HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING 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
Thursday, July 09, 2026 - 06:00 PM

Call to Order

Approve Agenda

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Kathy Cooper

Public Comments - Agenda Items Only (2 minutes/20 minutes maximum)

Consent Agenda

3 Approve the July 6, 2026 Work Session minutes.

4 Approve the June 25, 2026 Meeting minutes.

5 Approve the June 25, 2026 Voting Meeting minutes.

6 Approve the June 25, 2026 Executive Session minutes.

7 Approve the waiving of membership fees for all Hall County students (grades 12 and under) at Hall County Parks & Leisure Services Community Centers.

8 Approve the annual contract for priority dispatch licensing for Central Communications 911 to Medical Priority Consultants Inc. (dba Priority Dispatch Corp.) of Salt Lake City, UT. The estimated total cost is $79,260.00.

9 Approve the application and award of the 2025 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of $50,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. An in-kind match of $50,000.00 will be required.

10 Approval and authorization for the Chairman to execute a resolution, request for release of property, and an amendment to the Installment Sale Agreement between the Gainesville and Hall County Development Authority and Hall County, GA to release a portion of unimproved property attached to the Sewage Treatment Facility under the Series 2020 Revenue Bonds for the purpose of construction of a future park in the southern portion of Hall County along Spouts Springs Road, and to authorize, through execution of such amendment, the use of budgeted SPLOST VIII funds to recognize a value of land transfer in the estimated amount of $645,691.00 for the purposes of making an installment sale agreement payment on the Series 2020 Bonds debt service, subject to review and approval of the County Attorney.

11 Approval and authorization for the Chairman to execute a Request for Transfer of Property that will terminate an Intergovernmental Agreement between Hall County, Georgia and the Gainesville and Hall County Development Authority and deed back a portion of unimproved property to Hall County, Georgia for the purposes of constructing a future park in South Hall along Spout Springs Road, subject to review and approval of the County Attorney.

12 Approve the renewal of annual contract for IFB# 021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to ProFire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $90,000.00.

13 Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for the Chairman to execute all related documents, subject to review and approval by the County Attorney.

14 Approval and authorization for the Chairman to execute a resolution authorizing the execution of a permanent drainage easement agreement accepting the grant of a drainage easement located at 1553 Biscayne Place, Gainesville, GA from Brian Lipscomb (owner); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

15 Approval and authorization for the Chairman to execute a Georgia Department of Transportation (GDOT) traffic signal application to install a Pedestrian Hybrid Beacon on Thompson Bridge Road (SR 60) near the intersection of Thompson Bridge Road (SR 60) and Hubert Stevens Rd. Commission Districts 2 & 3.

16 Approve the ratification of the application, award, and any further supplemental funding for the U.S. Bureau of Justice Assistance's State Criminal Alien Assistance Program (SCAAP) for the Sheriff's Office to reimburse the cost of housing and personnel for incarcerating undocumented criminal aliens in the amount of $250,556.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

17 Approve the renewal of the annual contract for RFQ/P# 46-009 Inmate Telephone Systems for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

18 Approve the purchase order change order #2 for Contract #45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated cost is $92,716.00.

19 Approve the purchase of Axon Justice Premier Plus Software for the Hall County Solicitor's Office from Axon Enterprises, Inc. of Scottsdale, AZ. The total cost is $443,338.56.

Public Hearing to amend Hall County's Zoning Map as follows:

20 **1161 Candler Road | Variance to Article 8 |** site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcel 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

21 **6250 & 6255 Old Dawsonville Road | Special Use |** for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

22 **6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 |** to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed Use: Event facility with off-site shared parking |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

County Administrator

Commission Time

Adjourn

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

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

AGENDA ITEM

Invocation

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 715/2025

SUBJECT: Commissioner Gregg Poole

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: n

Recommendation:
n/a

Purpose of Request:

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:

Approve	Clerk
AD	JR

Attachments:

AGENDA ITEM

Pledge

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 741/2025

SUBJECT: Commissioner Kathy Cooper

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: n

Recommendation:
n/a

Purpose of Request:

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:

Approve	Clerk
AD	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 448/2026

SUBJECT: Approve the July 6, 2026 Work Session minutes.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the July 6, 2026 Work Session minutes.

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?	2026-07-09

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	CR	JR

Attachments:

July 6, 2026 Work Session Minutes

HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, July 06, 2026 - 03:00 PM

Call to Order

Chairman Gibbs at 3:00 p.m.

Present:

Chairman David Gibbs, Vice-Chairman Kathy Cooper and Commissioners Billy Powell, Gregg Poole and Jeff Stowe

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, and Senior Assistant County Attorney Nathaniel Anderson

Appointments for Consideration

Ms. Rivera addressed the Board.

1 Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Chairman's Appointment.

Remove from agenda by acclamation.

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

Remove from agenda by acclamation.

Community Services and Parks

Brent Holloway, Director of Community Services and Parks, addressed the Board.

3 Approve the waiving of membership fees for all Hall County students (grades 12 and under) at Hall County Parks & Leisure Services Community Centers.

Consent

Emergency Management

Zach Brackett, Director of Emergency Management (EMA), addressed the Board.

4 Approve the annual contract for priority dispatch licensing for Central Communications 911 to Medical Priority Consultants Inc. (dba Priority Dispatch Corp.) of Salt Lake City, UT. The estimated total cost is $79,260.00.

Consent

5 Approve the application and award of the 2025 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of $50,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. An in-kind match of $50,000.00 will be required.

Consent

Financial Services

Taylor Samples, Director of Financial Services, addressed the Board.

6 Approval and authorization for the Chairman to execute a resolution, request for release of property, and an amendment to the Installment Sale Agreement between the Gainesville and Hall County Development Authority and Hall County, GA to release a portion of unimproved property attached to the Sewage Treatment Facility under the Series 2020 Revenue Bonds for the purpose of construction of a future park in the southern portion of Hall County along Spouts Springs Road, and to authorize, through execution of such amendment, the use of budgeted SPLOST VIII funds to recognize a value of land transfer in the estimated amount of $645,691.00 for the purposes of making an installment sale agreement payment on the Series 2020 Bonds debt service, subject to review and approval of the County Attorney.

Consent

7 Approval and authorization for the Chairman to execute a Request for Transfer of Property that will terminate an Intergovernmental Agreement between Hall County, Georgia and the Gainesville and Hall County Development Authority and deed back a portion of unimproved property to Hall County, Georgia for the purposes of constructing a future park in South Hall along Spout Springs Road, subject to review and approval of the County Attorney.

Consent

Commissioner Poole inquired about a bond and funding for paving for Highland Gates subdivision. Mr. Samples and Jorge Gomez, Director of Public Works & Utilities addressed the Board regarding the matter. Commissioner Poole requested that all bonds be reviewed for cost accuracy.

Fire Rescue

Chief Jerry Smith, Fire Rescue, addressed the Board.

8 Approve the renewal of annual contract for IFB# 021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to ProFire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $90,000.00.

Consent

Human Resources

Dr. LisaRae Minor, Director of Human Resources, addressed the Board.

9 Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for the Chairman to execute all related documents, subject to review and approval by the County Attorney.

Consent

Planning & Zoning

Katie Ahmed, Director of Planning & Zoning, addressed the Board.

10 **6250 & 6255 Old Dawsonville Road | Special Use |** for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

11 **6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 |** to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed Use: Event facility with off-site shared parking |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Commissioner Powell inquired about parking. Commissioner Poole questioned the history of fire code violations, compliance and inspections. Fire Marshal Michael Vieira addressed the Board regarding the topic. Chairman Gibbs questioned Ms. Ahmed about event venues within zoning districts. Business License Director Brandi Smith addressed the Board regarding the rental website posting with regards to beds available.

12 **1161 Candler Road | Variance to Article 8 |** site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcel 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

Public Works and Utilities

Mr. Gomez addressed the Board.

13 Approval and authorization for the Chairman to execute a resolution authorizing the execution of a permanent drainage easement agreement accepting the grant of a drainage easement located at 1553 Biscayne Place, Gainesville, GA from Brian Lipscomb (owner); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Consent

14 Approval and authorization for the Chairman to execute a Georgia Department of Transportation (GDOT) traffic signal application to install a Pedestrian Hybrid Beacon on Thompson Bridge Road (SR 60) near the intersection of Thompson Bridge Road (SR 60) and Hubert Stevens Rd. Commission Districts 2 & 3.

Consent

Sheriff's Office

Captain Chris Dale, Sheriff's Office, addressed the Board.

15 Approve the ratification of the application, award, and any further supplemental funding for the U.S. Bureau of Justice Assistance's State Criminal Alien Assistance Program (SCAAP) for the Sheriff's Office to reimburse the cost of housing and personnel for incarcerating undocumented criminal aliens in the amount of $250,556.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Consent

16 Approve the renewal of the annual contract for RFQ/P# 46-009 Inmate Telephone Systems for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

Consent

17 Approve the purchase order change order #2 for Contract #45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated cost is $92,716.00.

Consent

Solicitor of State Court

Inez Grant, Solicitor General, addressed the Board.

18 Approve the purchase of Axon Justice Premier Plus Software for the Hall County Solicitor's Office from Axon Enterprises, Inc. of Scottsdale, AZ. The total cost is $443,338.56.

Consent

County Administrator

Mr. Gentry addressed the Board and stated that the annual fireworks show on July 4, 2026 at Laurel Park was a success and thanked Captain Barry Shaw (Marshals Office) and Brent Holloway (Parks) for their work.

Public Comments

The following people addressed the Board:

- *Susan Smith, 4345 Chamblee Road, Oakwood*
- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Jodi White, 5166 Whitehall Road, Lula*
- *Bobby Watkins, 6143 Cool Springs Road, Gainesville*

Commission Time

Commissioner Billy Powell, District 2, mentioned Little Hall Park and the possiblity of upgrading the bathrooms. Also reminded citizens to use the assigned designated parking areas.

Commissioner Gregg Poole, District 3, stated that the next town hall meeting regarding the judicial complex expansion will be held on July 8, 2026 at 6:00 p.m. at the Hall County Government Center. Also spoke about a potential IGA with Gainesville and funding regarding the project.

Chairman David Gibbs also mentioned the town hall and encouraged everyone to attend.

Adjourn

Commissioner Stowe/Commissioner Cooper — adjourn at 4:16 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 445/2026

SUBJECT: Approve the June 25, 2026 Voting Meeting minutes.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: CA

Recommendation:
Approval.

Purpose of Request:
Approve the June 25, 2026 Voting Meeting minutes.

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?	2026-07-09

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

June 25, 2026 Voting Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, June 25, 2026 - 06:00 PM

Call to Order

Chairman Gibbs at 6:17 p.m.

Present:

Chairman David Gibbs, Vice-Chairman Kathy Cooper and Commissioners Billy Powell, Gregg Poole and Jeff Stowe

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, Deputy Commission Clerk Ana Dominguez, County Attorney Justin Lawhon and Senior Assistant County Attorney Nathaniel Anderson

Approve Agenda

Commissioner Powell/Commissioner Cooper — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Jeff Stowe

Public Comments

The following people addressed the Board:

- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Jeremy Heidl, 2666 Pass Circle, Gainesville*
- *Jodi White, 5166 Whitehall Road, Lula*
- *Mark Redman, 4403 T-Mor Cove, Oakwood*

Proclamation/s

Ms. Dominguez addressed the Board and introduced the proclamations.

3 Approve the proclamation proclaiming June 2026 as National Microchipping Month.

Commissioner Powell presented Animal Services with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Consent Agenda

Commissioner Powell/Commissioner Cooper — approve — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — recused

Motion passed

4 Approve the June 11, 2026 Voting Meeting minutes.

5 Approve the June 22, 2026 Work Session minutes.

6 Approve the June 22, 2026 Executive Session minutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The estimated annual cost is $500,000.00.

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

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

The estimated annual cost to exceed $100,000.00.

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

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

The estimated annual cost to exceed $150,000.00.

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

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

The estimated annual cost to exceed $75,000.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Business - Appointments for Consideration

Ms. Dominguez addressed the Board.

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

Commissioner Powell/Commissioner Stowe — approve removing item 36 from the table — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell/Commissioner Stowe — appoint Wally Enzor — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Other Business - Financial Services

Taylor Samples, Director of Financial Services, addressed the Board.

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

Mr. Samples discussed the following information regarding the proposed FY 2027 Budget:

- *Operating and Capital Funds:*
  - *Operating Funds - $333,930,706*
  - *Capital Funds - $66,792,071*
  - *Total Countywide Budget - $400,722,777*

Commissioner Stowe/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

38 Approve the Fiscal Year 2026 Budget Adjustment Resolution.

Commissioner Stowe/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Other Business - Public Works and Utilities

Jorge Gomez, Director of Public Works and Utilities addressed the Board.

