5401 Old Winder Hwy (A/B), K2P Land Partners: No comment. Public sewer.

5773/5769 Conner Road (A/B), Walton: 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.

5953/5965 Yellow Creek Road, Stover: 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.

3294/3290 Athens Hwy, Rizqallah: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

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](mailto: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.

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**RE: Tentative Planning Agenda for the January 22, 2026 Hall County Board of Commissioners meeting**

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**From** Hash, Christopher M <CHash@dot.ga.gov>

**Date** Thu 12/11/2025 4:30 PM

**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 Afternoon Kaitlyn,

Please see the below responses in red.

If you have any questions, please feel free to reach out.

Thanks,

**Christopher Hash, P.E.**

*D1 Traffic Operations Supervisor*



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, December 11, 2025 3:28 PM

**Subject:** Tentative Planning Agenda for the January 22, 2026 Hall County Board of Commissioners 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,

Please see below for the Tentative Planning Agenda and Maps for the **January 22, 2026** Hall County Board of Commissioners 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, December 18, 2025**. Email comments to Katie ([kahmed@hallcounty.org](mailto:kahmed@hallcounty.org)) and Kaitlyn ([kelliott@hallcounty.org](mailto:kelliott@hallcounty.org)).

- [3610 Mountain View Road | Variance to Section 3.2 | to reduce the minimum yards | on a 0.16± acre tract located on the north side of Mountain View Road approximately 70 feet from its intersection with Whiting Road | Zoned AR-1; Tax Parcel 08031 003013 | Proposed Use: To bring an existing structure into compliance | Commission District 4 | Marcial Mosqueda, applicant](#)  
Off system, no impacts to the state route expected.
- [2479A Broadway Place | Variance to Section 7.8.3 | ADU standards | on a 0.29± acre tract located on the east side of the extension of Broadway Place approximately 466 feet from Broadway Drive | Zoned R-1; Tax Parcel 00121 005001 | Proposed Use: Accessory dwelling unit | Commission District 4 | Amelia Gray, LLC, applicant](#)
- [2479B Broadway Place | Variance to Section 7.8.3 | ADU standards | on a 0.51± acre tract located on the east side of the extension of Broadway Place approximately 543 feet from Broadway Drive | Zoned R-1; Tax Parcel 00121 005007 \(pt\) | Proposed Use: Accessory dwelling unit | Commission District 4 | Amelia Gray, LLC, applicant](#)  
Off system, no impacts to the state route expected.
- [\(A\) 1148 Hancock Avenue | Conditional Use | expansion of a nonconforming use | on a 0.59± acre tract located on the west side of Hancock Avenue at its intersection with Jarrard Drive | Zoned H-B & R-1; Tax Parcels 00031 005009 | Proposed Use: Accessory dwelling unit | Commission District 4 | Santos Cordoba, applicant](#)  
[\(B\) 1148 Hancock Avenue | Variance to Section 5.3 | to reduce the minimum yards | on a 0.59± acre tract located on the west side of Hancock Avenue at its intersection with Jarrard Drive | Zoned H-B & R-1; Tax Parcels 00031 005009 | Proposed Use: Accessory dwelling unit & to bring an existing structure into compliance | Commission District 4 | Santos Cordoba, applicant](#)  
Off system, no impacts to the state route expected.
- [5401 Old Winder Highway | Special Use | to amend conditions of zoning | on an 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned R-MF; Tax Parcel 15039A000007\(pt\) | Proposed use: 700-unit residential development | Commission District 1 | K2P Land Partners, LLC, applicant](#)  
Will need to permit with our office.
- [5401 Old Winder Highway | Special Use | to amend conditions of zoning | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned I-1; Tax Parcel 15039A000007\(pt\) | Proposed use: Industrial park | Commission District 1 | K2P Land Partners, LLC, applicant](#)  
Will need to permit with our office.



- (A) 5773 & 5769 Conner Road | Special Use | for an agri-entertainment venue | on a 11.96± acre tract located on the south side of Conner Road approximately 1415 feet from its intersection with Jim Crow Road | Zoned AR-1; Tax Parcels 08110 000151 & 08110 000015 (pt) | Proposed Use: Agri-entertainment venue | Commission District 2 | Dwayne Bradley Walton, applicant  
  
(B) 5773 & 5769 Conner Road | Variance to section 7.7.3 | to vary the standards for an agri-entertainment venue | on a 11.96± acre tract located on the south side of Conner Road approximately 1415 feet from its intersection with Jim Crow Road | Zoned AR-1; Tax Parcels 08110 000151 & 08110 000015 (pt) | Proposed Use: Agri-entertainment venue | Commission District 2 | Dwayne Bradley Walton, applicant  
Off system, no impacts to the state route expected.
- 5953 & 5965 Yellow Creek Road | Special Use | for rural business | on a 2.21± acre tract located on the south side of Yellow Creek Road approximately 340 feet from its intersection with Walden Road | Zoned AR-1; Tax Parcels 11105 000019 & 11105 000002C (pt) | Proposed Use: Rural Business | Commission District 2 | Joshua Stover, applicant  
Off system, no impacts to the state route expected.
- 3294 & 3290 Athens Highway | Rezone | from Agricultural Residential (AR-1) & Planned Industrial Development (PID) to Light Industrial (I-1) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | Proposed Use: Uses permitted in I-1 | Commission District 3 | Jim Rizqallah, applicant  
Will need to permit with our office. Driveway will need to align, and a right turn lane will be required. Intersection will need to be studied.

Thank you,

**Kaitlyn Elliott**

Planning Commission Clerk

Hall County Planning and Zoning

(770) 531-6810 [www.hallcounty.org](http://www.hallcounty.org)




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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 Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Katie Ahmed, Planning and Zoning Administrator  
**From:** Jason Skarda, Assistant Director of Public Works and Utilities  
**Date:** Wednesday, December 17, 2025  
**Subject:** January 22, 2025 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

ASSISTANT DIRECTOR  
Jason Skarda, P.L.S.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 22, 2026, meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

- [\*\*3610 Mountain View Road | Variance to Section 3.2 | to reduce the minimum yards | on a 0.16± acre tract located on the north side of Mountain View Road approximately 70 feet from its intersection with Whiting Road | Zoned AR-1; Tax Parcel 08031 003013 | Proposed Use: To bring an existing structure into compliance | Commission District 4 | Marcial Mosqueda, applicant\*\*](#)

- **Engineering:** No Comment
- **Traffic:** No Comment
- **Utilities:** Gainesville Sewer on the south side of Mt. View Road.

- [\*\*2479A Broadway Place | Variance to Section 7.8.3 | ADU standards | on a 0.29± acre tract located on the east side of the extension of Broadway Place approximately 466 feet from Broadway Drive | Zoned R-1; Tax Parcel 00121 005001 | Proposed Use: Accessory dwelling unit | Commission District 4 | Amelia Gray, LLC, applicant\*\*](#)

- **Engineering:** No Comment
- **Traffic:** No Comment
- **Utilities:** Gainesville Sewer – No infrastructure in vicinity.

- [2479B Broadway Place | Variance to Section 7.8.3 | ADU standards | on a 0.51± acre tract located on the east side of the extension of Broadway Place approximately 543 feet from Broadway Drive | Zoned R-1; Tax Parcel 00121 005007 \(pt\) | Proposed Use: Accessory dwelling unit | Commission District 4 | Amelia Gray, LLC, applicant](#)
  - **Engineering:** No Comment
  - **Traffic:** No Comment
  - **Utilities:** Gainesville Sewer – No infrastructure in vicinity.
  
- [\(A\) 1148 Hancock Avenue | Conditional Use | expansion of a nonconforming use | on a 0.59± acre tract located on the west side of Hancock Avenue at its intersection with Jarrard Drive | Zoned H-B & R-1; Tax Parcels 00031 005009 | Proposed Use: Accessory dwelling unit | Commission District 4 | Santos Cordoba, applicant](#)
  - **Engineering:** No Comment
  - **Traffic:** No Comment
  - **Utilities:** Gainesville Sewer – Infrastructure on Marler Street.
  
- [\(B\) 1148 Hancock Avenue | Variance to Section 5.3 | to reduce the minimum yards | on a 0.59± acre tract located on the west side of Hancock Avenue at its intersection with Jarrard Drive | Zoned H-B & R-1; Tax Parcels 00031 005009 | Proposed Use: Accessory dwelling unit & to bring an existing structure into compliance | Commission District 4 | Santos Cordoba, applicant](#)
  - **Engineering:** No Comment
  - **Traffic:** No Comment
  - **Utilities:** Gainesville Sewer – Infrastructure on Marler Street.
  
- [5401 Old Winder Highway | Special Use | to amend conditions of zoning | on an 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned R-MF; Tax Parcel 15039A000007\(pt\) | Proposed use: 700-unit residential development | Commission District 1 | K2P Land Partners, LLC, applicant](#)
  - **Engineering:** No Comment
  - **Traffic:** GDOT access Permit is required.
  - **Utilities:** Hall County Sewer – Infrastructure on site.
  
- [5401 Old Winder Highway | Special Use | | to amend conditions of zoning | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned I-1; Tax Parcel 15039A000007\(pt\) | Proposed use: Industrial park | Commission District 1 | K2P Land Partners, LLC, applicant](#)
  - **Engineering:** No Comment
  - **Traffic:** GDOT access Permit is required.
  - **Utilities:** Hall County Sewer – Infrastructure on site.

- [\(A\) 5773 & 5769 Conner Road | Special Use | for an agri-entertainment venue | on a 11.96± acre tract located on the south side of Conner Road approximately 1415 feet from its intersection with Jim Crow Road | Zoned AR-1; Tax Parcels 08110 000151 & 08110 000015 \(pt\) | Proposed Use: Agri-entertainment venue | Commission District 2 | Dwayne Bradley Walton, applicant](#)
  - **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:** No Comments
  - **Utilities:** Flowery Branch Sewer Service area.
- [\(B\) 5773 & 5769 Conner Road | Variance to section 7.7.3 | to vary the standards for an agri-entertainment venue | on a 11.96± acre tract located on the south side of Conner Road approximately 1415 feet from its intersection with Jim Crow Road | Zoned AR-1; Tax Parcels 08110 000151 & 08110 000015 \(pt\) | Proposed Use: Agri-entertainment venue | Commission District 2 | Dwayne Bradley Walton, applicant](#)
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  - **Traffic:** No Comments
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- [5953 & 5965 Yellow Creek Road | Special Use | for rural business | on a 2.21± acre tract located on the south side of Yellow Creek Road approximately 340 feet from its intersection with Walden Road | Zoned AR-1; Tax Parcels 11105 000019 & 11105 000002C \(pt\) | Proposed Use: Rural Business | Commission District 2 | Joshua Stover, applicant](#)
  - **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:** No Comments
  - **Utilities:** Hall County Sewer Service area – No infrastructure in vicinity.
- [3294 & 3290 Athens Highway | Rezone | from Agricultural Residential \(AR-1\) & Planned Industrial Development \(PID\) to Light Industrial \(I-1\) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | Proposed Use: Uses permitted in I-1 | Commission District 3 | Jim Rizqallah, applicant](#)
  - **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.
  - **Traffic:** GDOT access Permit is required.
  - **Utilities:** Hall County Sewer Service area – No infrastructure in vicinity.

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## Fire Comment

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From John Hornick (Fire Services) <jhornick@hallcounty.org>

Date Tue 12/16/2025 2:41 PM

To Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**January 22, 2026** Hall County Board of Commissioners meeting.

- [3294 & 3290 Athens Highway | Rezone | from Agricultural Residential \(AR-1\) & Planned Industrial Development \(PID\) to Light Industrial \(I-1\) | on a 14.11± acre tract located on the south side of Athens Highway approximately 1655 feet from its intersection with Bluffton Drive | Zoned AR-1 & PID; Tax Parcel 15014 000192 | Proposed Use: Uses permitted in I-1 | Commission District 3 | Jim Rizgallah, applicant](#)

**The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet fire code.**

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](http://www.Hallcounty.org)





# Hall County Government

## COMMUNITY DEVELOPMENT & INFRASTRUCTURE PLANNING AND ZONING

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

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

**From:** Katie Ahmed, Planning & Zoning Administrator

**Date:** January 5, 2026

**Subject:** Public Comment

---

Dear Commissioners,

Staff received an objection letter from Ms. and Mr. Shore concerning our notice letter mailing procedure and expressed their concerns regarding timely notification. The Shores reside at 3286 Athens Highway, Gainesville, GA 30507.