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

Mr. Anderson introduced the item. Mr. Gomez discussed the item. Mr. Anderson conducted the Public Hearing.

The following people addressed the Board:

- *Jodi White, 5166 Whitehall Road, Lula*

Commissioner Powell/Commissioner Cooper — approve — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — abstain

Commissioner Poole — abstain

Commissioner Stowe — aye

Motion passed.

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

Commissioner Stowe/Commissioner Powell — approve — Vote: 4 to 0

The following people addressed the Board:

- *Casey Riley, 5537 Hawkins Road, Gillsville*

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — abstain

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Other Business - Planning and Development

Katie Ahmed, Director of Planning & Zoning, addressed the Board.

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

Ms. Ahmed discussed the item.

Commissioner Powell/Commissioner Stowe— approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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

Mr. Anderson introduced the item. Ms. Ahmed discussed the item. Mr. Anderson conducted the Public Hearing.

There were no comments from the public.

Commissioner Stowe/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Public Hearing to amend Hall County's Zoning Map as follows:

Ms. Ahmed addressed the Board.

Commissioner Powell exited the meeting.

43 **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Mr. Anderson introduced items 43 and 44.

Commissioner Stowe/Commissioner Cooper — approve removing items 43 and 44 from the table — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — recused

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Ms. Ahmed discussed the item. Mr. Anderson conducted the Public Hearing.

The following people addressed the Board regarding both items 43 and 44:

Favor:

- *Beth Garmon, 425 Oak Street, Gainesville*

Opposition:

- *Mark Redman, 4403 T-Mor Cove, Oakwood*
- *Tim Ader, 2659 Sardis Road, Gainesville*
- *Mason Murphy, 2756 Sardis Church Road, Gainesville*
- *Terry Smith, 2674 Westview Circle, Gainesville*
- *Lamar Skinner, 2670 Carl Drive, Gainesville*

Commissioner Stowe/Commissioner Cooper — approve tabling item 43 until the July 23, 2026 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — recused

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

44 **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Items 43 and 44 were heard together. See item 43 for public hearing details.

Commissioner Stowe/Commissioner Cooper — approve tabling item 44 until the July 23, 2026 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — recused

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell re-entered the meeting.

45 **4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** *Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Mr. Anderson introduced items 45 and 46.

Commissioner Cooper/Commissioner Poole — approve removing item 45 and 46 from the table — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Ms. Ahmed discussed the item. Mr. Anderson conducted the Public Hearing.

The following people addressed the Board regarding both items 45 and 46:

Favor:

- *Burns Marlow, 1210 Thompson Bridge Road, Gainesville*
- *Mark Faul, 4567 Stanley Road, Flowery Branch*
- *Cheryl Smith, 6416 Cannon Drive, Flowery Branch*
- *Larry Buran, 5304 Walden Way, Flowery Branch*

Opposition:

- *Renee Martin, 4533 J M Turk Road, Flowery Branch*
- *Kathy Little, 4627 Guth Road, Flowery Branch*

Commissioner Cooper/Commissioner Powell — denial of items 45 and 46 — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

46 **4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 |** Agri-entertainment Event use standards | on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**
Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.

Items 45 and 46 were heard together. See item 45 for public hearing details and vote.

47 **4431 Jim Hood Road & 4474 Highland Road | Rezone |** from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) **| Proposed Use: 56-lot single-family subdivision |** Commission District 3 **| Kent Henderson, applicant**

Mr. Anderson introduced the item.Ms. Ahmed discussed the item. Mr. Anderson conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Kent Henderson, 6071 Mount Vernon Road, Murrayville*
- *Harold Kilgore, 352 Jim Grizzle Road, Royston*

Opposition:

- *Renee Satterfield, 4659 Broken Arrow Path, Gainesville*
- *Tommy Furlow, 4485 Highland Road, Gainesville*
- *Clayton Lamar Shope, 4509 Jim Hood Road, Gainesville*
- *Karen Welch, 4555 Jim Hood Road, Gainesville*
- *Bob Hudson, 4605 Nopone Road, Gainesville*
- *Katie Smith, 4505 Callie Downs Drive, Gainesville*
- *Al Satterfield, 4659 Broken Arrow Path, Gainesville*
- *John Vachtsevanos, 4782 Hillsborough Road, Gainesville*

Commissioner Poole/Commissioner Cooper — table — Vote: 2 to 3

Commissioner Cooper — aye

Commissioner Powell — nay

Chairman Gibbs — nay

Commissioner Poole — aye

Commissioner Stowe — nay

Motion failed.

Commissioner Powell/Commissioner Stowe — deny — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — abstain

Commissioner Stowe — aye

Motion passed.

48 **910 West Ridge Road | Special Use |** for Vehicle Repair, Major in GCOD | on a 3.47± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E **| Proposed Use: Vehicle repair, major |** Commission District 4 **| Anthony Dorsey, applicant**

Mr. Anderson introduced the item.Ms. Ahmed discussed the item. Mr. Anderson conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Anthony Dorsey*

Commissioner Stowe/Commissioner Powell — approve with the eight (8) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The business shall operate in accordance with the site plan dated April 22, 2026, and the project narrative dated April 22, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.*
3. *All vehicles on the property shall be parked in the areas designated on the proposed site plan. This includes all existing vehicles/ trailer trailers/ trailers to be relocated to designated parking areas.*
4. *All parking, loading, and repair spaces must be striped and meet required parking counts per Hall County Unified Development Code Section 8.1.*
5. *All standard automotive work must occur within the enclosed building; however, tractor trailers may be serviced outdoors within the designated area on the submitted site plan.*
6. *No building permits for new construction or to expand the footprint of the existing building shall be permitted until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.*
7. *No variances are granted from these standards, other than those shown on the submitted site plan.*
8. *All conditions of zoning shall be made part of any plats created for the property.*

County Administrator

Mr. Gentry addressed the Board. He stated the following:

- *Hall County Offices will be closed on Friday, July 3, 2026 in observance of the Independence Day holiday.*

Commission Time

Chairman David Gibbs, reminded citizens of the next Judicial Complex Expansion Town Hall Meeting being held in the Commission Meeting Room on the 2nd floor of the Hall County Government Center, Wednesday, July 8, 2026 at 6:00 pm.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn at 9:08 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 449/2026

SUBJECT: Approve the June 25, 2026 Meeting minutes.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the June 25, 2026 Meeting minutes.

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?	2026-07-09

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	CR	JR

Attachments:

June 25, 2026 Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, June 25, 2026 - 05:00 PM

Call to Order

Chairman Gibbs at 5:00 p.m.

Present:

Chairman David Gibbs, Vice-Chairman Kathy Cooper and Commissioners Billy Powell, Gregg Poole and Jeff Stowe

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, Deputy Commission Clerk Ana Dominguez, County Attorney Justin Lawhon, Assistant County Attorney Anna Shwaemmle, and Capital Projects Manager Doug Straughan

Executive Session

Commissioner Powell/Commissioner Stowe — to go into Executive Session at 5:00 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

1 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)].

Commissioner Powell/Commissioner Poole — to adjourn the Executive Session at 6:09 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Powell/Commissioner Poole — adjourn the Meeting at 6:09 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 446/2026

SUBJECT: Approve the June 25, 2026 Executive Session minutes.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the June 25, 2026 Executive Session minutes.

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?	2026-07-09

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	CR	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 410/2026

SUBJECT: Approve the waiving of membership fees for all Hall County students (grades 12 and under) at Hall County Parks & Leisure Services Community Centers.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: BHJT

Recommendation:
Approve.

Purpose of Request:

Approve the waiving of membership fees for all Hall County students (grades 12 and under) at Hall County Parks & Leisure Services Community Centers.

History:
This initiative was brought forward and approved by the Hall County Parks & Leisure Services Advisory Board. Proposal was approved, 5-0, at the Board's May 18 meeting.

Parks staff has conducted due diligence regarding operational updates and costs, and supports approval.

Facts and Issues:
Estimated revenue loss attributable to passes and memberships for under-18 users is $15,000 annually.

Parks staff are seeking sponsorships to offset the loss.

Options:

Funding Requested	$ 15,000.00
Are funds within current budget?	Yes
Source of Funds	Parks and Leisure Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
BH	BH	JM	TS

Attorney	Administration	Clerk
JL	CR	AD

Attachments:

Financial Supplement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 410/2026

Funds Requested: $ 15,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Parks and Leisure Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	347201-MEMBERSHIP FEES	$15,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 402/2026

SUBJECT: Approve the annual contract for priority dispatch licensing for Central Communications 911 to Medical Priority Consultants Inc. (dba Priority Dispatch Corp.) of Salt Lake City, UT. The estimated total cost is $79,260.00.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: ZB

Recommendation:
Approve.

Purpose of Request:
Approve the annual contract for priority dispatch licensing for Central Communications 911 to Medical Priority Consultants Inc. (dba Priority Dispatch Corp.) of Salt Lake City, UT. The estimated total cost is $79,260.00.

History:

Facts and Issues:
This contract is exempt from competitive bidding per Code Section 3.10.030 E.

This will lock in pricing for 5 years and autorenew annually which is in compliance with Hall County policy regarding software.

Options:

Funding Requested	$ 79,260.00
Are funds within current budget?	Yes
Source of Funds	E911
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AY	AL	AL	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Financial Supplement
Signature Request Cover Sheet
Cost Quote

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 402/2026

Funds Requested: $ 79,260.00

Request Budgeted: Yes

Proposed Source of Funding:

E911

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$3,965.00
2027	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$11,895.00
2028	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$15,850.00
2029	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$15,850.00
2030	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$15,850.00
2031	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$15,850.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: ZB

Phone: 470-201-0795

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 12, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Priority Dispatch Licensing

Department(s) Requesting Contract: 911/Central Communications

Award Recipient Name: Medical Priority Consultants, Inc. (dba Priority Dispatch Corp.)

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $3,965.00

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2027 Estimated Amount:

☒ Product Contract Estimated Amount: $11,895.00

Comment:

Approve the annual contract for Priority Dispatch Licensing to Medical Priority Consultants, Inc. (dba Priority Dispatch Corp.) of Salt Lake City, UT. This will lock in pricing for five (5) years through FY 2031 for a total cost of $79,260.00 to maintain 911/Central Communication's Accredited Center of Excellence (ACE) accreditation.
This is exempt from competitive bidding per Code Section 3.10.030 E – Software.
The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

Quote

Priority Dispatch Corp.

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Denise Pappas
Phone: (800) 363-9127
Direct:
Email: denise.pappas@prioritydispatch.net

Agency:	Hall County 911/ Central Comm
Agency ID #:	8658
Quote #:	Q-80290
Date:	6/10/2026
Offer Valid Through:	6/30/2026
Payment Terms:	Net 30
Currency:	U.S. Dollar

Bill To:
Hall County 911/ Central Comm
PO BOX 1435
Gainesville, Georgia 30503-1435
United States

Ship To:
Hall County 911/ Central Comm
470 Crescent Dr
Gainesville, Georgia 30501-5079
United States

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical	11.00	USD 3,814.59
ProQA Supervisor License ESP **License Renewal, Service & Support**	Medical	2.00	USD 150.41
		Prorated Platinum ESP: March 1st, 2026 - June 30th, 2026 TOTAL:	USD 3,965.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical	11.00	USD 11,445.00
ProQA Supervisor License ESP **License Renewal, Service & Support**	Medical	2.00	USD 450.00
		Year 1 Platinum ESP: July 1st, 2026 - June 30th, 2027 TOTAL:	USD 11,895.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical	11.00	USD 15,400.00
ProQA Supervisor License ESP **License Renewal, Service & Support**	Medical	2.00	USD 450.00
		Year 2: Platinum ESP July 1st, 2027 - June 30th, 2028 TOTAL:	USD 15,850.00

Quote

Priority Dispatch Corp.

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	11.00	USD 15,400.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical	2.00	USD 450.00
Year 3: Platinum ESP July 1st, 2028 - June 30th, 2029 TOTAL:			USD 15,850.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	11.00	USD 15,400.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical	2.00	USD 450.00
Year 4: Platinum ESP July 1st, 2029 - June 30th, 2030 TOTAL:			USD 15,850.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	11.00	USD 15,400.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical	2.00	USD 450.00
Year 5: Platinum ESP July 1st, 2030 - June 30th, 2031 TOTAL:			USD 15,850.00

Subtotal	**USD 79,260.00**
Discount	**USD 5,287.81**
Total	**USD 79,260.00**

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

Terms and Conditions

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

"To lead the creation of meaningful change in public safety and health."