In accordance with our established policy, notice letters were mailed approximately one month prior to the first public hearing (December 17, 2025 for the January 22, 2026 BOC meeting). Under Georgia state law, mailing notice letters to neighboring property owners is not required; therefore, no law has been violated. Nevertheless, as a courtesy, our policy provides this notification to surrounding property owners.

The Shores' objection letter is included in the packet for the upcoming BOC meeting on January 22, 2026.

Thank you,  
Katie Ahmed  
Planning and Zoning Administrator

Steve Klacik & Karen Shore 3286 Athens Hwy Gainesville, GA 30507 Email:  
[REDACTED] Phone: [REDACTED] December 20, 2025

Hall County Planning and Development P.O. Box 1435 Gainesville, GA 30503

Subject: Rezoning Application – 3290 & 3294 Athens Highway (AR-1 & PID to I-1) Applicant:  
Jim Rizqallah Hearing Date: January 22, 2026

Dear Planning Staff and Hall County Board of Commissioners:

We write as directly adjoining property owners and formally object to the above-referenced rezoning request. We respectfully urge the County to deny this application. At minimum, we request postponement until proper notification and full public review have occurred.

**Lack of Required Notification:** Despite our property touching the subject parcels, we did not receive timely notice of this rezoning application. Hall County policy requires mailed notification to owners within 500 feet at the outset of the rezoning process. We were only recently notified of the Commission hearing, placing us at a clear disadvantage. This alone justifies postponement of the hearing.

**Incompatibility and Harm to Adjacent Property:** Rezoning these parcels to I-1 threatens surrounding agricultural and residential properties. Industrial zoning will introduce incompatible uses, including truck and equipment traffic, warehousing, storage yards, and fabrication or manufacturing activities. These uses will significantly harm our peaceful property use, livestock safety, and the rural environment. This corridor is not suitable for industrial intensification.

**Traffic, Lighting, Noise, and Property Value Impacts:** The proposed rezoning poses unacceptable risks: increased heavy traffic on Athens Hwy, nighttime lighting spillover, noise disruption to horses and livestock, stormwater runoff issues, decreased property values, and permanent change to the rural character of the area. These impacts have not been publicly evaluated.

**Request for Documentation and Transparency:** We request access to the full application packet, site plans, staff reviews, environmental reports, and proposed conditions. We also request confirmation of all mailing records and dates to adjoining owners. Full transparency is necessary for an informed decision.

**Conclusion:** Given the notification concerns, land use incompatibility, and potential harm to surrounding properties, we urge the Board to deny this rezoning request. At the very least, this case must be postponed to allow proper neighbor notice, document review, and meaningful participation. We intend to speak at the public hearing.

Sincerely,

*Steve Klacik*

*Karen Shore*

3286 Athens Hwy

Gainesville, GA 30507



## **FORMAL WRITTEN OBJECTION – PROCEDURAL NOTICE DEFECT**

**Date:** December 24, 2025

**To:** Hall County Board of Commissioners

**Via:** Hall County Planning & Zoning Department

**Re:** Rezoning Application – 3294 & 3290 Athens Highway

Rezoning from Agricultural Residential (AR-1) / Planned Industrial Development (PID) to Light Industrial (I-1)

Applicant: Jim Rizqallah

Commission District 3

Dear Chairman and Members of the Board,

We are adjacent property owners entitled to notice under Georgia's Zoning Procedures Law and Hall County's zoning ordinance. We submit this written objection to the above-referenced rezoning application on procedural grounds, and respectfully request that it be entered into the official record.

We received our first mailed notice regarding this rezoning on December 17, 2025, as reflected in the County's Notice of Public Hearing. However, the rezoning process had already commenced prior to that date.

The County's notice references action taken at the October 7, 2025 meeting, at which time the Planning Commission was temporarily suspended and zoning matters were redirected to the Board of Commissioners. Regardless of that internal administrative change, Georgia law requires that affected property owners receive notice prior to the first public hearing on a zoning request, so that they may meaningfully participate in the process.

Because notice was not provided to us until after the rezoning process was already underway, we were deprived of the opportunity to participate at the outset of the proceedings, including the opportunity to prepare, present evidence, and raise concerns before staff review, recommendations, or procedural momentum occurred. An internal suspension of the Planning Commission does not eliminate or postpone statutory notice obligations owed to affected property owners.

This procedural defect is particularly significant given the nature of the request, which seeks to rezone property from Agricultural Residential to Light Industrial, a substantial change with material impacts on land use compatibility, traffic, noise, and surrounding property interests.

Accordingly, we respectfully object to the continuation or approval of this rezoning in its current posture and request that the Board take appropriate corrective action, including but not limited to:

1. Tabling the application;
2. Remanding the matter for re-notice and rehearing in compliance with Georgia law; or
3. Restarting the rezoning process to ensure full procedural compliance and meaningful public participation.

This objection is submitted to preserve our rights and remedies under Georgia law. We appreciate the Board's consideration of this matter and request that this correspondence be included in the official record of proceedings.

**Property Address:** 3286 Athens Highway, Gainesville, GA 30507

Respectfully submitted,

**/s/ Karen Shore**

Karen Shore

**/s/ Steve Klacik**

Steve Klacik

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



## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, which is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN DECEMBER 19, 2026 AND NO LATER THAN JANUARY 02, 2026.**

**THE ORIGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JANUARY 02, 2026 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

### AFFIDAVIT

By my signature, I, Jim Rizzallah, 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 12-19-2025 for Choice FSC.

Date

(Name application filed as)

Signature Jim Rizzallah

(The original document is required)











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



## PUBLIC NOTICE REQUIREMENTS

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1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, which is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

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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 DECEMBER 19, 2026 AND NO LATER THAN JANUARY 02, 2026.**

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**Failure to comply will result in a delay of the application.**

### AFFIDAVIT

By my signature, I, Jim Rizzallah, 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 12-19-2025 for Choice FSC.  
Date (Name application filed as)  
Signature Jim Rizzallah  
(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: **JIM RIZQALLAH**

REQUEST: **REZONE FROM AR-1 & PID TO I-1  
FOR USES PERMITTED IN I-1**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **N/A**

Time: **N/A**

COUNTY COMMISSION

Date: **Feb. 12, 2026**

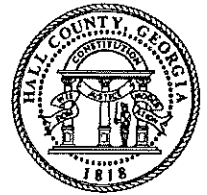
Time: **6:00 P.M.**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



# HALL COUNTY GOVERNMENT BOARD OF COMMISSIONERS



POST OFFICE DRAWER 1435  
GAINESVILLE, GEORGIA 30503  
(770) 535-8288  
FAX (770) 531-3972

TOM OLIVER  
CHAIRMAN

BOBBY BANKS, DISTRICT 1  
BILLY POWELL, DISTRICT 2  
STEVE GAILEY, DISTRICT 3  
DEBORAH K. MACK, DISTRICT 4

August 1, 2008

CRM Fabrication & Repair, Inc.  
Attn: Chris Milligan  
2567 Athens Highway  
Gainesville, GA 30507

Dear Mr. Milligan:

Please be advised that in its meeting of July 24, 2008, the Hall County Board of Commissioners voted to approve the application of CRM Fabrication & Repair, Inc. to rezone from AR-IV to PID, a 3.5± acre tract located on the west side of Athens Highway; a.k.a. 3290 Athens Highway; Tax Parcel 15014 000207(pt). Proposed Use: Mixed use commercial and manufacturing. Commission District Three.

The following conditions of zoning apply:

1. The development of the site shall occur as generally depicted and described in the concept plan and project narrative, modified as necessary for compliance with development standards in force at the time of site plan approval.
2. Development shall be limited to a 13,200 sq. ft. manufacturing and repair building and 6,900 sq. ft. retail/office building.
3. The Applicant must connect to City of Gainesville water before the issuance of any permits.
4. All development shall meet Gateway Corridors Overlay District requirements section 17.420 of the Hall County Zoning Regulations.
5. Final driveway design and placement are subject to approval by the Hall County Engineering Department and/or the Georgia Department of Transportation.
6. Any access or adjacent intersection improvements required by the Hall County Engineering Department or the Georgia Department of Transportation are the financial responsibility of the Applicant/developer.
7. All conditions of zoning shall be made a part of any plat created for the property.
8. The hours of operation will be Monday through Saturday from 7 a.m. to 9 p.m.

CRM Fabrication & Repair, Inc.

August 1, 2008

Page 2

If you have questions or require any additional information you may reach me at 770.535.8288.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Bates", written in a cursive style.

Heather Bates  
Commission Clerk

cc: C. S. McGee  
4810 Upper Berkshire Road  
Flowery Branch, GA 30542

Planning and Zoning  
Building Inspections  
Business License

Public Works  
Tax Commissioner  
Tax Assessor



**Print**

**Board of Commissioners Voting Meeting Comments - January 22, 2026 - Submission #133304**

**Date Submitted: 1/22/2026**

Comments completed in the form below will be submitted into the record for the January 22, 2026 Voting Meeting of the Hall County Board of Commissioners.

**First Name\***

Kevin

**Last Name\***

Shockley

**Address1\***

4015 Lyman Way

**Address2**

**City\***

Gainesville

**State\***

GA

**Zip\***

30507

**Item for Comment\***

3294 & 3290 Athens Highway | Rezone



Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

**Your Comments\***

I am expressing my concern over the proposed rezoning on Athens Highway. As a lifelong resident of Hall County with strong ties to the Sugar Hill community, it is very concerning to me. Many of my loved ones and family members are buried in the cemetery behind the property. It has always been a place where loved ones can go to reflect on special memories of their family members. With a proposed zoning, it would take away greatly from the privacy that the cemetery offers. In addition, it would be just next door to the church and across the road from an elementary school. Having a place in that proximity that would sell alcohol is very concerning. Thanks for your consideration as you make your decision that will negatively impact so many residents in the area.

Please write your comments in the box above.



**File Upload**

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

**Follow-up Communication**

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

**Print**

**Board of Commissioners Voting Meeting Comments - February 12, 2026 - Submission #133985**

**Date Submitted: 2/5/2026**

Comments completed in the form below will be submitted into the record for the February 12, 2026 Voting Meeting of the Hall County Board of Commissioners.

**First Name\***

Danielle

**Last Name\***

Roberts

**Address1\***

3300 Athens Highway

**Address2**

**City\***

Gainesville

**State\***

GA

**Zip\***

30507

**Item for Comment\***

3294 & 3290 Athens Highway | Rezone



Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

## Your Comments\*

Dear Hall County Board of Commissioners,

My name is Danielle Roberts, and I live at 3300 Athens Highway which is within 1 mile of the property located at 3290 & 3294 Athens Highway, which has applied to be rezoned from AR-1 & PID to I-1. I want to formally express my objections to this rezoning request, and urge the Hall County Board of Commissioners to deny it. I am specifically objecting to it because of the following:

As a nearby resident, my property will be negatively affected if the Board approves the applicant's rezoning request because I use part of my 12+ acres of property for hunting and wildlife preservation. These will be negatively affected by the noise, traffic, increased lighting, and construction.

This Board of Commissioners has reviewed the applicant's paperwork and evidence, and determined in its January 22, 2026 Hall County Board of Commissioners Staff Report to DENY the rezoning application as it determined on page 5 that "the requested rezoning is not consistent with the Hall County Comprehensive Plan and the future land use designation of Suburban Neighborhood, Low-Density." Arguably, the rezoning request also does not comply with the requirements set forth in the Gateway Corridor Overlay District standards within Section 6.2 of the Hall County Code of Ordinances. I urge this Board to follow the recommendations set for in its own detailed Staff Report.

Other nearby or adjacent properties are zoned as Agricultural Residential 1 (AR-1), including Sugar Hill Elementary School. Christopher Hash, P.E. D1 Traffic Operations Supervisor at GDOT has expressed concerns regarding driveway placement, permitting, and adaptation of the traffic pattern to at least include a right turn lane, if not a traffic safety signal after conducting a study of the intersection. Under Georgia law, if the public benefit outweighs the detriment, the zoning will be upheld. See *Browning v. Cobb County*, 259 Ga. 430 (1989). Traffic safety in this area is an issue and there have been several accidents involving injuries, which is especially concerning given the elementary school located across the street. Adding additional construction, traffic, and vehicles would make safety issues worse and could cause a loss of life. The Board must consider the public benefit and safety.

Safety is a big concern as there have already been several accidents at the driveway of the property located just before this address. Additional traffic will cause added congestion and increase the likelihood of additional vehicles being rear-ended or mailboxes of residents being damaged. I have been forced to replace my mailbox several times due to it being run into by vehicles.