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 411/2026

SUBJECT: Approve the application and award of the 2025 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of $50,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. An in-kind match of $50,000.00 will be required.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: ZB

Recommendation:
Approval

Purpose of Request:
Approve the application and award of the 2025 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of $50,000.00, and if awarded, appoint the Grants Manager as the Program Designee,and authorize the Chairman to execute all related award documents. An in-kind match of $50,000.00 will be required.

History:

Hall County has received the EMPG grant since 2010.

Facts and Issues:
Funding will supplement the salary of an existing emergency management employee, who will be assisting with the completion of the objectives of this grant.

Options:

Funding Requested	$ 50,000.00
Are funds within current budget?	Yes
Source of Funds	Emergency Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Grants	Budget
ZB	ZB	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	AD

Attachments:

Financial Supplement

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; And Drug-Free Workplace Requirements

2025 Emergency Management Performance Grant Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 411/2026

Funds Requested: $ 50,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	271-EMERGENCY SERVICES FUND	3920-EMA	511100-SALARIES	$50,000.00
2027	250-MULTIPLE GRANT FUND	3920-EMA	331150-FEDERALâ€OPERATING INDIRECT	$-50,000.00
2027	250-MULTIPLE GRANT FUND	3920-EMA	511100-SALARIES	$50,000.00

Budget Transfer Items:

Additional Information/Comments:

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than $100,000.00.

Contact for Questions: ZB

Phone: 470-201-0795

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check **[ ]** if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Application - Hall County_OEM25-071

Draft

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	Hall County_OEM25-071
Total Project Cost:	$100,000.00
Eligible Amount:	$100,000.00
Federal Allocated Amount:	$50,000.00
Funding Sources:	Federal - $50,000.00 State - $0.00 Local - $50,000.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	1) Application Creation Description: State creates Application

Grant

2025 2025 Emergency Management Performance Grant (EMPG)
Emergency Management Performance Grant
Start Date: October 1, 2025
Assistance Listing Number (CFDA): 97.042

Applicant

Hall County EMA
Name (Legal): Hall County Emergency Management Agency Hall County
UEI: USZBJ4CMC7B6
FIPS:
FEIN #: 58-6000836
Vendor # (Applicant): 0000014610
DUNS #: 78124617 Type: EMERGENCY MANAGEMENT AGENCY
Physical: Post Office Box 907730 Gainesville, GA, 30501
Mailing: Post Office Box 907730

Draft

Gainesville, GA 30501
Gainesville, GA, 30501

Introduction

Summary Information

Grant: 2025 2025 Emergency Management Performance Grant (EMPG)

Project Type: EMPG Base Award

Title: Hall County_OEM25-071

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

This application contains Work Activity and Costs in the following areas: Personnel

Hold Ctrl key to select multiple areas. More Info

Program Participants:

Hall County
Gainesville
Oakwood
Flowery Branch
Lula
Clermont
Gillsville
Braselton
Buford

List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.

Local Goals / Objectives for this EMPG Grant:

EMPG funds will be used to supplement the local EMA budget for
EMA staff salaries.
Completion of the annual work plan.
Continual improvement and development of county-wide all hazards plans.
Conduct and participate in required exercises
Continue to support local school districts with their preparedness plans

For example: enhance warning systems, direction & control, etc.

Primary Contact:

Sommer Green - Grants Manager

Edit

Email Address: sgreen@hallcounty.org
Phone: 770-297-5503

Alternate Contact:

Zachary Brackett - Director of Emergency Management

Edit

Email Address: zbrackett@hallcounty.org
Phone: 770-533-7908

Authorized Contact:

David Gibbs - Chairman

Edit

Email Address: dgibbs@hallcounty.org
Phone: 770-535-8288 ext. 1

Emergency Management Director:

Zachary Brackett - Director of Emergency Management

Edit

Email Address: zbrackett@hallcounty.org

Phone: 770-533-7908

Grant Financial Officer:

Taylor Samples - Assistant Finance Director

Edit

Email Address: tsamples@hallcounty.org

Phone: 770-531-4940

Project Details

Do you anticipate using EMPG Funds towards projects that involve new construction or installation of equipment, E.g. generators, alarm systems, etc?

No

Do you anticipate using EMPG Funds towards projects that effect or involve modification of buildings or structures 50 years old or older?

No

Do you anticipate using EMPG Funds towards projects for the installation of new communication towers, or the replacement of existing communications towers?

No

Project Description:

Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. If multiple sites are involved, provide the summary for each site.

Project Location

Address Line 1:

Address Line 2:

City:

State: GA - Georgia

Zip Code:

Latitude:

In Decimal Format to nine (9) decimal places.

Longitude:

In Decimal Format to nine (9) decimal places.

Base Award Payment Request

☑ Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2024 Performance Partnership Agreement (PPA) with the Georgia Emergency Management & Homeland Security Agency have been satisfied. I hereby request payment of the 2025 EMPG Base Award to cover expenses for the period of Oct 1, 2025 through Sep 30, 2026.

Signed by Zachary Brackett on Jun, 17, 2026 (clear signature)

Mailing Address

Address Line 1:	P.O. Box 907730
Address Line 2:	
City:	Gainesville
State:	GA - Georgia
Zip Code:	30501

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true?	No

Risk Assessment

Agency Tax Status?	Other
Please specify:	Local County Government
Agency Fiscal Year:	July-June For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Hall County, GA
Does the Physical Address on file match your address as listed on SAM.gov?	Yes Post Office Box 907730 Gainesville Georgia 30501
Is the Mailing Address on file correct?	Yes Post Office Box 907730 Gainesville, GA 30501 Gainesville Georgia 30501
Has your organization been audited in the past 12 months?	Yes, by an outside audit firm

Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $1,000,000 or more in federal assistance during its fiscal year)?	Yes
Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Georgia Department of Audits
What date was the audit sent?	Dec 30, 2025
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Dec 30, 2025

What type of accounting system do you use?	Automated
Does your organization have written policies and procedures for checks and balances of all fiscal transactions?	Yes
Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?	Yes
Is the Unique Entity Identifier (UEI) on file for your organization correct?	Yes

UEI: USZBJ4CMC7B6

Has the Unique Entity Identifier (UEI) been registered with the System for Award Management (SAM) at SAM.gov?	Yes

Expiration Date: Sep 4, 2026

Costs

Fund Allocation

Federal Allocated Amount: $50,000.00

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than $100,000.00. If your total project cost is less than this amount, you will only be awarded up to 50% of your total project cost.

Total Project Cost: $100,000.00

Balance: $0.00

Cost Line Items

Classification	Description	Qty	Price	Total
Area Personnel Type Personnel AEL Code (List) 100HF-01-SUSB-GA Support Staff Salary and Benefits (direct costs)	100HF-01-SUSB - GA Support Staff Salary and Benefits (direct costs)		$ 50,000.00	$50,000.00
Area Personnel Type Personnel AEL Code (List) 100HF-01-SUSB-GA Support Staff Salary and Benefits (direct costs)	100HF-01-SUSB - GA Support Staff Salary and Benefits (direct costs)		$ 50,000.00	$50,000.00
Application Total				**$100,000.00**
Grand Total				**$100,000.00**

Federal Allocation: $50,000.00

Submitted to Date: $0.00

Available Balance: $50,000.00

Funding Sources

Method:	(●) By Percent	( ) By Amount	Funding Source / Other Agency
Estimated Federal Share:	50 %	$50,000.00	
Estimated State Share:	%	$0.00	
Estimated Local Share:	50 %	$50,000.00	Local Non-Federal Funds
Total Allocated:	100 %	$100,000.00	

Documentation

Document Name:	Actions:
Certification re: Lobbying, Debarment, Suspension, and Drug Free Workplace	

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 401/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution, request for release of property, and an amendment to the Installment Sale Agreement between the Gainesville and Hall County Development Authority and Hall County, GA to release a portion of unimproved property attached to the Sewage Treatment Facility under the Series 2020 Revenue Bonds for the purpose of construction of a future park in the southern portion of Hall County along Spouts Springs Road, and to authorize, through execution of such amendment, the use of budgeted SPLOST VIII funds to recognize a value of land transfer in the estimated amount of $645,691.00 for the purposes of making an installment sale agreement payment on the Series 2020 Bonds debt service, subject to review and approval of the County Attorney.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:

History:

Approval and authorization for the Chairman to execute a resolution, request for release of property, and an amendment to the Installment Sale Agreement between the Gainesville and Hall County Development Authority and Hall County, GA to release a portion of unimproved property attached to the Sewage Treatment Facility under the Series 2020 Revenue Bonds for the purpose of construction of a future park in the southern portion of Hall County along Spouts Springs Road, and to authorize, through execution of such amendment, the use of budgeted SPLOST VIII funds to recognize a value of land transfer in the estimated amount of $ 645,691.00 for the purposes of making an installment sale agreement payment on the Series 2020 Bonds debt service, subject to review and approval of the County Attorney.

Facts and Issues:

The Series 2020 Revenue Bonds were issued to refinance prior bonds issued to purchase land and finance the construction of the Spout Springs Water Reclamation Facility on Spout Springs Road.

This amendment to the installment sale agreement will release the remaining unimproved portion of property under the Gainesville and Hall County Development Authority, as the Issuer of the debt, back to Hall County for the purposes of Construction of the South Hall Park.

By executing this amendment, this will result in a transfer of title and value of the unimproved land back to Hall County to recognize the purchase of the Land for the construction of the future park.

Options:

Funding Requested	$ 645,691.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Recorded Plat - Divide of Property
Limited Warranty Deed - Release and Transfer of Property
Resolution - Approval of First Amendment
Request for Release of Property
First Amendment - Installment Sale

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 401/2026

Funds Requested: $ 645,691.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	324-SPLOST VIII	6210-PARKS AND LEISURE SERVICES	541100-LAND	$645,691.00

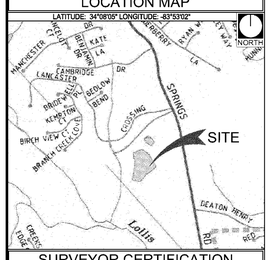
Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

LOCATION MAP



SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTION FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATION, SIGNATURE, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2683 LAND SURVEYOR DAVID E. SIMMONS

David E. Simmons JUNE 23, 2026

GEORGIA LAND SURVEYOR LICENSE NO. LS002754

THIS CERTIFICATION APPLIES TO SHEET 1 THRU SHEET 2.

LOLLIS CREEK CENTERLINE TABLE			
FROM	BEARING	DISTANCE	TO
LC1	N55°16'11"W	32.35'	LC2
LC2	N83°05'56"W	31.01'	LC3
LC3	S75°17'13"W	26.88'	LC4
LC4	N61°55'03"W	32.98'	LC5
LC5	N34°00'30"W	18.70'	LC6
LC6	N23°30'52"W	14.58'	LC7
LC7	N36°26'54"W	27.85'	LC8

STREAM CENTERLINE TABLE			
FROM	BEARING	DISTANCE	TO
LC8	N29°27'21"E	37.61'	S1
S1	N17°20'51"E	24.80'	S2
S2	N15°24'40"W	27.86'	S3
S3	N10°18'02"E	17.19'	S4
S4	N66°01'19"E	14.34'	S5
S5	S86°10'25"E	26.16'	S6
S6	S14°46'22"E	18.69'	S7
S7	S15°58'12"E	23.65'	S8
S8	S64°23'11"E	22.18'	S9
S9	N61°50'40"E	11.47'	S10
S10	N05°12'14"E	15.40'	S11
S11	N18°30'30"W	18.28'	S12
S12	N37°42'03"W	27.42'	S13
S13	N02°25'58"E	25.48'	S14
S14	N43°37'58"E	32.21'	S15
S15	N47°16'58"E	60.73'	S16
S16	N34°56'10"E	21.80'	S17
S17	N03°46'17"W	46.35'	S18
S18	N02°35'56"E	44.85'	S19
S19	N01°07'15"E	42.96'	S20
S20	N31°01'29"E	38.27'	S21
S21	N38°56'30"E	37.77'	S22
S22	N63°24'57"E	18.51'	S23
S23	N61°51'08"E	22.98'	S24
S24	N42°57'05"E	27.07'	S25
S25	N10°11'07"E	54.22'	S26
S26	N04°10'00"W	37.48'	S27
S27	N19°39'21"W	35.62'	S28
S28	N17°27'24"E	61.04'	S29
S29	N00°10'08"E	19.39'	S30
S30	N00°19'53"W	29.83'	S31
S31	N02°38'29"W	29.96'	S32
S32	N14°03'38"W	23.98'	S33
S33	N37°58'09"W	28.94'	S34
S34	N17°54'22"E	21.71'	S35
S35	N33°08'55"E	12.42'	S36
S36	N32°20'09"W	16.90'	S37
S37	N41°13'02"W	44.96'	S38
S38	S80°25'48"W	11.47'	S39
S39	N13°56'29"W	38.50'	S40
S40	N26°45'30"E	30.62'	S41
S41	N05°12'20"E	32.09'	S42
S42	N64°12'55"E	22.98'	S43
S43	S51°12'32"E	27.13'	S44
S44	S69°30'11"E	34.31'	S45
S45	N68°26'08"E	31.54'	S46
S46	N17°40'48"W	15.75'	S47
S47	N27°07'11"W	48.59'	S48
S48	N55°20'09"W	35.76'	S49
S49	N49°45'50"W	38.02'	S50
S50	N15°31'27"E	11.01'	S51
S51	N10°51'03"E	49.56'	S52
S52	N01°34'40"W	32.14'	S53
S53	N33°25'20"W	12.67'	S54
S54	N43°15'00"W	8.48'	S55
S55	N21°24'21"E	6.84'	S56
S56	N49°26'19"E	17.30'	S57
S57	N49°34'17"E	25.01'	S58
S58	S88°37'22"E	2.74'	S59
S59	N60°24'07"E	26.99'	S60
S60	N09°22'08"E	16.40'	S61
S61	N31°13'25"W	29.09'	S62
S62	N37°46'53"W	36.33'	S63
S63	N40°53'00"E	56.77'	S64
S64	N41°25'14"W	24.67'	S65
S65	N67°39'34"W	19.50'	S66
S66	S87°59'09"W	17.73'	S67
S67	S51°31'27"W	36.51'	S68
S68	N28°43'46"W	14.96'	S69
S69	N14°08'42"E	31.31'	S70
S70	N05°37'26"W	24.85'	S71
S71	N38°39'26"W	27.53'	S72
S72	N31°11'38"W	40.47'	S73
S73	N19°27'40"W	18.64'	S74
S74	N16°18'33"W	8.45'	S75
S75	N09°20'28"W	21.94'	S76
S76	N08°29'15"W	41.38'	S77

LINE/CURVE TABLE				
TAG	ARC DISTANCE	RADIUS	CHORD BEARING	CHORD DISTANCE
L1			S06°52'26"E	57.66'
L2			N67°21'01"E	20.64'
C3	107.75'	710.08'	N41°51'04"E	107.65'
C4	65.06'	110.00'	N63°08'28"E	64.12'
L5			N80°05'02"E	50.18'
C6	53.51'	190.03'	N72°01'03"E	53.33'
L7			N63°57'01"E	51.40'
C8	93.50'	960.12'	N66°44'24"E	93.46'

SANITARY EASEMENT TABLE		
TAG	BEARING	DISTANCE
E1	S59°05'14"W	20.11'
E2	N25°06'11"W	20.10'
E3	N18°22'16"W	170.22'
E4	N25°29'57"E	334.29'
E5	N15°02'36"E	311.92'
E6	N06°31'34"E	94.34'
E7	S38°46'30"E	28.14'
E8	S06°31'34"W	76.04'
E9	S15°02'36"W	315.24'
E10	S25°29'57"W	328.06'
E11	S18°22'16"E	160.99'
E12	S25°06'11"E	16.89'
AREA = 0.4197 ACRES OR 18,283 SQ FT		

LEGEND

ASPHALT PAVING	
CONCRETE PAVING	
ROCK OUTCROP	
PROPERTY LINE	℄
RIGHT-OF-WAY	R/W
STORMWATER PIPE	
FENCE LINE	—x—x—
HAND RAIL	
WOODED DRIP LINE	
HVAC UNIT	AC
BOLLARD	BOL
PROPERTY CORNER FOUND	IPF
PROPERTY CORNER SET - #5RB	IPS
PROPERTY CORNER - CALCULATED	△
SIGN	SIGN
POINT OF COMMENCEMENT	POC
POINT OF BEGINNING	POB

eFiled and eRecorded
DATE: 06/24/2026
TIME: 12:23 PM
PLAT BOOK: 889
PAGE: 365 - 366
FILING FEES: $20.00
RECORDED BY: MM
Mark Pettitt
Hall County, GA

GENERAL NOTES:

1. COLUMBIA ENGINEERING AND SERVICES, INC HAS BEEN ISSUED A CERTIFICATE OF AUTHORIZATION AS A LAND SURVEYOR FIRM, LICENSE NUMBER LSF000902, BY THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. THE PROJECT HORIZONTAL DATUM IS RELATIVE TO NAD 83(NSRS2011) NATIONAL READJUSTMENT, PROJECTED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ARE SHOWN IN DECIMAL US SURVEY FOOT UTILIZING A GRID-TO-GROUND COMBINED SCALE FACTOR OF 1.00013153.
3. A GPS SURVEY WAS PERFORMED TO ESTABLISH THE PROJECT SURVEY CONTROL USING TRIMBLE R12i MULTI-BAND RECEIVERS WITH THE REAL TIME KINEMATIC TRIMBLE VRS NOW™ SERVICE. MULTIPLE OBSERVATIONS AT A MINIMUM OF +4 HOUR INTERVALS WERE AVERAGED WITH THE HORIZONTAL DEVIATION BETWEEN THE INDIVIDUAL OBSERVATIONS AND THE AVERAGE OF THOSE OBSERVATIONS BEING WITHIN 0.06 FEET AND THE VERTICAL DEVIATION BEING WITHIN 0.05 FEET.
4. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS COLLECTED USING A TRIMBLE S7 2-SECOND ELECTRONIC TOTAL STATION AND HAS A CLOSURE PRECISION OF ONE FOOT IN 30,181 FEET, AND AN ANGULAR ERROR OF 0.3 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.
5. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE:
   - TRACT 1 IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 263,306 FEET.
   - TRACT 2 IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 513,900 FEET.
   - THE 20' TREATED WASTEWATER OUTFALL EASEMENT IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 391,931 FEET.
6. ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE SECTION 10.4.7).
7. IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE SECTION 6.5.4)
8. THIS PROPERTY OR A PORTION THEREOF IS LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP 13139C0294G, HALL COUNTY GEORGIA, DATED 12/01/2022.
9. THIS PROPERTY OR A PORTION THEREOF IS LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.
10. IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE SECTION 10.5.7)
11. ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE SECTION 12.40.
12. ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

MAGNOLIA BLUFF DRIVE
(50' RIGHT-OF-WAY)

POC

S12°38'56"E 306.00'

R/W MONUMENT N29°16'44"W 1.05' OF 1/2" REBAR

R/W MON. 1/2" REBAR

LANCASTER CROSSING
(50' RIGHT-OF-WAY)

S13°31'11"E 66.53'

S05°48'25"E 43.54'

S05°51'07"E 17.79'

S06°53'37"E 82.13'

TRACT 1 - POB 1/2" REBAR

HALL COUNTY PARCEL No.: 15042 000345
LANCASTER COMMUNITY ASSOCIATION, INC.
DB 8352, PG 1

HALL COUNTY PARCEL No.: 15042 000017
HALL COUNTY
DB 6243, PG 20

HALL COUNTY PARCEL No.: 15042 000142
HALL COUNTY
DB 7335, PG 122

HALL COUNTY PARCEL No.: 15042 000135
JOSHUA D. YOUNG
DB 8979, PG 630

HALL COUNTY PARCEL No.: 15042 000341
HALL COUNTY
DB 9150, PG 393

HALL COUNTY PARCEL No.: 15042 000343
GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY
DB 8111, PG 89

HALL COUNTY PARCEL No.: 15042 000017
GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY
DB 8476, PG 506

TRACT 1
AREA = 27.431 ACRES

HALL COUNTY PARCEL No.: 15042 000017
GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY
DB 8476, PG 506

TRACT 2
AREA = 21.528 ACRES

HALL COUNTY PARCEL No.: 15042 000017
HALL COUNTY
DB 6243, PG 20

SPOUT SPRINGS ROAD
(VARIABLE RIGHT-OF-WAY)

CENTERLINE OF SPOUT SPRINGS ROAD

POB - TRACT 2

1/2" REBAR

1" IRON ROD

N46°11'54"E 419.18'

N37°30'13"E 199.97'

N50°58'09"E CH=251.53
A=253.86' R=540.08'

S45°51'12"W 228.98'

S64°04'52"E 192.90'

S12°36'10"E 225.19'

S12°35'05"E 423.67'

S12°36'10"E 311.34'

S12°36'08"E 199.51'

S12°11'37"E 355.83'

S56°13'48"W 260.15'

S10°37'31"W 187.52'

S56°19'01"W 334.03'

S18°20'03"W 115.69'

S59°54'19"W 168.88'

N78°31'25"W 284.85'

S59°05'14"W 1003.03'

S78°39'08"W 532.79'

N77°23'52"E 25.00'

N17°40'48"W 15.75'

N38°46'30"W 179.28'

S59°05'14"W 125.23'

S59°05'14"W 15.96'

S59°05'14"W 89.16'

STORAGE TANKS IN CONTAINMENT VAULT

SEWAGE TREATMENT PLANT

BLOCK BLDG.

TANK

PARKING

BLDG.

EMERGENCY GENERATOR

SHED

~SEWAGE TREATMENT POND~

FRAME SHED

UG VAULT

10' GRAVEL ROAD

CHAIN LINK FENCE

TREATED WASTEWATER OUTFALL

20' TREATED WASTEWATER OUTFALL EASEMENT

TRANSFORMER

LIFT STATION AND GENERATOR

20'

40'

CENTERLINE OF STREAM IS PROPERTY LINE

CENTERLINE OF LOLLIS CREEK IS PROPERTY LINE

MITCHELL CREEK ℄

LOLLIS CREEK ℄

POB - EASEMENT

1/2" REBAR R/W

RECORDING PERMIT
BY Brittany Passmore
HALL COUNTY PLANNING COMMISSION
DATE: 6/23/2026

COUNTY ENGINEERS APPROVED Lisa Westmorland 6/23/2026 HALL COUNTY, GEORGIA

100 0 100 200
1" = 100'

© 2023, COLUMBIA ENGINEERING SERVICES

CIVIL ENGINEERS * LAND PLANNERS
LANDSCAPE ARCHITECTS * SURVEYORS

PROJECT NO.:	6412.03
FILE NAME:	6412.03SD
FIELD DATE:	06/11/2026
PLAT DATE:	06/23/2026
DRAWN BY:	BCS
SCALE:	1" = 100'
SHEET NO.:	1 OF 2

DRAWING TITLE

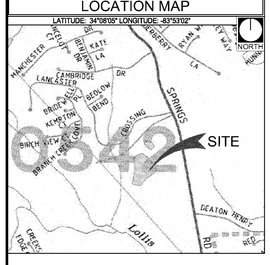
MINOR PLAT

SPOUT SPRINGS WASTEWATER FACILITY
6818 SPOUT SPRINGS ROAD
FRIENDSHIP G.M.D. 1491
HALL COUNTY, GEORGIA

DATE	REVISION

COLUMBIA ENGINEERING
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GEORGIA 30096
(770) 925-0357

LOCATION MAP



LEGEND

ASPHALT PAVING	
CONCRETE PAVING	
ROCK OUTCROP	
PROPERTY LINE	℄
RIGHT-OF-WAY	R/W
STORMWATER PIPE	
FENCE LINE	x x
HAND RAIL	
WOODED DRIP LINE	
HVAC UNIT	AC
BOLLARD	BOL
PROPERTY CORNER FOUND	IPF
PROPERTY CORNER SET - #5RB	IPS
PROPERTY CORNER - CALCULATED	
SIGN	SIGN
POINT OF COMMENCEMENT	POC
POINT OF BEGINNING	POB

eFiled and eRecorded
DATE: 06/24/2026
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Mark Pettitt
Hall County, GA

GRID NORTH

MAGNOLIA BLUFF DRIVE
(50' RIGHT-OF-WAY)

LANCASTER CROSSING
(50' RIGHT-OF-WAY)

SPOUT SPRINGS ROAD
(VARIABLE RIGHT-OF-WAY)

ZONE X
ZONE AE
ZONE X
ZONE AE
ZONE X
TRANSFORMER
ZONE AE
ZONE AE
REGULATORY FLOODWAY
ZONE X
ZONE X
ZONE AE
ZONE AE

100 0 100 200
1" = 100'

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CIVIL ENGINEERS * LAND PLANNERS
LANDSCAPE ARCHITECTS * SURVEYORS

PROJECT NO.:	6412.03
FILE NAME:	6412.03SD
FIELD DATE:	06/11/2026
PLAT DATE:	06/23/2026
DRAWN BY:	BCS
SCALE:	1" = 100'
SHEET NO.:	2 OF 2

DRAWING TITLE

FLOOD HAZARD AREA MAP

SPOUT SPRINGS WASTEWATER FACILITY
6818 SPOUT SPRINGS ROAD
FRIENDSHIP G.M.D. 1491
HALL COUNTY, GEORGIA

DATE	REVISION

COLUMBIA ENGINEERING
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GEORGIA 30096
(770) 925-0357

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

LIMITED WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this _____ day of _____, 2026, between **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality of the City of Gainesville and Hall County, Georgia (hereinafter called "GRANTOR"), and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "GRANTEE").