Here, part of the property has already been rezoned to PID since July 24, 2008, yet, the site was never developed in accordance with the approved zoning, and in 2018 a small storage building was constructed. This shows that there is not a hardship imposed on the property owner as the property is currently zoned, and the denial of this request would not make the property unusable. Georgia Courts have emphasized that zoning is not unconstitutional merely because it limits the property's profitability or potential uses, as long as it does not render the property useless. See *Delta Cascade Partners II v. Fulton County*, 260 Ga. 99 (1990), *Dekalb County v. Dobson*, 267 Ga. 624 (1997), *Guhl v. Holcomb Bridge Rd. Corp.*, 238 Ga. 322 (1977). Further, this Board has currently determined that it "is unable to comment on the impact of property values without a full market analysis," and has not determined any effect on the property's value by keeping it zoned as AR-1 & PID.

Most importantly, the application does not mention or address the private historic cemetery located on the property. O.C.G.A. § 36-72-4 prohibits the disturbance of any known cemetery, burial ground, human remains, or burial objects for development purposes without first obtaining a permit from the local governing authority. This requirement applies regardless of the intended zoning change. The governing authority must consider factors such as the presumption in favor of leaving the cemetery undisturbed, the concerns of descendants, and the public interest in preserving the cultural and natural environment. See O.C.G.A. § 36-72-8. The fact that the applicant has not addressed the historic cemetery within his paperwork or communications with the Board, despite clearing all trees and foliage surrounding it—where it is clearly visible, is a negligent oversight at best, and immoral at worst. As you're aware, state agencies and local governments are required to identify, evaluate, and protect historic properties under their jurisdiction, including cemeteries, in consultation with relevant stakeholders. See O.C.G.A. § 12-3-55. The Gainesville Times interviewed me at the cemetery site where I expressed my concerns regarding the future of the cemetery.

I sincerely hope the board will take all of the issues into consideration when making a decision regarding this issue. This is the wrong location for development of this kind.

Thank you for your time.

Sincerely,  
Danielle Roberts  
Please write your comments in the box above.

**File Upload**

Choose File

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

**Follow-up Communication**

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

**Print**

**Board of Commissioners Voting Meeting Comments - February 12, 2026 - Submission #133985**

**Date Submitted: 2/5/2026**

Comments completed in the form below will be submitted into the record for the February 12, 2026 Voting Meeting of the Hall County Board of Commissioners.

**First Name\***

Danielle

**Last Name\***

Roberts

**Address1\***

3300 Athens Highway

**Address2**

**City\***

Gainesville

**State\***

GA

**Zip\***

30507

**Item for Comment\***

3294 & 3290 Athens Highway | Rezone



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## Your Comments\*

Dear Hall County Board of Commissioners,

My name is Danielle Roberts, and I live at 3300 Athens Highway which is within 1 mile of the property located at 3290 & 3294 Athens Highway, which has applied to be rezoned from AR-1 & PID to I-1. I want to formally express my objections to this rezoning request, and urge the Hall County Board of Commissioners to deny it. I am specifically objecting to it because of the following:

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I sincerely hope the board will take all of the issues into consideration when making a decision regarding this issue. This is the wrong location for development of this kind.

Thank you for your time.

Sincerely,  
Danielle Roberts  
Please write your comments in the box above.

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**Follow-up Communication**

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Hem #19 - 3294 & 3290 Athens Hwy

## HULSEY, OLIVER & MAHAR, LLP

EST. 1914

R. DAVID SYFAN  
THOMAS L. FITZGERALD  
THOMAS D. CALKINS  
ABBOTT S. HAYES, JR.  
PAUL B. SMART  
JASON A. DEAN  
T. WESLEY ROBINSON  
JESSICA M. LUND  
VANESSA E. SYKES  
MONICA B. HATFIELD  
AMANDA L. WARD  
EMMA S. COURTNEY  
CAROLINE M. CAPPS

ATTORNEYS AT LAW

E.D. KENYON  
(1890-1981)  
SAMUEL L. OLIVER  
(1942-2011)

JULIUS M. HULSEY  
(RETIRED)  
JAMES E. MAHAR, JR.  
(RETIRED)

January 21, 2026

### VIA EMAIL

David Gibbs, Chairman  
and Members of the Hall County Commission  
c/o Hall County Planning Department  
P.O. Drawer 1435  
Gainesville, GA 30504

**RE: Application to Rezone from Agricultural Residential 1 (AR-1) and  
Planned Industrial Development (P10) to Light Industrial (I-1).  
Applicant: Jim Rizqallah.**

Dear Chairman Gibbs and Members of the Commission:

This firm represents Jim Rizqallah in his application for amendment to the existing zoning classification for the above referenced tract ("the Property") owned by Johnny Walker. **Please note this letter is being forwarded to you because Georgia law requires that the following Constitutional objections be submitted in order to preserve the rights of the Applicant during the rezoning process.**

Please accept this letter as notice of the position of the Applicant that those portions of the zoning regulations of the County as presently in effect which prohibits the use of the Property above as Light Industrial use are unconstitutional as applied to the Property. The zoning ordinances as applied to the above referenced Property is unconstitutional in that they render this Property unusable and destroy its marketability, and as such the zoning ordinances therefore constitute a taking of property without just and adequate compensation and without due process of law in violation of the provisions of the Fifth Amendment to the U.S. Constitution (as made applicable to the states by the Fourteenth Amendment) and Article I, Section I, Paragraph I; and Article I, Section III, Paragraph 1(a) of the Constitution of the State of Georgia.

Additionally, the current zoning ordinances as applied to this Property denies the Applicant equal protection under the law as provided in the Fourteenth Amendment of the U.S. Constitution and Article I, Section I, Paragraph I; Article I, Section III, Paragraph 1(a) and Article I, Section I, Paragraph 2 of the Constitution of the State of Georgia in that the zoning ordinances as applied to this Property makes it impractical to develop the Property

and thus significantly diminishes its value. The zoning ordinance as applied to this Property is arbitrary and capricious in that it inflicts a significant detriment on the Property owner that is insubstantially related to the health, safety, morality and welfare of the public. These ordinances as applied restrict the unfettered use of the owner's property inflicting serious and significant injury and damage to the Applicant which resulted with relatively little gain or benefit to the public as such, we will object to their application to the above referenced property in the current zoning request and ask that they be declared unconstitutional.

I request this letter be made part of the record regarding the application above.

We appreciate your consideration of this request and encourage the Commission to approve the request as submitted.

Thank you.

Sincerely,



T. Wesley Robinson

Cc: Jim Rizqallah (via email)



## AGENDA ITEM

### Public Works and Utilities

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 24/2026

**SUBJECT:** Approve the Memorandum of Agreement with Lumpkin County for mowing of certain right of ways, subject to review and approval by the County Attorney.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve.

#### Purpose of Request:

Approve the Memorandum of Agreement with Lumpkin County for mowing of certain right of ways, subject to review and approval by the County Attorney.

#### History:

#### Facts and Issues:

#### Options:

There are certain roads in Hall County that are interrupted in that they are located within the boundaries of Lumpkin County.

Lumpkin County agrees to the division of mowing the right of ways in these specific areas.

The frequency of mowing will be at least four (4) times per calendar year.

Lumpkin County shall mow the following sections of right of way (6,748 feet in length):

- Pony Lake Road
- Robin Hood Drive
- King Richard Court

Hall County shall mow the following sections of right of way (7,568 feet in length):

- Azalea Court
- Lady Slipper Lane
- Hickory Springs Drive
- Claude Parks Road
- Gilstrap Road
- Post White Hill Road
- Ransom Free Road

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

Approvals:

Submit	Approve	Budget	Finance
JR	JG	JM	TS
Attorney		Administration	Clerk
JR		CR	JR

**Attachments:**

Agreement



**Memorandum of Agreement with Lumpkin County  
for Mowing of Certain Right of Ways**

This Mowing of Certain Right of Ways Agreement (hereafter "Agreement") is hereby made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Board of Commissioners of Hall County, a political subdivision of the State of Georgia, and the Board of Commissioners of Lumpkin County, a political subdivision of the State of Georgia.

WHEREAS, Hall County is authorized to take any lawful action to promote the safety, health, good order, morality, and general welfare of the citizens of Hall County; and

WHEREAS, Hall County has a history of mowing certain Hall County right of ways on certain Hall County roads; and

WHEREAS, sections of these certain roads in Hall County are interrupted in that they are located within the boundaries of Lumpkin County; and

WHEREAS, Hall County finds it beneficial to mow certain of the sections located inside of Lumpkin County; and

WHEREAS, Hall County finds it beneficial to allow Lumpkin to mow certain of the sections located inside of Hall County; and

WHEREAS, Lumpkin County agrees to the division of mowing the right of ways in these specific areas.

NOW, THEREFORE, in consideration of the mutual promises and obligations outlined herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hall County and Lumpkin County hereby covenant and agree as follows:

1.

The first two maps labeled "Lumpkin County cutting for Hall County" show certain sections of Pony Lake Road, Robin Hood Drive, and King Richard Court which are located near the border of Hall County and Lumpkin County. Lumpkin County agrees to mow those sections of the right of way which are located inside Hall County and are depicted on the attached map as the solid yellow lines between two points, and are approximately 6,748 feet in total length. The frequency of mowing will be at least four (4) times per calendar year.

2.

The following three maps labeled "Hall County cutting for Lumpkin County" show certain sections of Azalea Court, Lady Slipper Lane, Hickory Springs Drive, Claude Parks Road, Gilstrap Road, Post White Hill Road, and Ransom Free Road which are located near the border of Hall County and Lumpkin County. Hall County agrees to mow those sections of the right of way which are located inside Lumpkin County and are depicted on the attached map as the solid yellow lines between two points, and are approximately 7,568 in total length. The frequency of mowing will be at least four (4) times per calendar year.

3.

The primary term of this Agreement shall be for a period of two years. In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate without further obligation of the County at the close of the calendar year in which it was executed. The Agreement shall automatically renew for an additional year unless either of the parties provides written notice of termination to the other party.

4.

This Agreement shall be governed by and interpreted according to the laws of the State of Georgia.

5.

This Agreement constitutes the entire agreement between the parties hereto and no representation, inducement, warranty, promise or agreement, oral or otherwise, between the parties not expressly set forth herein shall be of any force or effect or binding upon the parties hereto. This Agreement may not be modified or terminated except as provided in this Agreement or by other written agreement between the parties.

6.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given on the day when receipt is electronically confirmed, if transmitted by e-mail, the day delivered if delivered personally or when confirmed if sent by registered or certified mail or overnight delivery to the following addresses:

If to the Hall County:  
Hall County Board of Commissioners  
Attn: County Administrator  
P.O. Drawer 1435  
Gainesville, GA 30503

If to Lumpkin County:  
Lumpkin County Board of Commissioners  
Attn: County Manager  
99 Courthouse Hill  
Suite H  
Dahlonega, GA 30533

This Agreement shall become effective upon execution by Hall County and Lumpkin County.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals on the dates written below.