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ($10.00) Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE**,** forever, in **FEE SIMPLE;** provided, however, the said Grantor reserves a treated wastewater outfall easement over the property as set forth on Exhibit "A" hereto.

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 claiming under GRANTOR, except for the treated wastewater outfall easement.

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

IN WITNESS WHEREOF, the said GRANTOR has executed this deed under seal, the day and year above written.

Signed, sealed and delivered
in presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires: _____

(SEAL)

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

EXHIBIT "A"
(Description of Property)

All that tract or parcel of land lying and being in Friendship G.M.D. 1419, Hall County, Georgia, fronting on Spout Springs Road and consisting of 21.528 acres and denoted as Tract 2 as shown on a plat of survey dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, prepared by Columbia Engineering, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records. Said plat is hereby incorporated by reference for a more complete description of the property.

Said property is conveyed subject to the reservation by Grantor of a treated wastewater outfall easement 20 feet in width and running from the Southwestern boundary of the Grantor's property adjoining the above described property on the North and runs in a Southern direction across the Western end of the property described above, as more particularly shown on the above described plat. Said easement shall be a perpetual, exclusive easement that is appurtenant to Grantor's adjoining property. The easement shall provide Grantor the right to maintain, repair and use a wastewater line within the easement area and also shall provide Grantor a right of access across the above described property for Grantor to maintain and repair said wastewater line.

RESOLUTION OF HALL COUNTY

WHEREAS, the Gainesville and Hall County Development Authority (the "Issuer") heretofore issued its $9,940,000 Refunding Revenue Bonds (Hall County Facilities Project), Series 2020 (the "Series 2020 Bonds"); and

WHEREAS, the Series 2020 Bonds were issued pursuant to a Trust Indenture, dated as of March 1, 2020 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as Trustee, and subsequently Computershare Trust Company, National Association (the "Trustee") became the Successor Trustee under the Indenture in place of Wells Fargo Bank, National Association; and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Issuer and Hall County, Georgia (the "County") entered into an Installment Sale Agreement, dated as of March 1, 2020 (the "Agreement"), recorded in Deed Book 8476, pages 512-549, Hall County Deed Records; and

WHEREAS, the Projects (as defined in the Agreement) consist of a public safety facility of the County occupied by the Georgia State Patrol and the sewage treatment facility of the County, each of which is more particularly described on Exhibit "A" attached to the Agreement (said sewage treatment facility being hereinafter referred to as the "Sewage Treatment Facility"); and

WHEREAS, the Issuer and the County desire to release from the property comprising the Sewage Treatment Facility a 21.528-acre tract of unimproved real property (the "Released Property"), which Released Property is more particularly described as Tract 2 on that certain plat dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records; and

WHEREAS, Section 7.7 of the Agreement provides that the Agreement may be amended at any time and from time to time "for the purpose of affecting the release of and removal from this Agreement of (i) any unimproved part of the real estate comprising part of either Project (on which no State Patrol Post building, sewer treatment facility building, or other building or equipment owned by Issuer and essential to the continued operation of the applicable Project is situated;" and

WHEREAS, Section 13.01 of the Indenture provides that the Trustee may consent to any amendment to the Agreement without the consent of or notice to the Bondholders provided such amendment is permitted by the provisions of the Agreement; and

WHEREAS, the Issuer and the County wish to amend the Agreement to reflect the removal of the Released Property from the real property comprising the Sewage Treatment Facility; and

WHEREAS, the Issuer and the County have determined that this Amendment is permitted under the terms of the Agreement and the Indenture;

NOW, THEREFORE, be it and it is hereby resolved by the Board of Commissioners of Hall County as follows:

1. The County hereby approves the amendment of the Agreement upon the terms of the First Amendment to Installment Sale Agreement attached hereto as **Exhibit "A,"** and by reference made a part hereof.

2. The Issuer is hereby requested to prepare, execute, and deliver all documents and certificates deemed necessary or desirable in order to carry out and comply with the terms and provisions of this Resolution.

3. The Chairman of the Board of Commissioners, and any other officer of the Board of Commissioners, are hereby authorized to execute and deliver on behalf of Hall County the First Amendment to Installment Sale Agreement, substantially in the form attached hereto as **Exhibit "A,"** subject to such minor changes, insertions and omissions as may be approved by the Chairman of the Board of Commissioners, and the execution of the First Amendment to Installment Sale Agreement by said Chairman as hereby authorized shall be conclusive evidence of any such approval.

4. The proper officers and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said First Amendment to Installment Sale Agreement and said officers are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary to carry out and comply with the provisions of this resolution.

5. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

6. Except as specifically amended as provided herein, the Agreement is in all other respects ratified and affirmed.

7. This Resolution shall be effective immediately upon its adoption.

Adopted this 9th day of July, 2026.

HALL COUNTY, GEORGIA

By:_____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

(SEAL)

CLERK'S CERTIFICATE

I, Jennifer Rivera, DO HEREBY CERTIFY that I am the Commission Clerk for the Board of Commissioners of Hall County, Georgia. As such, I keep its official records, and in that capacity, do hereby certify that the foregoing constitutes a true and correct copy of a resolution duly adopted by the Board of Commissioners of Hall County, that the original of said resolution appears of record in the meeting file of July 9. 2026, which is in my custody and control, and that same has not been amended or repealed.

Given under my hand and the seal of Hall County, Georgia, this the 9th day of July, 2026.

_____

Jennifer Rivera, Clerk of the
Hall County Commission

(SEAL)

REQUEST FOR RELEASE OF PROPERTY

Gainesville and Hall County
Development Authority
P. O. Box 3280
Gainesville, GA 30503

RE: Installment Sale Agreement (the "Agreement"), dated as of March 1, 2020, between Gainesville and Hall County Development Authority (the "Authority") and Hall County, Georgia (the "County").

Dear Sirs:

Pursuant to Section 7.7 of the Agreement, the County hereby requests that the Agreement be amended in order to release and remove from the Agreement the property (the "Released Property") described on Exhibit "A" attached hereto.

The County hereby certifies to the Authority that the Released Property is unimproved real estate comprising part of the 2013 Project (as defined in the Agreement) on which no sewage treatment facility building, improvement or equipment owned by the Authority and essential to the continued operation of the 2013 Project is situated.

This 9th day of July, 2026.

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Return to: Treadwell Syfan
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, GA 30503

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (this "Amendment"), by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate duly organized and existing under the laws of the State of Georgia (the "Issuer"), and **HALL COUNTY, GEORGIA,** a political subdivision of the State of Georgia (the "County").

RECITALS

WHEREAS, the Issuer heretofore issued its $9,940,000 Refunding Revenue Bonds (Hall County Facilities Project), Series 2020 (the "Series 2020 Bonds"); and

WHEREAS, the Series 2020 Bonds were issued pursuant to a Trust Indenture, dated as of March 1, 2020 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as Trustee, and subsequently Computershare Trust Company, National Association (the "Trustee") became the Successor Trustee under the Indenture in place of Wells Fargo Bank, National Association; and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Issuer and the County entered into an Installment Sale Agreement, dated as of March 1, 2020 (the "Agreement"), recorded in Deed Book 8476, pages 512-549, Hall County Deed Records; and

WHEREAS, the Projects (as defined in the Agreement) consist of a public safety facility of the County occupied by the Georgia State Patrol and the sewage treatment facility of the County, each of which is more particularly described on Exhibit "A" attached to the Agreement (said sewage treatment facility being hereinafter referred to as the "Sewage Treatment Facility"); and

WHEREAS, the Issuer and the County desire to release from the property comprising the Sewage Treatment Facility a 21.528-acre tract of unimproved real property (the "Released Property"), which Released Property is more particularly described as Tract 2 on that certain plat dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records, and which Released Property shall be

subject to the reservation by the Issuer of a treated wastewater outfall easement as shown on said plat; and

WHEREAS, Section 7.7 of the Agreement provides that the Agreement may be amended at any time and from time to time "for the purpose of affecting the release of and removal from this Agreement of (i) any unimproved part of the real estate comprising part of either Project (on which no State Patrol Post building, sewer treatment facility building, or other building or equipment owned by Issuer and essential to the continued operation of the applicable Project is situated);" and

WHEREAS, Section 13.01 of the Indenture provides that the Trustee may consent to any amendment to the Agreement without the consent of or notice to the Bondholders provided such amendment is permitted by the provisions of the Agreement; and

WHEREAS, the Issuer and the County wish to amend the Agreement to reflect the removal of the Released Property from the real property comprising the Sewage Treatment Facility; and

WHEREAS, the Issuer and the County have determined that this Amendment is permitted under the terms of the Agreement and the Indenture;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Amendment, the Issuer and the County covenant and agree as follows:

1.

All capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

2.

The Description of the Projects attached to the Agreement as Exhibit "A" is hereby amended by deleting therefrom the paragraph entitled "The Series 2013 Project" and substituting in lieu thereof the following:

The Series 2013 Project

All land, improvements, equipment, sewer lines, and pump stations comprising the sewage treatment facility of Hall County described as follows:

27.431 acres of land located on Spout Springs Road in Hall County, Georgia, more particularly described on **Exhibit A-2** attached hereto, a wastewater treatment plant thereon, approximately 17,500 feet of sewer line (including a force main pump station and pump station site described on **Exhibit A-2** attached

hereto, and other pump stations and other pump station sites described on **Exhibit A-2** attached hereto) constituting the collection system for the wastewater treatment plant, approximately 9,000 feet of reuse water distribution line to be used in connection therewith and a reuse water production and distribution facility at the wastewater treatment plant. The Projects includes certain improvements to the reuse water production and distribution facility at the wastewater treatment plant, certain improvements to various pump stations which are part of the collection system for the wastewater treatment plant, and certain odor-controlling facilities at the wastewater treatment plant, all of which improvements and facilities the acquisition, equipping and construction of which was refinanced with proceeds of the Series 2013 Bonds.

2.

The Released Property is hereby removed from the property designated as Tract One on Exhibit A-2 of the Agreement. From and after the date of this Amendment, the Released Property shall no longer be considered a part of the Projects or the 2013 Project for any purpose under the Agreement and the Indenture.

3.

The legal description of the property designated as Tract One on Exhibit A-2 of the Agreement is hereby deleted in its entirety, and the legal description attached hereto as **Exhibit A-2 (Tract One)** and by reference made a part hereof is substituted in its stead.

4.

The Trustee is executing this Amendment to evidence its consent to this Amendment.

5.

The Agreement shall remain in full force and effect, except as specifically amended by this Amendment.

6.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

7.

This Amendment shall be governed by and construed in accordance with the laws of the State.

8.

This Amendment is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Issuer and the County have caused this Amendment to be executed under seal by their duly authorized officers, as of _____, 2026.

AS TO THE ISSUER:

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(AUTHORITY SEAL)

[signatures continued on next page]

AS TO THE COUNTY:

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

(COUNTY SEAL)

CONSENT OF TRUSTEE

The foregoing Amendment is consented to by the Trustee, as of the _____ day of _____, 2026.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee
under the Indenture of Trust dated
as of March 1, 2020

By:_____
Name:_____
Title:_____

Exhibit A-2

(Tract One)

All that tract or parcel of land lying and being in Friendship G.M.D. 1419, Hall County, Georgia, fronting on Spout Springs Road and consisting of 27.431 acres and denoted as Tract 1 as shown on a plat of survey dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, prepared by Columbia Engineering, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records. Said plat is hereby incorporated by reference for a more complete description of the property.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 425/2026

SUBJECT: Approval and authorization for the Chairman to execute a Request for Transfer of Property that will terminate an Intergovernmental Agreement between Hall County, Georgia and the Gainesville and Hall County Development Authority and deed back a portion of unimproved property to Hall County, Georgia for the purposes of constructing a future park in South Hall along Spout Springs Road, subject to review and approval of the County Attorney.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: TS

Recommendation:
Approve

Purpose of Request:
Approval and authorization for the Chairman to execute a Request for Transfer of Property that will terminate an Intergovernmental Agreement between Hall County, Georgia and the Gainesville and Hall County Development Authority and deed back a portion of unimproved property to Hall County, Georgia for the purposes of constructing a future park in South Hall along Spout Springs Road, subject to review and approval of the County Attorney.

History:

Facts and Issues:

Options:

In May 2018, the Gainesville and Hall County Development Authority and Hall County, Georgia executed an IGA that authorized the Development Authority to market and potentially sell a portion of property adjacent to the Spout Springs Water Reclamation Facility that was part of the original financing agreement for constructing the Spout Springs Water Reclamation Facility.

This property was never sold, and now will be used as part of the future South Hall Park. To formally document the termination of the IGA, and transfer the property back to Hall County for future construction, this request for transfer of property needs to be executed.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-07-09

Approvals:

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

Attachments:

Request for Transfer Packet for Execution

REQUEST FOR TRANSFER OF PROPERTY

Gainesville and Hall County
Development Authority
P. O. Box 3280
Gainesville, GA 30503

RE: Intergovernmental Agreement (the "Agreement"), dated as of May 24, 2018, between Gainesville and Hall County Development Authority (the "Authority") and Hall County, Georgia (the "County").

Dear Sirs:

The County hereby terminates the Agreement and requests that the Authority deed to the County the property described on Exhibit "A" attached hereto, which property has been held by the Authority pursuant to the Agreement.

As of the _____ day of July, 2026.

HALL COUNTY, GEORGIA

By: _____
David Gibbs

Title: _____
Chairman, Board of Commissioners

eFiled and eRecorded
DATE: 06/23/2026
TIME: 12:57 PM
DEED BOOK: 9880
PAGE: 120 - 125
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PT61: 069-2026-004491
RECORDED BY: CH
CLERK: Mark Pettitt
Hall County, GA

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

LIMITED WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 22nd day of June, 2026, between **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality of the City of Gainesville and Hall County, Georgia (hereinafter called "GRANTOR"), and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "GRANTEE").

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ($10.00) Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described on **Exhibit "A"** attached hereto and incorporated herein by reference.

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said GRANTEE against the claims of all persons claiming under GRANTOR.

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

IN WITNESS WHEREOF, the said GRANTOR has executed this deed under seal, the day and year above written.

Signed, sealed and delivered
in presence of:

Unofficial Witness

Notary Public
My Commission Expires: 10-5-2029

(SEAL)

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

EXHIBIT "A"

All that tract or parcel of land lying and being in Friendship G.M.D. 1419 of Hall County, Georgia, and containing 36.443 acres described on a plat of survey prepared for Hall County Board of Commissioners by Moreland Altobelli Associates, Inc., registered surveyors, dated June 25, 2018, and being more particularly described according to said plat as follows:

COMMENCING at an iron pin found (1/2" rebar) on the southwesterly right-of-way of Spout Springs Road having a variable right-of-way width, said point having a Georgia West Zone State Plane Coordinate of N: 1505354.88 and E: 2382583.82; thence, South 52 degrees 08 minutes 41 seconds West for a distance of 1402.03 feet to a point at the end of an arch culvert and the centerline of an unnamed creek, said point being the POINT OF BEGINNING.

Thence, proceed along said creek centerline for the following seventy-three (73) courses; South 18 degrees 45 minutes 25 seconds East for a distance of 124.34 feet to a point; thence South 20 degrees 57 minutes 14 seconds East for a distance of 52.17 feet to a point; thence South 11 degrees 46 minutes 45 seconds West for a distance of 29.23 feet to a point; thence South 22 degrees 36 minutes 54 seconds East for a distance of 17.33 feet to a point; thence North 51 degrees 10 minutes 02 seconds East for a distance of 32.53 feet to a point; thence South 81 degrees 37 minutes 34 seconds East for a distance of 34.54 feet to a point; thence South 43 degrees 11 minutes 39 seconds East for a distance of 34.18 feet to a point; thence South 67 degrees 30 minutes 54 seconds West for a distance of 14.20 feet to a point; thence South 43 degrees 39 minutes 25 seconds West for a distance of 29.94 feet to a point; thence South 18 degrees 52 minutes 47 seconds West for a distance of 12.32 feet to a point; thence South 32 degrees 58 minutes 16 seconds East for a distance of 34.93 feet to a point; thence South 55 degrees 58 minutes 24 seconds East for a distance of 14.57 feet to a point; thence South 20 degrees 20 minutes 04 seconds East for a distance of 14.31 feet to a point; thence South 11 degrees 52 minutes 41 seconds West for a distance of 15.59 feet to a point; thence South 49 degrees 35 minutes 09 seconds West for a distance of 15.52 feet to a point; thence South 57 degrees 27 minutes 59 seconds West for a distance of 49.27 feet to a point; thence South 24 degrees 21 minutes 28 seconds West for a distance of 13.34 feet to a point; thence South 26 degrees 56 minutes 58 seconds East for a distance of 27.32 feet to a point; thence South 05 degrees 29 minutes 14 seconds West for a distance of 21.44 feet to a point; thence South 09 degrees 04 minutes 26 seconds West for a distance of 50.11 feet to a point; thence South 24 degrees 28 minutes 04 seconds West for a distance of 8.28 feet to a point; thence South 31 degrees 24 minutes 15 seconds East for a distance of 10.20 feet to a point; thence South 51 degrees 18 minutes 56 seconds East for a distance of 62.15 feet to a point; thence South 29 degrees 38 minutes 18 seconds East for a distance of 36.10 feet to a point; thence South 27 degrees 30 minutes 57 seconds East for a distance of 24.19 feet to a point; thence South 02 degrees 04 minutes 40 seconds West for a distance of 4.04 feet to a point; thence South 64 degrees 04 minutes 59 seconds West for a distance of 28.08 feet to a point; thence North 82 degrees 42 minutes 13 seconds West for a distance of 32.85 feet to a point; thence North 48 degrees 06 minutes 17 seconds West for a distance of 31.63 feet to a point; thence North 59 degrees 31 minutes 18 seconds West for a distance of 8.45 feet to a point; thence South 55 degrees 56 minutes 23 seconds West for a distance of 6.36 feet to a point; thence South 22 degrees 48 minutes 34 seconds West for a distance of 18.14 feet to a point; thence South 02 degrees 12 minutes 44 seconds West for a distance of 11.47 feet to a point; thence South 35 degrees 56 minutes 53 seconds West for a distance of 21.81 feet to a point; thence South 00

degrees 06 minutes 16 seconds East for a distance of 45.93 feet to a point; thence South 20 degrees 04 minutes 06 seconds East for a distance of 17.44 feet to a point; thence North 80 degrees 29 minutes 43 seconds East for a distance of 17.06 feet to a point; thence South 32 degrees 29 minutes 49 seconds East for a distance of 57.08 feet to a point; thence South 27 degrees 04 minutes 05 seconds West for a distance of 12.37 feet to a point; thence South 34 degrees 49 minutes 26 seconds West for a distance of 13.65 feet to a point; thence South 30 degrees 46 minutes 51 seconds East for a distance of 35.23 feet to a point; thence South 34 degrees 03 minutes 06 seconds East for a distance of 11.66 feet to a point; thence South 35 degrees 28 minutes 48 seconds East for a distance of 9.63 feet to a point; thence South 23 degrees 04 minutes 27 seconds West for a distance of 14.31 feet to a point; thence South 02 degrees 59 minutes 22 seconds East for a distance of 22.20 feet to a point; thence South 02 degrees 46 minutes 45 seconds East for a distance of 66.21 feet to a point; thence South 41 degrees 02 minutes 36 seconds West for a distance of 18.55 feet to a point; thence South 27 degrees 39 minutes 03 seconds West for a distance of 20.37 feet to a point; thence South 12 degrees 53 minutes 36 seconds East for a distance of 22.87 feet to a point; thence South 18 degrees 24 minutes 37 seconds East for a distance of 30.01 feet to a point; thence South 00 degrees 02 minutes 41 seconds West for a distance of 45.01 feet to a point; thence South 20 degrees 20 minutes 38 seconds West for a distance of 42.91 feet to a point; thence South 49 degrees 12 minutes 37 seconds West for a distance of 41.55 feet to a point; thence South 43 degrees 37 minutes 36 seconds West for a distance of 72.08 feet to a point; thence South 17 degrees 41 minutes 50 seconds West for a distance of 41.63 feet to a point; thence South 00 degrees 09 minutes 50 seconds West for a distance of 62.03 feet to a point; thence South 04 degrees 06 minutes 24 seconds East for a distance of 39.70 feet to a point; thence South 23 degrees 45 minutes 38 seconds West for a distance of 26.39 feet to a point; thence South 41 degrees 10 minutes 54 seconds West for a distance of 44.55 feet to a point; thence South 46 degrees 20 minutes 02 seconds West for a distance of 51.20 feet to a point; thence South 08 degrees 22 minutes 35 seconds East for a distance of 38.36 feet to a point; thence South 21 degrees 04 minutes 54 seconds East for a distance of 34.35 feet to a point; thence South 44 degrees 14 minutes 09 seconds West for a distance of 13.89 feet to a point; thence North 89 degrees 32 minutes 10 seconds West for a distance of 14.57 feet to a point; thence North 22 degrees 02 minutes 39 seconds West for a distance of 31.25 feet to a point; thence North 38 degrees 34 minutes 10 seconds West for a distance of 16.98 feet to a point; thence North 87 degrees 40 minutes 27 seconds West for a distance of 23.14 feet to a point; thence South 48 degrees 37 minutes 23 seconds West for a distance of 13.54 feet to a point; thence South 04 degrees 21 minutes 48 seconds West for a distance of 8.01 feet to a point; thence South 09 degrees 15 minutes 54 seconds East for a distance of 20.37 feet to a point; thence South 18 degrees 34 minutes 16 seconds West for a distance of 46.34 feet to a point; thence South 23 degrees 08 minutes 08 seconds West for a distance of 14.71 feet to a point; thence South 07 degrees 27 minutes 43 seconds West for a distance of 17.41 feet to a point in the centerline of Lollis Creek; thence proceed along the centerline of said Lollis Creek the following fifty (50) courses; North 41 degrees 17 minutes 29 seconds West for a distance of 19.09 feet to a point; thence North 50 degrees 49 minutes 51 seconds West for a distance of 63.41 feet to a point; thence North 45 degrees 58 minutes 25 seconds West for a distance of 54.05 feet to a point; thence North 56 degrees 11 minutes 09 seconds West for a distance of 51.50 feet to a point; thence North 54 degrees 38 minutes 39 seconds West for a distance of 50.77 feet to a point; thence North 75 degrees 02 minutes 45 seconds West for a distance of 40.91 feet to a point; thence South 89 degrees 15 minutes 43 seconds West for a distance of 23.55 feet to a point; thence South 63 degrees 39 minutes 59 seconds West for a distance of 64.24 feet to a point;