[Signatures on Next Page]

APPROVED AS TO FORM

  
Justin R. Lawhon,  
Senior Assistant County Attorney

Hall County Georgia

By: \_\_\_\_\_  
David Gibbs, Chairman

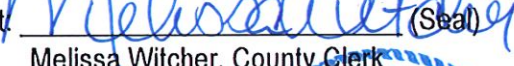
Date: \_\_\_\_\_

Attest: \_\_\_\_\_ (Seal)  
Jennifer Rivera, County Clerk

Lumpkin County Georgia

By:   
Chirs Dockery, Chairman

Date: 11/20/26

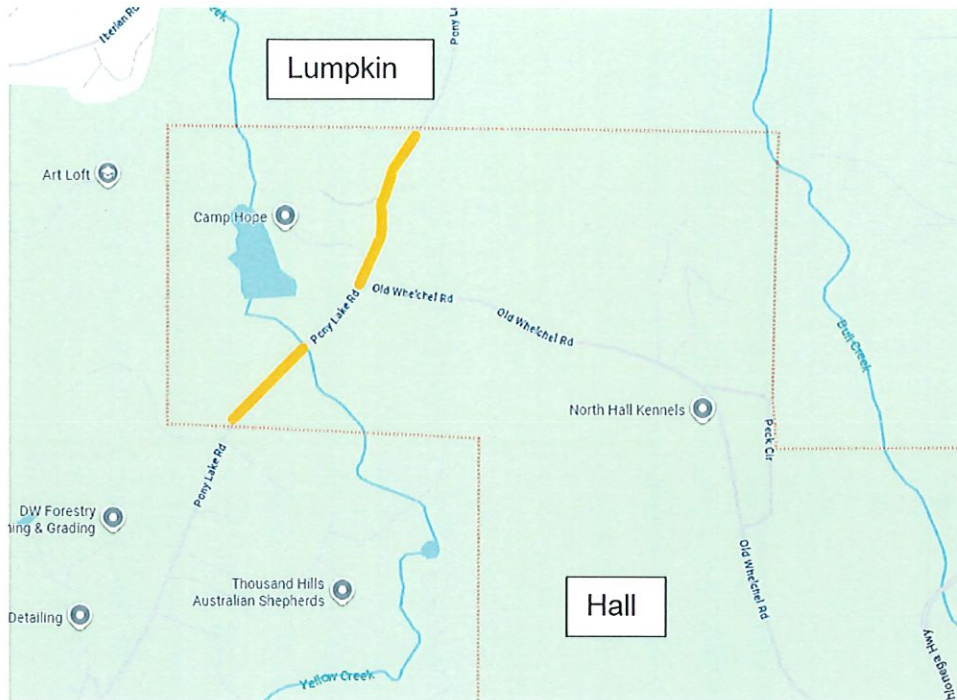
Attest:  (Seal)  
Melissa Witcher, County Clerk



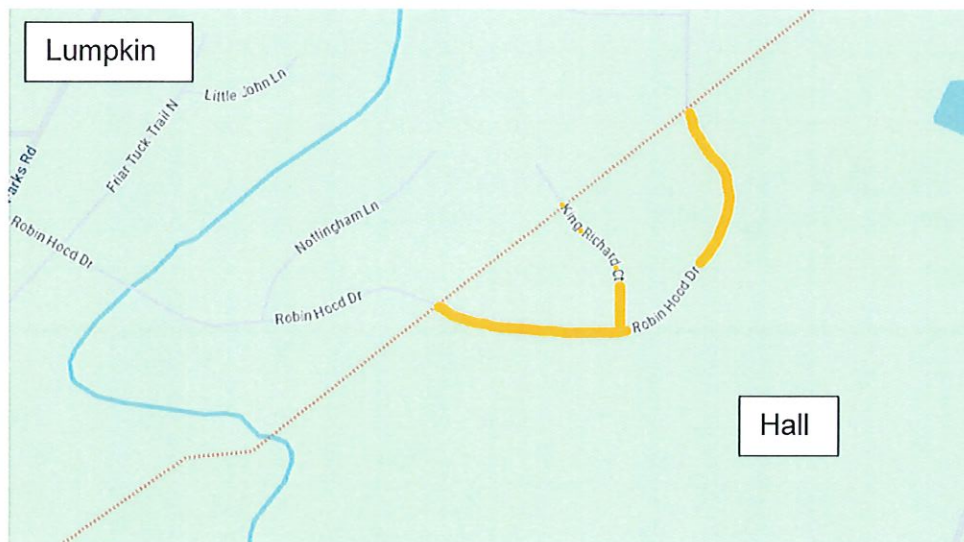
[Maps on Next Page]

## Lumpkin County cutting for Hall County

Pony Lake Rd (3,925 ft.)

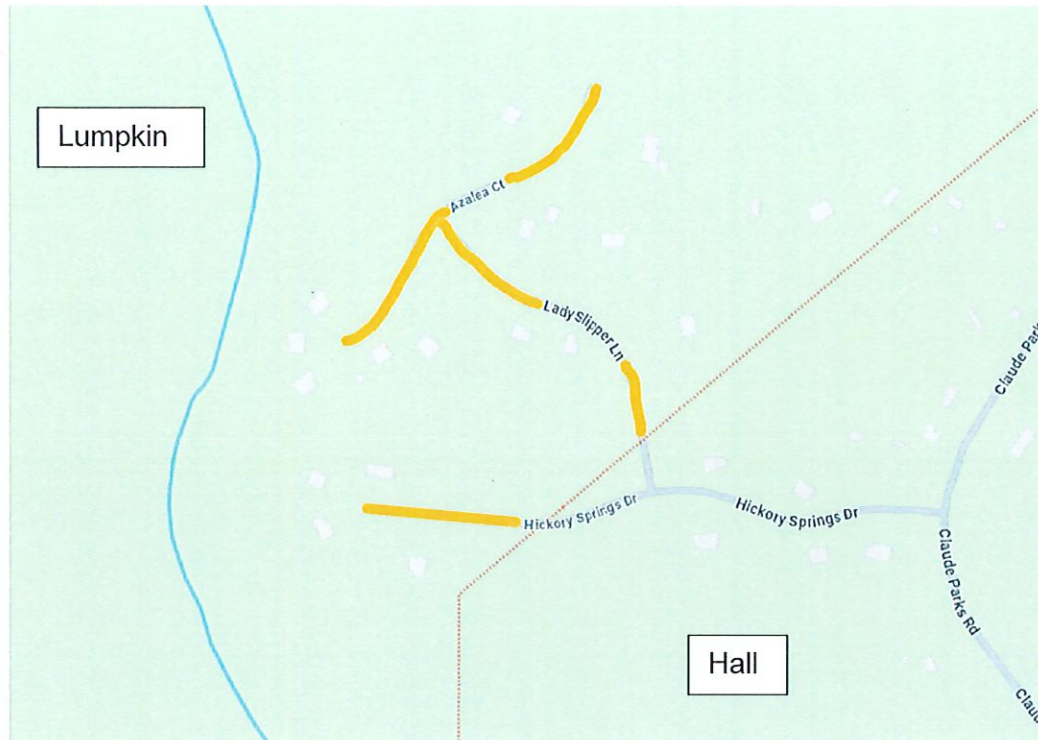


Robin Hood Dr. & King Richard Ct. (2,823 ft.)



## Hall County cutting for Lumpkin County

Azalea Ct., Lady Slipper Ln., & Hickory Springs Dr. (2,621 ft.)



Claude Parks Rd. & Gilstrap Mill Rd. (1,278 ft.)





Post White Hill Rd. & Ransom Free Rd. (3,669 ft.)







## AGENDA ITEM

### Public Works and Utilities

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 37/2026

**SUBJECT:** Approve the subscription renewal of Cartegraph Enterprise Asset Management Software for various County departments to Carahsoft Technology Corp. of Reston, VA. The estimated annual cost is \$156,704.05.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve

#### Purpose of Request:

Approve the subscription renewal of Cartegraph Enterprise Asset Management Software for various County departments to Carahsoft Technology Corp. of Reston, VA. The estimated annual cost is \$156,704.05.

#### History:

This would be year two (2) of a five (5) year agreement.

#### Facts and Issues:

#### Options:

The software provides various County departments with accountability for complaints, supplies, etc., throughout Hall County.

Statements from Carahsoft will be handled by four (4) divisions: Engineering, Road Maintenance, Fleet Maintenance, and Building Maintenance.

Contract # 99999-SPD-T20190814-0001 State of Georgia, Department of Administrative Services, State Purchasing Division, Strategic Sourcing Unit, Convenience Statewide Contract for Cloud (Based) Solutions and Services, Cartegraph® is a product within OpenGov's product offerings that an authorized value-added reseller markets, Carahsoft Technology Corp. through the national cooperative purchasing consortium NASPO ValuePoint. The BOC approved the implementation of this software at the February 5, 2024, voting meeting, item #673/2023.

This contract will be a (5) year agreement to be invoiced annually:

- \* 3/1/25 - 2/28/26 for \$149,241.90
- \* 3/1/26 - 2/28/27 for \$156,704.05
- \* 3/1/27 - 2/28/28 for \$164,539.21
- \* 3/1/28 - 2/29/29 for \$172,766.19
- \* 3/1/29 - 2/29/30 for \$181,404.44

See the attached breakdown for the annual amounts per department.

<b>Funding Requested</b>	\$ 156,704.05
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Development Services, Fleet and General Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

Approvals:

Submit	Approve	Budget	Finance
WS	JG	JM	TS
Attorney	Administration	Clerk	
NA	CR	JR	

**Attachments:**

Financial Supplement  
Quote  
5 Year Breakdown



## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

### AGENDA ITEM 37/2026

**Funds Requested:** \$ 156,704.05

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Development Services, Fleet and General Fund

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2026	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	523600-DUES, FEES, & SUBSCRIPTIONS	\$13,010.21
2027	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	523600-DUES, FEES, & SUBSCRIPTIONS	\$26,020.42
2026	272-DEVELOPMENT SERVICES FUND	4220-ROAD MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$11,209.49
2027	272-DEVELOPMENT SERVICES FUND	4220-ROAD MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$22,418.97
2026	603-FLEET MAINTENANCE FUND	4900-FLEET MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$14,007.49
2027	603-FLEET MAINTENANCE FUND	4900-FLEET MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$28,014.99
2026	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$14,007.49
2027	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	523600-DUES, FEES, & SUBSCRIPTIONS	\$28,014.99

**Budget Transfer Items:**

**Additional Information/Comments:**

See the attached 5-year Subscription Breakdown Summary for the complete listing of allocations for the four (4) departments over the five (5) years.

**Contact for Questions:** TC

**Phone:** 770-531-6800

**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Tammie Croy  
Hall County Engineering  
Hall County, GA  
2875 Browns Bridge Rd  
3rd Floor  
Gainesville, GA 30504 USA

**FROM:** Heather Castellanos  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** tcroy@hallcounty.org

**EMAIL:** Heather.Castellanos@carahsoft.com

**PHONE:** (770) 531-6800

**PHONE:** (571) 662-3750

**TERMS:** Contract Number: 99999-SPD-T20190814-0001  
NASPO Master Contract Number: AR2472  
Contract Term: 08/14/2019 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

<b>QUOTE NO:</b>	55235213
<b>QUOTE DATE:</b>	04/04/2025
<b>QUOTE EXPIRES:</b>	05/31/2025
<b>RFQ NO:</b>	
<b>SHIPPING:</b>	ESD
<b>TOTAL PRICE:</b>	\$824,655.79
<b>TOTAL QUOTE:</b>	\$824,655.79

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
03/01/2025-02/28/2026						
1	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$17,149.72	COOP 1	\$17,149.72
2	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,543.48	COOP 1	\$1,543.48
3	OG-TWBA-B300500M-AR-3Y-491	Signal Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y	\$66,825.00	\$10,289.83	COOP 1	\$10,289.83
4	OG-TWBB-B300500M-AR-3Y-491	Stormwater Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y	\$69,609.87	\$12,862.28	COOP 1	\$12,862.28
21	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$17,149.72	COOP 1	\$17,149.72
22	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,543.48	COOP 1	\$1,543.48
23	OG-TWAW-B300500M-AR-3Y-491	Facilities Domain - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAW-B300500M-AR-3Y	\$75,178.62	\$52,002.99	COOP 1	\$52,002.99
36	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$17,149.72	COOP 1	\$17,149.72
37	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,543.48	COOP 1	\$1,543.48
38	OG-TWBC-B300500M-AR-3Y-491	Transportation Domain - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y	\$75,178.62	\$18,007.20	COOP 1	\$18,007.20

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

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LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
<b>03/01/2025-02/28/2026 SUBTOTAL:</b>						<b>\$149,241.90</b>
<b>03/01/2026-02/28/2027</b>						
5	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,007.21	COOP 1	\$18,007.21
6	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,620.66	COOP 1	\$1,620.66
7	OG-TWBA-B300500M-AR-3Y-491	Signal Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y	\$66,825.00	\$10,804.32	COOP 1	\$10,804.32
8	OG-TWBB-B300500M-AR-3Y-491	Stormwater Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y	\$69,609.87	\$13,505.41	COOP 1	\$13,505.41
24	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,007.21	COOP 1	\$18,007.21
25	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,620.66	COOP 1	\$1,620.66
26	OG-TWAW-B300500M-AR-3Y-491	Facilities Domain - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAW-B300500M-AR-3Y	\$75,178.62	\$54,603.15	COOP 1	\$54,603.15
39	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,007.21	COOP 1	\$18,007.21
40	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,620.66	COOP 1	\$1,620.66
41	OG-TWBC-B300500M-AR-3Y-491	Transportation Domain - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y	\$75,178.62	\$18,907.56	COOP 1	\$18,907.56
<b>03/01/2026-02/28/2027 SUBTOTAL:</b>						<b>\$156,704.05</b>
<b>03/01/2027-02/28/2028</b>						
9	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,907.56	COOP 1	\$18,907.56
10	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,701.69	COOP 1	\$1,701.69
11	OG-TWBA-B300500M-AR-3Y-491	Signal Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y	\$66,825.00	\$11,344.54	COOP 1	\$11,344.54
12	OG-TWBB-B300500M-AR-3Y-491	Stormwater Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y	\$69,609.87	\$14,180.68	COOP 1	\$14,180.68