thence South 74 degrees 13 minutes 00 seconds West for a distance of 19.93 feet to a point; thence South 83 degrees 24 minutes 18 seconds West for a distance of 36.28 feet to a point; thence North 49 degrees 14 minutes 05 seconds West for a distance of 72.38 feet to a point; thence North 37 degrees 26 minutes 08 seconds West for a distance of 37.74 feet to a point; thence North 59 degrees 57 minutes 14 seconds West for a distance of 26.61 feet to a point; thence North 79 degrees 29 minutes 54 seconds West for a distance of 66.02 feet to a point; thence North 68 degrees 44 minutes 16 seconds West for a distance of 31.85 feet to a point; thence North 67 degrees 32 minutes 27 seconds West for a distance of 46.08 feet to a point; thence North 59 degrees 59 minutes 01 second West for a distance of 63.35 feet to a point; thence North 13 degrees 26 minutes 41 seconds East for a distance of 28.39 feet to a point; thence North 23 degrees 01 minute 54 seconds West for a distance of 17.10 feet to a point; thence North 58 degrees 31 minutes 12 seconds West for a distance of 32.62 feet to a point; thence North 64 degrees 39 minutes 22 seconds West for a distance of 30.03 feet to a point; thence North 24 degrees 29 minutes 19 seconds West for a distance of 34.00 feet to a point; thence North 22 degrees 17 minutes 46 seconds West for a distance of 36.70 feet to a point; thence North 23 degrees 54 minutes 16 seconds West for a distance of 43.38 feet to a point; thence North 30 degrees 34 minutes 29 seconds West for a distance of 51.48 feet to a point; thence North 26 degrees 19 minutes 26 seconds West for a distance of 39.09 feet to a point; thence North 14 degrees 32 minutes 11 seconds West for a distance of 41.11 feet to a point; thence North 57 degrees 51 minutes 24 seconds West for a distance of 46.33 feet to a point; thence North 51 degrees 23 minutes 43 seconds West for a distance of 25.45 feet to a point; thence North 46 degrees 02 minutes 03 seconds West for a distance of 27.55 feet to a point; thence North 02 degrees 19 minutes 35 seconds East for a distance of 11.10 feet to a point; thence North 28 degrees 52 minutes 56 seconds East for a distance of 53.11 feet to a point; thence North 41 degrees 09 minutes 26 seconds West for a distance of 23.01 feet to a point; thence North 30 degrees 40 minutes 44 seconds West for a distance of 55.48 feet to a point; thence North 24 degrees 04 minutes 20 seconds West for a distance of 19.58 feet to a point; thence North 64 degrees 41 minutes 32 seconds West for a distance of 32.35 feet to a point; thence North 44 degrees 50 minutes 30 seconds West for a distance of 26.74 feet to a point; thence North 03 degrees 53 minutes 51 seconds East for a distance of 35.69 feet to a point; thence North 00 degrees 17 minutes 48 seconds East for a distance of 18.42 feet to a point; thence North 23 degrees 48 minutes 23 seconds West for a distance of 15.07 feet to a point; thence North 66 degrees 07 minutes 02 seconds West for a distance of 21.69 feet to a point; thence North 76 degrees 05 minutes 03 seconds West for a distance of 31.02 feet to a point; thence North 39 degrees 12 minutes 35 seconds West for a distance of 32.13 feet to a point; thence North 30 degrees 10 minutes 34 seconds West for a distance of 39.27 feet to a point; thence North 34 degrees 50 minutes 45 seconds West for a distance of 40.44 feet to a point; thence North 15 degrees 42 minutes 45 seconds West for a distance of 22.35 feet to a point; thence North 20 degrees 00 minutes 07 seconds West for a distance of 70.38 feet to a point; thence North 61 degrees 56 minutes 04 seconds West for a distance of 32.46 feet to a point; thence North 42 degrees 38 minutes 20 seconds West for a distance of 44.62 feet to a point; thence North 32 degrees 11 minutes 03 seconds West for a distance of 39.85 feet to a point on the southeast property line of a tract conveyed to CMH Parks, Inc. by Limited Warranty Deed recorded at Deed Book 7850, Page 152; thence following the property of said CMH Parks, Inc. for the following ten (10) courses; North 44 degrees 03 minutes 58 seconds East for a distance of 948.93 feet to an iron pin found (1/2" rebar); thence South 44 degrees 38 minutes 02 seconds East for a distance of 37.14 feet to a point; thence along a curve to the right having a radius of 210.00 feet and an arc length of 122.09 feet, said arc being subtended by a chord with a bearing

of South 27 degrees 58 minutes 44 seconds East and a length of 120.37 feet, to a point; thence South 11 degrees 19 minutes 27 seconds East for a distance of 59.13 feet to a point; thence along a curve to the left having a radius of 1040.00 feet and an arc length of 77.28 feet, said arc being subtended by a chord with a bearing of South 13 degrees 27 minutes 10 seconds East and a length of 77.26 feet, to a point; thence South 15 degrees 37 minutes 07 seconds East for a distance of 108.94 feet to a point; thence along a curve to the right having a radius of 487.77 feet and an arc length of 90.28 feet, said arc being subtended by a chord with a bearing of South 11 degrees 32 minutes 20 seconds East and a length of 90.16 feet, to an iron pin found (1/2" rebar); thence North 81 degrees 36 minutes 55 seconds East for a distance of 183.36 feet to a point; thence along a curve to the left having a radius of 940.00 feet and an arc length of 234.48 feet, said arc being subtended by a chord with a bearing of North 74 degrees 28 minutes 09 seconds East and a length of 233.87 feet, to a point; thence North 67 degrees 19 minutes 24 seconds East for a distance of 128.21 feet to a point and the POINT OF BEGINNING.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made as of this 24th day of May, 2018, by and between **HALL COUNTY, GEORGIA** ("County") and the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** ("Authority").

WHEREAS, County has agreed to convey to Authority that certain property described on Exhibit "A" hereto (the "Commercial Site");

WHEREAS, County and Authority wish to provide for the terms under which the Authority will develop and market the Commercial Site;

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

1. County agrees to convey the Commercial Site to Authority within 30 days from the date hereof.

2. County warrants and represents to Authority:

   (a) County has the right, power and authority to enter into this Intergovernmental Agreement and to convey the Commercial Site in accordance with the terms and conditions hereof.

   (b) County has good, marketable and insurable fee simple record title to the Commercial Site.

3. Authority shall diligently market the Commercial Site using Authority's economic development personnel.

4. Authority shall periodically, and also upon request, provide County with reports regarding marketing and sale of the Commercial Site, and financial accounting of expenditures and revenues related to the Commercial Site.

5. Authority agrees to pay to County the net proceeds from the sale of the Commercial Site upon its sale.

6. This agreement shall be enforceable against and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, County and Authority have executed this Agreement the day and year first above written.

HALL COUNTY, GEORGIA

By:_____
Chairman, Board of Commissioners

Attest:_____
County Clerk

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

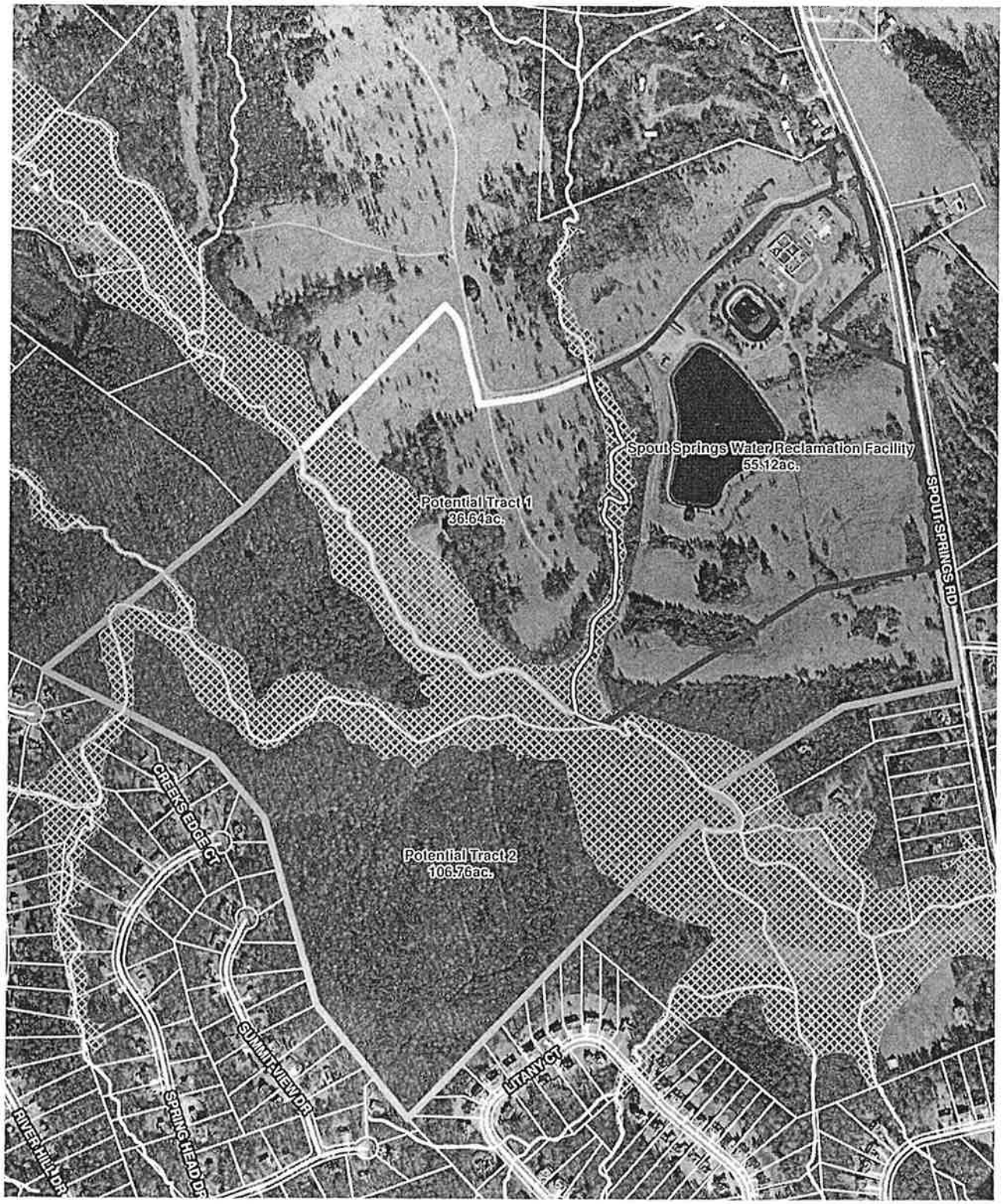
By:_____
Chairman

Attest:_____
Secretary

773268-1

EXHIBIT "A"

Map 1-5: Aerial Map of Subject Tract-1 And Tract-2, and the Adjacent County Water Reclamation Facility



Tracts 1 and 2 constitute the "Commercial Site."

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 340/2026

SUBJECT: Approve the renewal of annual contract for IFB# 021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to ProFire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $90,000.00.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for IFB# 021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to ProFire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $90,000.00.

History:

ProFire and Tactical, LLC and Ten-8 Fire & Safety are both reliable vendors and are both in good standing with the County.

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

This contract allows Fire Rescue to purchase the necessary boots, gloves, helmets and hoods needed for firefighters' saftey.

Both vendors are requesting price increases for FY 2027 on various ietms. The average of increase in pricing between the two vendors will be eleven percent (11%). Fire Rescue has reviewed and approved of the increases.

Options:

Funding Requested	$ 90,000.00
Are funds within current budget?	Yes
Source of Funds	Fire Services Fund

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

Approvals:

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

Attachments:

Financial Supplement
Signature Request Cover Sheet
Contracts
ProFire Requested Price Increases
Ten-8 Requested Price Increases

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 340/2026

Funds Requested: $ 90,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	$90,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 15, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 021-45-2

Bid/Contract Name: Firefighting Boots, Gloves, and Hoods Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: ProFire and Tactical and Ten-8 Fire & Safety

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $57,324

☒ Price Increase Requested Average Increase Percentage: 11%

☐ Project/Service Contract FY 27 Estimated Amount:$0

☒ Product Contract Estimated Amount: $90,000

Comment:

Year three (3) of a possible five (5) year contract.
ProFire and Tactical and Ten-8 Fire & Safety are both reliable vendors and are both in good standing with the County. Both vendors have requested price increases of various items with an eleven percent (11%) average increase between them for FY 2027. Fire Rescue has reviewed and approved of these increases.
The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 30, 2026

ProFire and Tactical, LLC
6478 Purnam Ford Dr.
Suite 216
Woodstock, GA 30189
Attn: Jeff Adamek
jeffadamek@profireandtactical.com

RE: IFB #021-45-2, Firefighting Boots, Gloves and Hoods Annual Contract Fiscal Year: 2027 Renewal

Dear Jeff,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #021-45.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #021-45-5

Contract Renewal #2

Firefighting Boots, Gloves and Hoods Annual Contract

April 20, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #021-45, Firefighting Boots, Gloves and Hoods Annual Contract dated June 13, 2024; and

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

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

ProFire and Tactical LLC

By: _____

Print Name: _Jeff Adamek_____

Title: _____COO_____

Date: ____4-30-2026_____

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

22 Day of June, 2026

Notary Public: _____

Notary commission expires: 9/19/28

ALLISON MCNATT NOTARY PUBLIC JACKSON COUNTY EXPIRES GEORGIA 9/19/2028

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #021-45-2

Attachment A

Firefighting Boots, Cloves and Hoods Annual Contract April 20, 2026

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

Item #1 Innotex Grey 25 Hood- Price increase to $119.00 each

Item #3 Black Diamond X2 boot- Model # changed to 277025 to meet new NFPA Specs- Price increase to $385.00 per pair

Item #8 Vanguard MK-1 Ultra Glove- Model # changed to MK-2 Ultra to meet new NFPA Specs- Price increase to $120.00 per pair

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

May 7, 2026

Ten-8 Fire and Safety, LLC
2950 59th Dr. S.
Bradenton, FL 34203
Attn: Cory Pike
cpike@ten8fire.com

RE: IFB #021-45-2, Firefighting Boots, Gloves and Hoods Annual Contract Fiscal Year: 2027 Renewal

Dear Cory,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #021-45.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #021-45-5

Contract Renewal #2

Firefighting Boots, Gloves and Hoods Annual Contract

April 20, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #021-45, Firefighting Boots, Gloves and Hoods Annual Contract dated June 13, 2024; and

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

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Ten-8 Fire and Safety, LLC

By: _____

Print Name: Cory Pike

Title: Inside Equipment Sales Manager

Date: 5/7/2026

Sworn to and subscribed before me this

7th Day of May, 2026

Notary Public: Bryce Snyder

Notary commission expires: Aug 21, 2028

BRYCE SNYDER
Notary Public - State of Florida
Commission # HH 585533
My Comm. Expires Aug 21, 2028
Bonded through National Notary Assn.