# PRICE QUOTATION

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LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
27	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,907.56	COOP 1	\$18,907.56
28	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,701.69	COOP 1	\$1,701.69
29	OG-TWAW-B300500M-AR-3Y-491	Facilities Domain - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAW-B300500M-AR-3Y	\$75,178.62	\$57,333.29	COOP 1	\$57,333.29
42	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$18,907.56	COOP 1	\$18,907.56
43	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,701.69	COOP 1	\$1,701.69
44	OG-TWBC-B300500M-AR-3Y-491	Transportation Domain - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y	\$75,178.62	\$19,852.95	COOP 1	\$19,852.95
<b>03/01/2027-02/28/2028 SUBTOTAL:</b>						<b>\$164,539.21</b>
<b>03/01/2028-02/28/2029</b>						
13	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$19,852.95	COOP 1	\$19,852.95
14	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,786.77	COOP 1	\$1,786.77
15	OG-TWBA-B300500M-AR-3Y-491	Signal Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y	\$66,825.00	\$11,911.77	COOP 1	\$11,911.77
16	OG-TWBB-B300500M-AR-3Y-491	Stormwater Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y	\$69,609.87	\$14,889.71	COOP 1	\$14,889.71
30	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$19,852.95	COOP 1	\$19,852.95
31	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,786.77	COOP 1	\$1,786.77
32	OG-TWAW-B300500M-AR-3Y-491	Facilities Domain - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAW-B300500M-AR-3Y	\$75,178.62	\$60,199.96	COOP 1	\$60,199.96
45	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$19,852.95	COOP 1	\$19,852.95
46	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,786.77	COOP 1	\$1,786.77

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

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LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
47	OG-TWBC-B300500M-AR-3Y-491	Transportation Domain - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y	\$75,178.62	\$20,845.59	COOP 1	\$20,845.59
03/01/2028-02/28/2029 SUBTOTAL:						\$172,766.19
03/01/2029-02/28/2030						
17	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$20,845.59	COOP 1	\$20,845.59
18	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,876.10	COOP 1	\$1,876.10
19	OG-TWBA-B300500M-AR-3Y-491	Signal Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y	\$66,825.00	\$12,507.35	COOP 1	\$12,507.35
20	OG-TWBB-B300500M-AR-3Y-491	Stormwater Domain - Between \$300-500 Million - 3Y ENGINEERING DEPARTMENT 350-4971 OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y	\$69,609.87	\$15,634.20	COOP 1	\$15,634.20
33	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$20,845.59	COOP 1	\$20,845.59
34	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,876.10	COOP 1	\$1,876.10
35	OG-TWAW-B300500M-AR-3Y-491	Facilities Domain - Between \$300-500 Million - 3Y FACILITIES DEPARTMENT 350-1565 OpenGov, Inc. - OG-TWAW-B300500M-AR-3Y	\$75,178.62	\$63,209.96	COOP 1	\$63,209.96
48	OG-TWAQ-B300500M-AR-3Y-491	Asset Management - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y	\$77,962.50	\$20,845.59	COOP 1	\$20,845.59
49	OG-TWAS-B300500M-AR-3Y-491	Asset Builder - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y	\$11,694.87	\$1,876.10	COOP 1	\$1,876.10
50	OG-TWBC-B300500M-AR-3Y-491	Transportation Domain - Between \$300-500 Million - 3Y FLEET DEPARTMENT 350-4900 OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y	\$75,178.62	\$21,887.86	COOP 1	\$21,887.86
03/01/2029-02/28/2030 SUBTOTAL:						\$181,404.44
SUBTOTAL:						\$824,655.79
TOTAL PRICE:						\$824,655.79
TOTAL QUOTE:						\$824,655.79



## Cartegraph 5 year Subscription Breakdown

Quote #5523513

Hall County Public Works and Central Services

Engineering 25%      Road Maintenance 21%      Fleet 27%      Facilities 27%      Yearly totals from Quote

<b>Year 1</b>	<b>3/1/2025-2/28/2026</b>	<b>37,172.01</b>	<b>32,027.10</b>	<b>40,021.40</b>	<b>40,021.40</b>	<b>149,241.90</b>	
FY 2025	3/1/2025-6/30/2025	12,390.67	10,675.70	13,340.47	13,340.47	49,747.30	
FY 2026	7/1/2025-2/28/2026	24,781.34	21,351.40	26,680.93	26,680.93	99,494.60	149,241.90
<b>Year 2</b>	<b>3/1/2026-2/28/2027</b>	<b>39,030.63</b>	<b>33,628.46</b>	<b>42,022.48</b>	<b>42,022.48</b>	<b>156,704.05</b>	
FY 2026	3/1/2026-6/30/2026	13,010.21	11,209.49	14,007.49	14,007.49	52,234.68	
FY 2027	7/1/2026-2/28/2027	26,020.42	22,418.97	28,014.99	28,014.99	104,469.37	156,704.05
<b>Year 3</b>	<b>3/1/2027-2/29/2028</b>	<b>40,982.16</b>	<b>35,309.89</b>	<b>44,123.58</b>	<b>44,123.58</b>	<b>164,539.21</b>	
FY 2027	3/1/2027-6/30/2027	13,660.72	11,769.96	14,707.86	14,707.86	54,846.40	
FY 2028	7/1/2027-2/29/2028	27,321.44	23,539.93	29,415.72	29,415.72	109,692.81	164,539.21
<b>Year 4</b>	<b>3/1/2028-2/28/2029</b>	<b>43,031.27</b>	<b>37,075.38</b>	<b>46,329.77</b>	<b>46,329.77</b>	<b>172,766.19</b>	
FY 2028	3/1/2028-6/30/2028	14,343.76	12,358.46	15,443.26	15,443.26	57,588.73	
FY 2029	7/1/2028-2/28/2029	28,687.51	24,716.92	30,886.51	30,886.51	115,177.46	172,766.19
<b>Year 5</b>	<b>3/1/2029-2/28/2030</b>	<b>45,182.81</b>	<b>38,929.13</b>	<b>48,646.25</b>	<b>48,646.25</b>	<b>181,404.44</b>	
FY 2029	3/1/2029-6/30/2029	15,060.94	12,976.38	16,215.42	16,215.42	60,468.15	
FY 2030	7/1/2029-2/28/2030	30,121.87	25,952.75	32,430.83	32,430.83	120,936.29	181,404.44

5 Year Subscription Total

824,655.79



## AGENDA ITEM

### Public Works and Utilities

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 801/2025

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services for state and federally funded transportation projects; authorization for the Chairman and Financial Services Director to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve and execute the Resolution.

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services for state and federally funded transportation projects; authorization for the Chairman and Financial Services Director to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

#### History:

County staff involved in procurement of transportation engineering and design services has completed appropriate GDOT training regarding state and federally funded projects. Adoption of this policy only relates to professional services with GDOT state and federal funding.

This resolution, including execution of the exhibits, is necessary to allow Hall County to apply for GDOT LAP Certification at a later date.

#### Facts and Issues:

#### Options:

County staff involved in procurement of transportation engineering and design services has completed appropriate GDOT training regarding state and federally funded projects. Adoption of this policy only relates to professional services with GDOT state and federal funding.

**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?** 2026-01-22

**Approvals:**

Submit	Approve	Budget	Finance
JW	JG	JM	TS
Attorney	Administration	Clerk	
NA	CR	JR	

---

**Attachments:**

Resolution





**HALL COUNTY BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 801/2025**

**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:** (678) 622-0426

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE  
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) PROCUREMENT  
POLICY FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION  
OF ENGINEERING, AND DESIGN RELATED CONSULTANT SERVICES**

**WHEREAS**, Hall County, Georgia (hereinafter referred to as “the County”) desires to adopt the Georgia Department of Transportation (collectively referred to hereafter as “GDOT”) Procurement Policy for the Procurement, Management and Administration of Engineering, and Design Related Consultant Services for all State and Federally Funded Transportation Projects.

**WHEREAS**, the County will execute the GDOT Procurement Statement Confirming Understanding of All Policies and Procedures related to the Procurement of Engineering and Design Services as per 23 CFR 172 attached hereto as Exhibit “A”; and

**WHEREAS**, the County will execute the GDOT Letter of Agreement affirming that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized attached hereto as Exhibit “B”; and

**NOW THEREFORE**, on behalf of Hall County, Georgia the Hall County Board of Commissioners further authorizes the Chairman and the Financial Services Director 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 \_\_\_\_\_, 2026.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

---

**Chairman, David Gibbs**

ATTEST:

\_\_\_\_\_(SEAL)  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

## Exhibit “A”



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

January 22, 2026

Department of Transportation  
600 West Peachtree Street, NW, 7th Floor  
Atlanta, GA 30308

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**

Attn: Maria L. Roux  
Asst. Chief Procurement Officer-QA Compliance  
Georgia Department of Transportation  
Office of Procurement

Hall County affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

## Confirmation Of Understanding:

Please **initial** the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

## Hall County agrees with and confirms:

\_\_\_\_\_ They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers “**The Brooks Act**”
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Repayment of Preliminary Engineering Cost (Order 2020.1)
- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost



Rates on Engineering and Design-related Services Contracts Order No. 4470.1A

- O.C.G.A. 50-22-1 through 50- 22-9
- GDOTs DBE program

- \_\_\_\_\_ The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may **NEVER** be used as a selection factor or consideration in the selection process
- \_\_\_\_\_ That *if* it has adopted GDOTs policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. Hall County agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.
- \_\_\_\_\_ That it will comply with all provisions of 23 CFR 172.5(b) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.
- \_\_\_\_\_ That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.
- \_\_\_\_\_ Only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

## **Prequalification**

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.
- \_\_\_\_\_ That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.

- \_\_\_\_\_ The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

## **Development**

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.
- \_\_\_\_\_ Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.
- \_\_\_\_\_ It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.
- \_\_\_\_\_ Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- \_\_\_\_\_ Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- \_\_\_\_\_ Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria.
- \_\_\_\_\_ The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) – Qualification Based Selection, Small Purchases, and Noncompetitive.
- \_\_\_\_\_ The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) – Project Specific; Multi-Phase Project Specific; Indefinite-Delivery Indefinite Quantity (On-Call)
- \_\_\_\_\_ The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) – Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation
- \_\_\_\_\_ Each Solicitation will indicate contract and payment types.
- \_\_\_\_\_ Each Solicitation will include the selection criteria and associated weights in solicitation.
- \_\_\_\_\_ Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) – Technical Approach; Work

Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.

- \_\_\_\_\_ Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) – Local Presence and Participation of Disadvantaged Business Enterprises.
- \_\_\_\_\_ Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7.(a)(1)(iii)(D).
- \_\_\_\_\_ DBE goals must be consistent with GDOT’s current DBE goal or must be approved in advance by GDOT’s Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.

## **Advertisement** 23 CFR 172.7(a)(1)(i)

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ It has published the solicitation as required by state law to the Georgia Procurement Registry.
- \_\_\_\_\_ Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase 1 (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR 172.7(a)(1)(ii)(G))
- \_\_\_\_\_ If adopting GDOT policies and procedures, it understands posting requirements of GDOT.
- \_\_\_\_\_ That all posting requirements will be met.
- \_\_\_\_\_ It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.
- \_\_\_\_\_ Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition – minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896-Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533-Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

## **Evaluation** 23 CFR 172.7(a)(1)(iii) - 23 CFR 172.7(a)(1)(iv)

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ It understands the role and responsibilities of the Selection Committee.
- \_\_\_\_\_ All members of the selection committee are qualified as per FAR 36.602-2
- \_\_\_\_\_ All selection committee members have been provided with training and instructions on how to provide scores and comments.

- \_\_\_\_\_ Evaluations will be conducted in two (2) phases.
- \_\_\_\_\_ Phase 1 evaluations will result in the shortlist to begin Phase 2.
- \_\_\_\_\_ Individual scores **and** comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.
- \_\_\_\_\_ Phase 1 **and** Phase 2 selection committee meetings will be held and will be documented with Phase 1 and Phase 2 committee scores and comments.
- \_\_\_\_\_ Upon request, individual and selection committee Phase 1 **and** Phase 2 scores and comments can be provided.

## **Negotiations** 23 CFR 172.7(a)(1)(v)

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).
- \_\_\_\_\_ It can provide the scope of the contract and a supporting task list to start negotiations.
- \_\_\_\_\_ An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.
- \_\_\_\_\_ That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.
- \_\_\_\_\_ Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.
- \_\_\_\_\_ Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.
- \_\_\_\_\_ Understanding of the different elements which may require negotiations.

- \_\_\_\_\_ Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

## **Award**

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ Understanding of the award process including the preparation and approval of the selection package.
- \_\_\_\_\_ Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9(c).
- \_\_\_\_\_ Understanding and compliance with all of the requirements for preparing and maintaining all award documentation
- \_\_\_\_\_ Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

## **Contract Administration 23 CFR 172.9**

### **Hall County agrees with and confirms:**

- \_\_\_\_\_ All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- \_\_\_\_\_ The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- \_\_\_\_\_ The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.
- \_\_\_\_\_ All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.
- \_\_\_\_\_ Any modifications will be negotiated in the same manner and formality as the original agreements.
- \_\_\_\_\_ Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.
- \_\_\_\_\_ Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.



## **Additional Confirmation**

### **Hall County agrees with and confirms:**

\_\_\_\_\_ The understanding of:

- Disadvantaged Business Enterprise (DBE) 23 CFR 172.7(b)(2)
- Suspension and Debarment 23 CFR 172.7(b)(3)
- Conflict of interest requirements 23 CFR 172.7(b)(4)
- Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

### **HALL COUNTY, GEORGIA**

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

By: \_\_\_\_\_  
Taylor Samples, Director  
Hall County Financial Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attestation: \_\_\_\_\_  
Jennifer Rivera, Commission Clerk

## Exhibit “B”



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

Date: \_\_\_\_\_

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**

Department of Transportation  
600 West Peachtree Street, NW, 7th Floor  
Atlanta, GA 30308

Attn: Maria L. Roux  
Chief Procurement Officer-QA Compliance  
Office of Procurement

**RE: Adoption of GDOT Procurement Policy for The Procurement,  
Management and Administration of Engineering and Design Related  
Consultant Services**

Hall County will adopt the Georgia Department of Transportation Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services. Hall County has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. Hall County agrees to and acknowledges the following:

1. Hall County agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Please provide a list of names of all involved in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements:
2. Personnel listed of Hall County involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. Hall County understands that only the above listed personnel have been certified to participate in the advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.

4. Hall County is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
  - a. Solicitation process
  - b. Evaluation Factors
  - c. Non-Qualification Evaluation Factors
  - d. Evaluation, Ranking and Selection
  - e. Negotiation
5. Hall County acknowledges and agrees to adhere to the below additional procurement requirements:
  - a. Common Grant Rule 49 CFR Part 18
  - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
  - c. Suspension and Debarment
  - d. Compliance with Title VI
  - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
  - f. City/County has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signature(s) below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policies and Procedures for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

(Affix signatures and seal)

HALL COUNTY, GEORGIA

By: \_\_\_\_\_

David Gibbs, Chairman

Hall County Board of Commissioners

Attestation: \_\_\_\_\_

Board of Commissioners, Clerk

Date: \_\_\_\_\_



## AGENDA ITEM

### Public Works and Utilities

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 802/2025

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Title VI Agreement with Assurances as it relates to state and federally funded transportation projects; authorization for the Chairman and Director of Public Works & Utilities to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve and execute the Resolution.

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution authorizing the adoption of the Georgia Department of Transportation (GDOT) Title VI Agreement with Assurances as it relates to state and federally funded transportation projects; authorization for the Chairman and Director of Public Works & Utilities to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

This resolution, including execution of the exhibits, is necessary to allow Hall County to apply for GDOT LAP Certification at a later date.

#### History:

County staff involved in procurement of transportation services has completed appropriate GDOT training Title VI policies and procedures.

#### Facts and Issues:

County staff involved in procurement of transportation services has completed appropriate GDOT training Title VI policies and procedures.

#### Options:



<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2026-01-22

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
JW	JG	JM	TS
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
NA	CR	JR	

**Attachments:**

Resolution



**HALL COUNTY BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 802/2025**

**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:** (678) 622-0426

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE  
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) TITLE VI NON-  
DISCRIMINATION AGREEMENT WITH ASSURANCES**

**WHEREAS**, Hall County, Georgia (hereinafter referred to as “the County”) desires to adopt the Georgia Department of Transportation (collectively referred to hereafter as “GDOT”) Title VI Non-Discrimination Agreement confirming and understanding the requirements per 23 CFR 200 and 49 CFR 21.

**WHEREAS**, the County will execute the GDOT Title VI Non-Discrimination Agreement assuring that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity attached hereto as Exhibit “A”; and

**WHEREAS**, the County will include the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in adapted form all proposals for negotiated agreements; and

**NOW THEREFORE**, on behalf of Hall County, Georgia the Hall County Board of Commissioners further authorizes the Chairman and the Public Works Director to sign any and all documents necessary to effectuate this agreement, subject to the review and approval of the County Attorney.

**SO RESOLVED** this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

---

**Chairman, David Gibbs**

ATTEST:

\_\_\_\_\_(SEAL)  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

## Exhibit “A”

# TITLE VI NON-DISCRIMINATION AGREEMENT

## The Georgia Department of Transportation and

Hall County, Georgia

***Name of Recipient***

### Policy Statement

The ***(Name of Recipient)*** Hall County, Georgia, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** Jorge Gomez/Hall County Public Works, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Jorge Gomez, PE

**Name of Responsible Agency Official (Please Print)**

Director,Hall County Public Works

**Title**

**Date**



# Title VI Program

## Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** Hall County, Georgia has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** Hall County, Georgia Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## Assurances

### 49 CFR Part 21.7

The Hall County, Georgia, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

***The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.***

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

# Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

**a) Annual Work Plan**

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

**b) Accomplishment Report**

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

# Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the recipient.
  - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
- 6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
  - 7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
  - 8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation  
Office of Equal Opportunity, Title VI/ Program  
600 West Peachtree Street, N.W. 7<sup>th</sup> Floor  
Atlanta, GA 30308  
(404) 631-1497



# Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

## SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

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Signature

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EEO Director

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Title

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Date

## NAME OF RECIPIENT:

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Signature

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Chairman, Hall County, Georgia

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Title

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Date

# Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

## **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

## **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

## **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

## **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

## **5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

## **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 33/2026

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the execution of the Georgia Department of Transportation (GDOT) Right-of Way Agreement for the Spout Springs Road Phase II Project; authorization for the Chairman to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

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#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve and execute the Resolution and associated ROW Agreement.

#### Purpose of Request:

Approve the resolution authorizing the execution of the Georgia Department of Transportation (GDOT) Right-of Way Agreement for non-reimbursable land acquisition, the No Sanctuary Policy Certification, and E-Verify Affidavit related to the Spout Springs Road from Union Circle to South of State Route (SR) 347 - Phase II project, and authorizing the Chairman to execute any and all documents related to the agreement, subject to review and approval by the County Attorney.

#### History:

This Agreement and related documents outlines that Hall County will be responsible for the land acquisition costs related to the Spout Springs Phase II project following federal acquisition procedures. Hall Co. has retained Croy Engineering for these ROW services approved by the BOC.

#### Facts and Issues:

The latest approved Right-of-Way cost estimate (6/3/24) totals \$20,243,000.00. Hall County will be required to fund the actual cost of ROW acquisition for the project.

#### Options:

**Funding Requested**

\$ 20,243,000.00

**Are funds within current budget?**

Yes

**Source of Funds**

SPLOST VIII



**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?**

Yes

**Has it been reviewed by the County Attorney?**

Yes

**Is there a deadline for this item?**

2026-02-12

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
JW	JG	JM	TS
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
JL	CR	JR	

---

**Attachments:**

Financial Supplement

GDOT ROW Agreement w/ Resolution

No Sanctuary Policy Certification

E-Verify Affidavit for ROW



**HALL COUNTY BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 33/2026**

**Funds Requested:** \$ 20,243,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
TBD	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$20,243,000.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JW

**Phone:** (770) 531-6800

**CONTRACT FOR ACQUISITION OF RIGHT-OF-WAY  
FEDERAL OR STATE-AID PROJECT  
Non-Reimbursable**

**PROJECT NO: 0015280  
LOCAL GOVERNMENT: HALL COUNTY  
FEDERAL/STATE ROUTE: NA  
P. I. NO.: 0015280**

**STATE OF GEORGIA**

**COUNTY OF HALL**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **HALL COUNTY** (hereinafter called the **LOCAL GOVERNMENT**).

- ☐ **CFDA # 20.205 Highway Plan and Construction Cluster**
- ☐ **CFDA # 20.219 Recreation Trails Program**

**WITNESSTH THAT:**

**WHEREAS**, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located on **Spout Springs Road from Union Circle to south of SR 347, Phase II**, without cost to the **DEPARTMENT** except as hereinafter specified; and

**WHEREAS**, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and

**WHEREAS**, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that **certain resolution of the Board of Commissioners adopted** the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ; and

**WHEREAS**, said rights of way are to be acquired by the **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

## **ITEM I**

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right-of-way and/or easements. The **LOCAL GOVERNMENT** will be responsible for the preparation of deeds, legal descriptions, and plats.

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right-of-way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right-of-way and all required easement (temporary or permanent) surveyed boundary lines PRIOR to the appraiser inspecting and appraising the property and PRIOR to the on-site Negotiation Agent meeting with the property owner to review the required right-of-way and/or required easement(s).

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT'S** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

## **ITEM II**

The **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **LOCAL GOVERNMENT**.

## **ITEM III**

The **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right-of-way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **LOCAL GOVERNMENT**.

The **LOCAL GOVERNMENT** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right-of-way without written consent of the **DEPARTMENT**.

#### **ITEM IV**

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on or in connection with this project.

#### **ITEM V**

To the extent allowed by law, the **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, including any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation related thereto, except that which is the result of the sole negligence of the **DEPARTMENT**.

#### **ITEM VI**

To expedite the right-of-way process for Local Acquired Projects, all pre-negotiation activities are to proceed immediately by the **LOCAL GOVERNMENT**. Once the environmental clearance is obtained and the right-of-way plans are approved, the **LOCAL GOVERNMENT** can begin acquisition activities. However, the **LOCAL GOVERNMENT** shall not proceed with any work pertaining to land acquisition, nor shall Sponsor contact property owners until the **LOCAL GOVERNMENT** has received a GDOT Notice to Proceed for the right-of-way phase of project development.

#### **ITEM VII**

The **LOCAL GOVERNMENT** will, in the right-of-way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right-of-way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under APPENDIX A and APPENDIX E of Attachment No. 2, attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in Attachment No. 2 - The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto, inclusive of APPENDIX A, APPENDIX B, APPENDIX C, APPENDIX D, and APPENDIX E of Attachment No. 2.

#### **ITEM VIII**

Where determined to be desirable by Department Inspectors, the **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right-of-way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing

rodent control.

### **ITEM IX**

The **LOCAL GOVERNMENT** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements for off-system projects.

### **ITEM X**

This contract is the total agreement between the **DEPARTMENT** and the **LOCAL GOVERNMENT**, and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **LOCAL GOVERNMENT**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

### **ITEM XI**

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 20\_\_.**
3. This Agreement is made and entered into in Hall County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

**{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}**



**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the  
**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

By:

\_\_\_\_\_  
COMMISSIONER

Executed on Behalf of  
**HALL COUNTY**

By:

\_\_\_\_\_  
CHAIRMAN

This Contract was approved by the  
**LOCAL GOVERNMENT** County Board  
of Commissioners meeting held  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

ATTEST:

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
CLERK (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FEIN

**RESOLUTION OF THE LOCAL GOVERNMENT**

**STATE OF GEORGIA**

**HALL COUNTY LOCAL GOVERNMENT**

**BE IT RESOLVED** by the **LOCAL GOVERNMENT** Board of Commissioners and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I. 0015280**, be entered into by the **LOCAL GOVERNMENT** Board of Commissioners, and that the Chairman and Clerk of Board of Commissioners, be and they are, thereby authorized and directed to execute the same for and on behalf of said Board of Commissioners.

**PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
WITNESS

**STATE OF GEORGIA**

**HALL COUNTY**

I, \_\_\_\_\_ as Clerk of the **LOCAL GOVERNMENT** Board of Commissioners do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the **LOCAL GOVERNMENT** Board of Commissioners.

Witness by hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_ (Seal)  
CLERK

## ATTACHMENT NO. 1

### MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right-of-way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right-of-way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to receive just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
  - A) A General Certified Appraiser and other valuation damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
  - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
  - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
  - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
  - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
6. Any consultant contracted for negotiation services for the acquisition of right-of-way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

## APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
  2. Cancellation, termination or suspension of the contract, in whole or in part.

- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## ATTACHMENT NO. 2

### **The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances** **DOT Order No. 1050.2A**

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.



2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvement thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation  
(Name of Recipient)

by   
(Signature of Authorized Official)

DATED 07/15/20

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non- discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

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Signature of Authorized Officer or Agent

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Printed Name of Authorized Officer or Agent

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Title of Authorized Officer or Agent

---

Date



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: \_\_\_\_\_

Name of Contracting Entity: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

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



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 38/2026

**SUBJECT:** Approve the acceptance of a \$1,555,678.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer and sidewalks in Weatherfield Phase 1A and 1B Subdivision. Commission District 1.

---

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve

#### Purpose of Request:

Approve the acceptance of a \$1,555,678.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer and sidewalks in Weatherfield Phase 1A and 1B Subdivision. Commission District 1.

#### History:

#### Facts and Issues:

#### Options:

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

#### Approvals:

Submit	Approve	Budget	Finance
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<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
WS	JG	JM	TS
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
JL	CR	JR	

**Attachments:**

Guaranty Performance/Maintenance Agreement  
Final Plat Information

**STATE OF GEORGIA,  
COUNTY OF HALL**

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, Taylor Morrison of Georgia, LLC (owner/principal, hereinafter referred to as "Principal"), and Hartford Fire Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 1,555,678.00 \* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Taylor Morrison of Georgia, LLC (principal) is owner of the Subdivision known as Weatherfield 1A & 1B Subdivision, which subdivision is shown on a plat prepared by Michael C. Sanford, PEC+, Georgia Registered Surveyor Number 3179, and

WHEREAS, Taylor Morrison of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Weatherfield 1A & 1B Subdivision for recording purposes, and

WHEREAS, Taylor Morrison of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Weatherfield 1A & 1B Subdivision for public maintenance (not applicable to private developments);

Taylor Morrison of Georgia, LLC (principal) and Hartford Fire Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Taylor Morrison of Georgia, LLC (principal) agrees that all construction of the street system of Weatherfield 1A & 1B



Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Taylor Morrison of Georgia, LLC (principal), and  
Hartford Fire Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in Weatherfield 1A & 1B Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Hartford Fire Insurance Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

Taylor Morrison of Georgia, LLC (principal) and  
Hartford Fire Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Hartford Fire Insurance Company (surety) from Hall County authorizing release of

Taylor Morrison of Georgia, LLC (principal) and

Hartford Fire Insurance Company (surety) from this Guaranty Agreement.

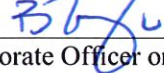
NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on January 12, 2026 (Date) and expires on January 12, 2028 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

21st day of January, 2026.

- Taylor Morrison of Georgia, LLC  
PRINCIPAL

By:   
(Corporate Officer or other authorized representative)

Principal's Address:  
4400 North Point Parkway, Suite 295  
Alpharetta, GA 30022

- Hartford Fire Insurance Company  
SURETY

Malerie Williams, Attorney-in-Fact

By:   
(Authorized Representative)



Surety's Address:  
One Hartford Plaza  
Hartford, CT 06155 - 0001

- Approved:  
Hall County  
By: \_\_\_\_\_  
(Chairman)

\* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity  
and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON NORTHEAST INC

Agency Code: 10-252185

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Danielle Bechard, Michelle Anne McMahon, Ashley Alexis, Jonathan Gleason, Doritza Mojica, Lisa A. Pless, Malerie Williams, Connor Wolpert of NEW YORK, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Mariluz Arce*

Mariluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 01/21/2026.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

Final Plat Information

Consider Acceptance of \$1,555,678.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Weatherfield PH 1A & 1B Subdivision

Subject Subdivision is located off Friendship Circle

NAME OF SUBDIVISION: Weatherfield PH 1A & 1B  
NAME OF OWNER/DEVELOPER: Taylor Morrison of Georgia, LLC.  
ADDRESS: 4400 North Point Parkway Suite 295  
Alpharetta, GA 30022

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance  
DATE OF BOND: January 12, 2026  
AMOUNT OF BOND: \$1,555,678.00

FINANCIAL INSTITUTION: Hartford Fire Insurance Company  
AND ADDRESS: One Hartford Plaza  
Hartford, CT 06155-0001

Account No.: 21BSBJL2783

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Aveline St	50	1258.03	20	P.M.	----
1	Sagecrest Dr	50	1246.38	20	P.M.	----
1	Sorrel St	50	1486.23	20	P.M.	----
1	Weatherly Trail	50	1777.04	20	P.M.	----
1	Ardleigh Way	50	456.49	20	P.M.	----

NOTES:

NUMBER OF LOTS: 191  
CURB & GUTTER: 24" Rolled Back  
TOTAL ACRES OF S/D: 40.398 AC



## AGENDA ITEM

### Public Works and Utilities

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 22/2026

**SUBJECT:** Approve the extension of a \$820,761.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Magnolia Station Phase 4 Subdivision. Commission District 3.

#### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

#### Executive Summary:

**Presenter:** JG

**Recommendation:**  
Approve

#### Purpose of Request:

Approve the extension of a \$820,761.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Magnolia Station Phase 4 Subdivision. Commission District 3.

#### History:

#### Facts and Issues:

#### Options:

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

#### Source of Funds

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

**Has it been reviewed by the County Attorney?** No

**Is there a deadline for this item?**

#### Approvals:

Submit	Approve	Budget	Finance
WS	JG	JM	TS
Attorney	Administration	Clerk	

<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
JL	CR	JR

**Attachments:**

Guaranty Performance/Maintenance Agreement  
Final Plat Information



STATE OF GEORGIA,  
COUNTY OF HALL

BOND NO. GSA2401098

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, Lula Capital, LLC (owner/principal, hereinafter referred to as "Principal"), and The Gray Casualty & Surety Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of Five Hundred Fifty Nine Thousand Four Hundred Twenty Eight and 00/100 (\$559,428.00) (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Lula Capital, LLC (principal) is owner of the Subdivision known as Magnolia Station Phase 4 Subdivision, which subdivision is shown on a plat prepared by Joseph R Wells, RLS, Georgia Registered Surveyor Number 3120, and

WHEREAS, Lula Capital LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Magnolia Station Phase 4 Subdivision for recording purposes, and

WHEREAS, Lula Capital, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Magnolia Station Phase 4 Subdivision for public maintenance (not applicable to private developments); Lula Capital, LLC (principal) and The Gray Casualty & Surety Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Lula Capital, LLC (principal) agrees that all construction of the street system of Magnolia Station Phase 4 Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Lula Capital, LLC (principal), and The Gray Casualty & Surety Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Magnolia Station Phase 4 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, The Gray Casualty & Surety Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

Lula Capital, LLC (principal) and The Gray Casualty & Surety Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by The Gray Casualty & Surety Company (surety) from Hall County authorizing release of Lula Capital, LLC (principal) and The Gray Casualty & Surety Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on April 2, 2024 (Date) and expires on April 2, 2026 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

2<sup>nd</sup> day of April, 2024.

- Lula Capital, LLC  
PRINCIPAL

By: [Signature]  
(Corporate Officer or other authorized representative)

Principal's Address:  
4705 Hamilton Mill Road, Suite 300, Buford, GA 30518

- The Gray Casualty & Surety Company  
SURETY

By: [Signature]  
Margo G. Roberts, Attorney-in-Fact  
(Authorized Representative)

Surety's Address:  
PO Box 6202, Metairie, LA 70009-6202

- Approved:  
Hall County

By: \_\_\_\_\_  
(Chairman)

\* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GSA401098

**Principal:** Lula Capital, LLC

**Project:** Magnolia Station, Phase 4

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Heather Segrist, Julia C. McElligott, Bobbi D. Pendleton, Kenneth J. Peeples, Christopher A. Lydick, Adam Pfanmiller, James Holden Keen, Ronda W. Bush, Katherine L. Pearce, Phillip Knower, Chelsea Craney, Turner A. Estep, Camille Moye Edwards, Margo G. Roberts, David Liggett, Joseph Zoller, Michael McCreadie, and Megan S. Bartman of Durham, North Carolina jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of **\$25,000,000.00**.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President

The Gray Insurance Company

State of Louisiana

ss:

*Cullen S. Piske*

Cullen S. Piske  
President

The Gray Casualty & Surety Company



Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2<sup>nd</sup> day of April, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2<sup>nd</sup> day of April, 2024.

*Leigh Anne Henican*



## INCREASE PENALTY RIDER

BOND AMOUNT \$559,428.00 BOND NO. GSA2401098

To be attached and form a part of Bond No. GSA2401098 dated the 2nd Day of April, 2024, executed by The Gray Casualty & Surety Company as surety, on behalf of Lula Capital LLC as current principal of record, and in favor of Hall County, as Obligee for Magnolia Station, and in the amount of Five Hundred Fifty Nine Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$559,428.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that The Gray Casualty & Surety Company hereby consents that effective from the 2nd Day of April, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Five Hundred Fifty Nine Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$559,428.00)

TO: Eight Hundred Twenty Thousand Seven Hundred Sixty One Dollars and 00/100 (\$820,761.00)

The INCREASE of said bond penalty shall be effective as of the 2nd Day of April, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 13th Day of June, 2024

BY



Lula Capital LLC  
PRINCIPAL



The Gray Casualty & Surety Company  
SURETY

BY



Margo G. Roberts, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Hall County  
OBLIGEE

BY

TITLE

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA2401098

Principal: Lula Capital LLC

Obligee: Hall County

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Margo G. Roberts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of June, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of June, 2024.

*Leigh Anne Henican*





## CONTINUATION CERTIFICATE

Premium Amount: N/A

The The Gray Casualty & Surety Company (hereinafter called the Surety)  
hereby continues in force its Bond No. GSA2401098 in the sum of Eight Hundred Twenty  
Thousand Seven Hundred Sixty One Dollars and 00/100 (\$820,761.00) Dollars,

on behalf of Lula Capital LLC

in favor of Hall County

subject to all the conditions and terms thereof through April 2, 2028 at location of  
risk.

This Continuation is executed upon the express condition that the Surety's  
liability shall not be cumulative and shall be limited at all times by the amount of the  
penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by  
its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this  
22nd day of December, 2025.

The Gray Casualty & Surety Company  
Surety

By: Margo G. Roberts  
Margo G. Roberts Attorney-in-Fact



THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA2401098

Principal: Lula Capital LLC

Obligee: Hall County

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Margo G. Roberts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of December, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of December, 2025.



Final Plat Information

Approve the extension of a \$820,761.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in Magnolia Station Phase 4 Subdivision.

Subject Subdivision is located off of Lula Road (Highway 52).

NAME OF SUBDIVISION: Magnolia Station Phase 4  
NAME OF OWNER/DEVELOPER: Lula Capital, LLC.  
ADDRESS: 4705 Hamilton Mill Road, Suite 300  
Buford, GA 30518

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance  
DATE OF BOND: April 2, 2024  
AMOUNT OF BOND: \$820,761.00

FINANCIAL INSTITUTION: The Gray Casualty & Surety  
AND ADDRESS: P.O. Box 6202  
Metairie, LA 70009-6202

Account No.: GSA2401098

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
3	Pine Ridge Point	50	1245	20	P.M.	----
3	Pine Station Drive	50	974	20	P.M.	----
3	Vista Station Drive	50	404	20	P.M.	----
3	River Station Drive	50	1072	20	P.M.	----

**NOTES:**

NUMBER OF LOTS: 160  
CURB & GUTTER: 24" Rolled Back  
TOTAL ACRES OF S/D: 31.556 AC

Final Plat Information

Consider acceptance of \$820,761.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in Magnolia Station Phase 4 Subdivision.

Subject Subdivision is located off of Lula Road (Highway 52).

NAME OF SUBDIVISION: Magnolia Station Phase 4  
NAME OF OWNER/DEVELOPER: Lula Capital, LLC.  
ADDRESS: 4705 Hamilton Mill Road, Suite 300  
Buford, GA 30518

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance  
DATE OF BOND: April 2, 2024  
AMOUNT OF BOND: \$820,761.00

FINANCIAL INSTITUTION: The Gray Casualty & Surety  
AND ADDRESS: P.O. Box 6202  
Metairie, LA 70009-6202

Account No.: GSA2401098

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
3	Pine Ridge Point	50	1245	20	P.M.	----
3	Pine Station Drive	50	974	20	P.M.	----
3	Vista Station Drive	50	404	20	P.M.	----
3	River Station Drive	50	1072	20	P.M.	----

**NOTES:**

NUMBER OF LOTS: 160  
CURB & GUTTER: 24" Rolled Back  
TOTAL ACRES OF S/D: 31.556 AC



## AGENDA ITEM

### Sheriff's Office

---

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 21/2026

**SUBJECT:** Approve the ratification for the emergency purchase of water heaters under Task Order #2026-027 Replace Water Heaters at the Hall County Jail to B&W Mechanical Contractors Inc of Lawrenceville, GA, in the amount of \$174,495.00.

---

### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

### Executive Summary:

**Presenter:** 1LMM

**Recommendation:**  
Approve.

### Purpose of Request:

Approve the ratification for the emergency purchase of water heaters under Task Order #2026-027 Replace Water Heaters at the Hall County Jail to B&W Mechanical Contractors Inc of Lawrenceville, GA, in the amount of \$174,495.00.

### History:

This Task Order was a result of the competitively bid RFQ/P #42-006 Demand Services for On-Call Plumbing Contractors.

### Facts and Issues:

Three (3) of the four (4) water heaters at the jail are currently inoperable leaving inmates with only 25% of hot water capacity.

Due to the failing water heaters, Hall County staff followed the procedures for an emergency procurement via the Hall County Purchasing Ordinance. Due to the cost of the procurement, this requires to be brought back before the Board of Commissioners for ratification of approval of this emergency purchase.

### Options:

**Funding Requested**

\$ 174,495.00

**Are funds within current budget?**

Yes

**Source of Funds**

Capital Projects Fund

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** Yes

**Has it been reviewed by the County Attorney?** Yes

**Is there a deadline for this item?**

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AY	SC	SC	AY
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	JL	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

CA Approval Form - Emergency Procurement of Water Heaters



## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

### AGENDA ITEM 21/2026

**Funds Requested:** \$ 174,495.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects Fund

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	3326-SHERIFF&JAIL	541300-BUILDING AND IMPROVEMENTS	\$174,495.00

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	3326-SHERIFF&JAIL	541300-BUILDING AND IMPROVEMENTS	\$174,495.00
2026	350-CAPITAL PROJECTS FUND	3310- SHERIFF&OPERATIONS	541300-BUILDING AND IMPROVEMENTS	\$-174,495.00

**Additional Information/Comments:**

Funding coming from savings on Gun Range Improvements project.

**Contact for Questions:** 1JA

**Phone:**


770-531-6904



☐ CA Approval Form Number



### Hall County Request for County Administrator Approval

Department: Sheriff - Jail		Date Submitted:	01/13/2026			
Submitted By: Elizabeth White		Multiple Depts?				
Budget Type:						
Special Routing:	Budget <input type="checkbox"/>	Contracts <input type="checkbox"/>	Grants <input type="checkbox"/>	Purchasing <input checked="" type="checkbox"/>	Personnel <input type="checkbox"/>	Other <input type="checkbox"/>
Special Routing Comments: Please route back to Financial Services to execute the purchase order.						
County Administrator Action Requested: Approve the emergency purchase of four (4) water heaters at the Jail and execute the attached task order. The Jail is currently running at 25% capacity as 3 of the 4 water heaters have failed. See the attached memo and task order for more details. This emergency purchase will go before the BOC for ratification of approval at the February 12th meeting.						
Financial Supplemental Report Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Department Head:	Scott Collison		Digitally signed by Scott Collison Date: 2026.01.14 10:57:03 -05'00'			
HR Director:						
Finance Director:	Taylor Samples		Digitally signed by Taylor Samples Date: 2026.01.14 11:23:14 -05'00'			
County Administrator/ Deputy County Administrator:	 1.15.2026					
County Administrator Action:						

#### Financial Services Use Only

Financial Action Requested:

--

Budgeted

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Fund #	Department Name	Current Balance	Requested Allocation
350	3310	636,546.00	(174,495.00)
350	3326	0.00	174,495.00

#### Finance Comments:

The funding for this emergency purchase will come from the project savings from the gun range improvements.



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

## MEMORANDUM

**DATE:** January 13, 2026

**TO:** County Administration

**FROM:** Department of Financial Services

**SUBJECT:** Emergency Purchase of Water Heaters for the Jail

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**

The Purchasing Division, in collaboration with the Sheriff's Office, has been working on a task order to replace 4 water heaters at the jail. This project was identified earlier this fiscal year as a priority after two existing units failed. Both departments have been coordinating to issue a task order and award the contract through the standard approval process.

However, as of last week, a third water heater has failed, elevating this replacement to an emergency. The lead time for these units is approximately 12 weeks. By approving this request now, we can issue a purchase order to B&W Mechanical, allowing them to order the necessary materials immediately.

The funding for this emergency purchase will utilize project savings from the gun range improvement project.

This item is scheduled to be presented to the Board of Commissioners for ratification on the February 12<sup>th</sup> agenda.



# Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION

## TASK ORDER EXECUTION SIGNATURE REQUEST

Date: January 9, 2026

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Task Order:

Bid/Contract Number: 2026-027

Bid/Contract Name: Replace Water Heaters at Hall County Jail

Department(s) Requesting Contract: Sheriff's Office

Award Recipient Name: B&W Mechanical Contractors Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend:

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2026 Estimated Amount:\$174,495.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of Task Order #2027-023 Replace Water Heaters at Hall County Jail for Sheriff's Office to B&W Mechanical Contractors Inc of Lawrenceville, GA. Three of the four water heaters are currently inoperable leaving inmates with only 25% of hot water capacity. This was a result of the competitively bid RFQ/P #42-006 Demand Services for On-Call Plumbing Contractors. The FY 2026 estimated amount has been reviewed against the approved FY 2026 budget by Finance.

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

<b>TO #:</b>	<b>2026-027 Replace Water Heaters at Hall County Jail</b>	<b>B&amp;W Mechanical Contractors</b>	<b>Stripes Plumbing Contractors</b>
		<b>Lawrenceville, GA</b>	<b>Gainesville, GA</b>
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE</b>	<b>NO RESPONSE</b>
1	Lump Sum	\$174,495.00	NO RESPONSE
2	Extended Warranty	\$14,480.00	NO RESPONSE

Approximate Lead time

12-14 weeks

NO RESPONSE

**Total number of bids sent: 2**

**Number of bids sent to Hall County contractors: 1**

**Number of bids received: 1**

**Number of Hall County bids received: 0**

**Number of "No Bids": 0**





Hall County Government  
FINANCIAL SERVICES  
PURCHASING DIVISION

# Task Order #2026-027

December 15, 2025

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

For the provision of

## Replace Water Heaters at Hall County Jail

Demand Services for On-Call Plumbing Contractors Contract #42-006

### **PROJECT DESCRIPTION**

Hall County, Georgia is issuing this Task Order #2026-027 to Demand Services for On-Call Plumbing Contractors to replace four (4) water heaters at the Hall County Jail.

### **SCHEDULE OF EVENTS**

**Issue Date:** Monday, December 15, 2025

**Pre-bid Site Visit:** Friday, December 19, 2025, at 10:00am at Hall County Jail, 1700 Barber Rd, Gainesville, GA 30507.

**Bid Due Date:** Tuesday, December 30, 2025, by 2:00pm

**On-Site Pre-bid Meeting:** An on-site pre-bid meeting will be held at 10:00am on Friday, December 19, 2025, at the Hall County Jail located at 1700 Barber Rd, Gainesville, GA 30507.

**Bidding Process:** Bidders must respond with their Task Order proposals via e-mail to [andrew.youngblood@hallcounty.org](mailto:andrew.youngblood@hallcounty.org) by 2:00pm EST Monday, December 22, 2025. Time is of the essence for this proposal.

**Questions:** All communications must be directed solely to Andy Youngblood, Issuing Officer, at [andrew.youngblood@hallcounty.org](mailto:andrew.youngblood@hallcounty.org) for questions or clarifications of the TO requirements.

**Bid Response:** Complete the information below and return it to the Issuing Officer via email by the date and time specified above. Electronic signatures are acceptable. Time is of the essence for this proposal.

**Taxes:** The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that it is responsible for any sales and use taxes it may incur. The Bidder will not charge or invoice 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.

**Bonds:** Not required for this solicitation.

**SCOPE OF WORK:**

This is a turnkey project. The Hall County Jail has four (4) 200-gallon water heaters, two (2) of which are currently inoperable.

**The Hall County Jail is a secure facility. All workers may be subject to enhanced security measures at the discretion of Jail Staff, including inspection of tools and materials by a K-9 Unit.** Under no circumstances may workers interact with inmates for any reason. Additionally, workers must have an escort by Jail Staff at all times when moving about the facility. This is to ensure the safety of workers and inmates alike.

- Remove and dispose of existing 200-gallon water heaters.
- Furnish and install four (4) new water heaters of similar size and capacity.
- Remove and dispose of all trash and debris.
- The awarded contractor must be Georgia state certified for boiler installations.
- Provide an extra four (4) year warranty for each unit (for a total of a five (5) year warranty for each unit) that includes parts and labor.

Please enter the cost for each water heater below (including labor) with the corresponding heating type:

Remove and dispose of existing water heaters \$ Included in quote

Water Heater 1 (Gas) \$ N/A

Extended Warranty (Gas) \$ N/A

Water Heater 1 (Electric) \$ 43,623.75

Extended Warranty (Electric) \$ 3,620.00 per unit

Water Heater 1 (Tankless Gas) \$ N/A

Extended Warranty (Tankless Gas) \$ N/A

Water Heater 1 (Tankless Electric) \$ N/A

Extended Warranty (Tankless Electric) \$ N/A

Water Heater 2 (Gas) \$ N/A

Extended Warranty (Gas) \$ N/A

Water Heater 2 (Electric) \$ 43,623.75

Extended Warranty (Electric) \$ 3,620.00 per unit

Water Heater 2 (Tankless Gas) \$ N/A

Extended Warranty (Tankless Gas) \$ N/A

Water Heater 2 (Tankless Electric) \$ N/A

Extended Warranty (Tankless Electric) \$ N/A

Water Heater 3 (Gas) \$ N/A

Extended Warranty (Gas) \$ N/A

Water Heater 3 (Electric) \$ 43,623.75

Extended Warranty (Electric) \$ 3,620.00 per unit

Water Heater 3 (Tankless Gas) \$ N/A

Extended Warranty (Tankless Gas) \$ N/A

Water Heater 3 (Tankless Electric) \$ N/A

Water Heater 4 (Gas) \$ N/A

Extended Warranty (Gas) \$ N/A

Water Heater 4 (Electric) \$ 43,623.75

Extended Warranty (Electric) \$ 3,620.00 per unit

Water Heater 4 (Tankless Gas) \$ N/A

Extended Warranty (Tankless Gas) \$ N/A

Water Heater 4 (Tankless Electric) \$ N/A

Extended Warranty (Tankless Electric) \$ N/A

Estimated Lead Time for new equipment 12-14 Weeks

B&W Mechanical Contractors, Inc.

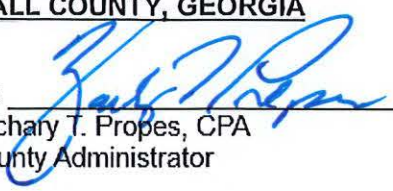
(Full Legal Corporate Name)

By: **Shane Box** Digitally signed by Shane Box  
Date: 2026.01.09 19:04:54  
+05'00'

Title: Plumbing Account Manager

Print Name: Shane Box

HALL COUNTY, GEORGIA

By:   
Zachary T. Propes, CPA  
County Administrator

Date: 1.15.2026



Sworn to and subscribed before me this

13<sup>th</sup> Day of January, 2020.

Notary Public: Heather N. Davis

Notary commission expires: 6/5/29

Attestation:  
Commission Clerk

Jennifer Rivera





## AGENDA ITEM

### Executive Session

**REPORT TO:** Work Session (02/09/26)

**REPORT TO:** Voting Meeting (02/12/26)

**ITEM NO:** 41/2026

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

### Meetings:

**Work Session Date:** 02/09/26

**Voting Meeting Date:** 02/12/26

### Executive Summary:

**Presenter:** CA  
**Recommendation:** N/A

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

### History:

### Facts and Issues:

### Options:

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

### Approvals:

Approve	Clerk
JR	JR

**Attachments:**