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

	INVITATION FOR BID # 021-45 FIREFIGHTING EQUIPMENT ANNUAL CONTRAC	Ten-8 Fire and Safety, LLC Bradenton, FL	
Item Number	Description	PRICE	2026-2027
1	Hoods - Innotex Gray 25 Particulate Blocking	$107.78	No longer a dealer
2	Boots - GLOBE FootGEar Structural Shadow XF	$530.12	$565.00
3	Boots - Black Diamond X2 Leather Structure Fire Boots	NO BID	NO BID
Amendment #002	Boots - Globe Supreme NFPA 14" Pull- On Boot - ADDED 5/6/2026	$535.00	$575.00
4	Cairns 1010 Helmet: 6" silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	$380.00	Discountied by the manufacutre the replacement is the 1836 on this contract.
5	Cairns 1036 Helmet - 6" silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	$380.00	$425.00
6	Helmet front: helmet front to Contain 6" leather front with sewn-on numbers to fit Cairns 1010 and 1836. Please state warrant on materials and labor. A copy of warranty MUST accompany bid.	$58.91	$65.00
7	Helmet Repair Parts: Repair parts for Items 4 & 5 Cairns Model 1010 and 1836 helmet. Please state warranty on material and labor. A copy of warranty MUST accompany bid.	35 %OFF LIST Request for clarificaiton is included as separate pricing for each part.	35 %OFF LIST Request for clarificaiton is included as separate pricing for each part.
8	Gloves: Vanguard Safety Wear MK1 Ultra Structural Fire Glove. No exception.	$121.99	$132.00
9	Gloves: HexArmor FireArmor SR-X-8180 structural firefighting glove	$73.30	$87.00

	IFB #021-45 Firefighting Boots, Gloves and Hoods Annual Contract	ProFire and Tactical, LLC		
		FY26 PRICING	Requested FY27 Price Revisions	
Item No.	ITEM DESCRIPTION	PRICE	PRICE	% of CHANGE
1	Hoods - Innotex Gray 25 Particulate Blocking	$108.50	$119.00	10%
2	Boots - GLOBE FootGEar Structural Shadow XF	NO BID		
3	Boots - Black Diamond X2 Leather Structure Fire Boots - FY 2027 Changed Model to meet new NFPA Specs	$317.24	$385.00	21%
Amendment #002	Boots - Globe Supreme NFPA 14" Pull- On Boot - ADDED 5/6/2026	NO BID		
4	Cairns 1010 Helmet: 6” silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	NO BID		
5	Cairns 1036 Helmet - 6” silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	NO BID		
6	Helmet front: helmet front to Contain 6” leather front with sewn-on numbers to fit Cairns 1010 and 1836. Please state warrant on materials and labor. A copy of warranty MUST accompany bid.	NO BID		
7	Helmet Repair Parts: Repair parts for Items 4 & 5 Cairns Model 1010 and 1836 helmet. Please state warranty on material and labor. A copy of warranty MUST accompany bid.	NO BID		
8	Gloves: Vanguard Safety Wear MK1 Ultra Structural Fire Glove. No exception. FY 2027 Changed Model # to meet NFPA Specs	$113.50	$120.00	6%
9	Gloves: HexArmor FireArmor SR-X-8180 structural firefighting glove	NO BID		
		TOTAL % CHANGE		14%

	IFB #021-45 Firefighting Boots, Gloves and Hoods Annual Contract	Ten - 8 FIre & Safety, LLC		
		FY26 PRICING	Requested FY27 Price Revisions	
Item No.	ITEM DESCRIPTION	PRICE	PRICE	% of CHANGE
1	Hoods - Innotex Gray 25 Particulate Blocking	$107.78	N/A	
2	Boots - GLOBE FootGEar Structural Shadow XF	$530.12	$565.00	7%
3	Boots - Black Diamond X2 Leather Structure Fire Boots - FY 2027 Changed Model to meet new NFPA Specs	$530.12	N/A	
Amendment #002	Boots - Globe Supreme NFPA 14" Pull- On Boot - ADDED 5/6/2026	$535.00	$575.00	7%
4	Cairns 1010 Helmet: 6” silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	$380.00	Discontinued by manufacturer	
5	Cairns 1036 Helmet - 6” silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	$380.00	$425.00	12%
6	Helmet front: helmet front to Contain 6” leather front with sewn-on numbers to fit Cairns 1010 and 1836. Please state warrant on materials and labor. A copy of warranty MUST accompany bid.	$58.91	$65.00	10%
7	Helmet Repair Parts: Repair parts for Items 4 & 5 Cairns Model 1010 and 1836 helmet. Please state warranty on material and labor. A copy of warranty MUST accompany bid.	35 %OFF LIST Request for clarificaiton is included as separate pricing for each part.	35 %OFF LIST Request for clarificaiton is included as separate pricing for each part.	
8	Gloves: Vanguard Safety Wear MK1 Ultra Structural Fire Glove. No exception. FY 2027 Changed Model # to meet NFPA Specs	$121.99	$132.00	8%
9	Gloves: HexArmor FireArmor SR-X-8180 structural firefighting glove	$73.30	$87.00	19%
		TOTAL % CHANGE		11%

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 436/2026

SUBJECT: Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for the Chairman to execute all related documents, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve the resolution

Purpose of Request:
Purpose of this request is to approve the resolution to adopt, restate, and amend Hall County retirement benefits.

History:

Facts and Issues:
Per the FY2027 Budget Resolution, the 401a Money Purchase Plan for County contributions to employees, will increase from 3% to 4%.

Options:

Funding Requested	$ 556,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
LM	LM	JM	TS

Attorney	Administration	Clerk
JL	CR	AD

Attachments:
Financial Supplement
Purchase Plan
Resolution Adopt Restate Amend Retire Benefits

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 436/2026

Funds Requested: $ 556,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	512400-RETIREMENT	$556,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLM

Phone: 770-531-6712

HALL COUNTY MONEY PURCHASE PLAN

HALL COUNTY MONEY PURCHASE PLAN

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ADOPTION AGREEMENT #002
GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: *An amendment is not required to change the responses in items 1-10 below.*

NOTE: *The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).*

1. Name of adopting employer (Plan Sponsor): Hall County
2. Address: 2875 Browns Bridge Road
3. City: Gainesville
4. State: GA
5. Zip: 30504
6. Phone number: 770-531-2450
7. Fax number: _____
8. Plan Sponsor EIN: 58-6000836
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: GA

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
a. Hall County Money Purchase Plan
b. _____
NOTE: *A.1 is optional.*
3. **Effective Date**
a. Original effective date of Plan: 07/01/1998
b. **[X]** This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 07/23/2026.
NOTE: *The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.*
4. **Plan Year**

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a. Plan Year means each consecutive 12-month period ending on 12/31 (e.g. December 31)
b. **[ ]** The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
[ ] None
[ ] All purposes (i.e., eligibility, allocation conditions, and vesting)
[ ] Other: _____

NOTE: *The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.*

5. Limitation Year means:
a. **[X]** Plan Year
b. **[ ]** calendar year
c. **[ ]** Other: _____

NOTE: *If "Other" is selected, the Limitation Year must be a consecutive 12-month period.*

6. Frozen Plan
a. **[ ]** The Plan is frozen as to eligibility effective: _____
b. **[ ]** The Plan is frozen as to benefit accruals effective: _____

Plan Features

7. Employee Contributions (Section 4.01)
a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
i. **[ ]** Yes, _____% of Plan Compensation
ii. **[ ]** Yes, salary schedule according to the chart below:

Salary Range	Mandatory Employee Contributions

iii. **[ ]** Yes, other fixed method: _____
iv. **[X]** No

b. Voluntary (After-Tax) Contributions are permitted under the Plan:
i. **[ ]** Yes
ii. **[X]** No
iii. **[ ]** Formerly Allowed

c. Mandatory After-Tax Employee Contributions are permitted under the Plan:
i. **[ ]** Yes, _____% of Plan Compensation
ii. **[ ]** Yes, salary schedule according to the chart below:
iii. **[ ]** Yes, other fixed method: _____
iv. **[X]** No

NOTE: *If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.*
NOTE: *If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

Compensation

8. Statutory Compensation
a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):
i. **[ ]** Section 415 Compensation
ii. **[X]** W-2 Compensation
iii. **[ ]** Withholding Compensation
iv. **[ ]** Section 415 Safe Harbor Option

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b. **[X]** Include deemed Code section 125 compensation in definition of Statutory Compensation.
c. **[ ]** Include Post Severance Compensation in definition of Statutory Compensation.
d. **[ ]** Include Post Year End Compensation in definition of Statutory Compensation.

9. Plan Compensation

a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
i.	No Exclusions	[ ]	[ ]
ii.	Pay earned before participation	[ ]	[X]
iii.	Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	[ ]	[ ]
iv.	All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))	[ ]	[ ]
v.	Differential military pay as defined in Code section 3401(h)(2)	[ ]	[ ]
vi.	Final Paycheck Pay	[ ]	[ ]
vii.	Post Severance Compensation	[ ]	[ ]
viii.	Post Year End Compensation	[ ]	[ ]
ix.	Other adjustments (e.g., commissions, bonuses, etc.): **Superior Court Judges compensation is limited to locality pay only.**	[ ]	[X]

NOTE: *If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.*
NOTE: *If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*
NOTE: *See Section 4.01(c) for rules regarding elections for bonuses or other special pay.*

b. Plan Compensation is determined over the period specified below ending with or within the Plan Year:
i. **[X]** Plan Year
ii. **[ ]** calendar year
iii. **[ ]** Plan Sponsor Fiscal Year
iv. **[ ]** Limitation Year
v. **[ ]** Other 12-month period beginning on: _____ (enter month and day)

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Definitions

10. Disability

Definition of Disability

a. **[ ]** The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

b. **[X]** Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.

c. **[ ]** Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.

d. **[ ]** Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.

e. **[ ]** Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.

f. **[ ]** Other: _____

NOTE: *If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

11. Choice of Law/State Law

a. Name of state or commonwealth for choice of law (Section 12.05): Georgia

b. Enter any state law provisions that apply to the Plan: _____

NOTE: *Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.*

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a.	No Exclusions	[ ]	[ ]
b.	Union Employees	[ ]	[X]
c.	Leased Employees	[ ]	[X]
d.	Non-Resident Alien	[ ]	[X]
e.	Other Employees (Section 3.06(a)): **Any employee, if Hall County makes a contribution on their behalf to any other Retirement Plan.**	[ ]	[X]

NOTE: *If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.*

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2. Opt-Out

[ ] An Employee may irrevocably elect not to participate in the Plan.

NOTE: *If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.*

Eligibility Service Rules

3. Other Employer Service

[ ] Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

a. [ ] Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of ___

b. [ ] The Plan provides conditions or limitations on immediate participation: _____

NOTE: *Describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

Eligibility for All Contribution Types

5. Age Requirement for Plan Participation

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a.	Age Requirement	n/a	None

6. Service Requirement for Plan Participation

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a.	No Minimum Service	[ ]	[ ]
b.	Completion of _____ Year(s) of Eligibility Service - Elapsed Time	[ ]	[ ]
c.	Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	[ ]	[ ]
d.	Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	[ ]	[ ]
e.	Completion of **1** month(s) of service - Elapsed Time	[ ]	[X]
f.	Completion of _____ day(s) of service - Elapsed Time	[ ]	[ ]
g.	Other: _____	[ ]	[ ]
h.	Additional Requirements: _____	[ ]	[ ]

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NOTE: *If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*
NOTE: *Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

7. Entry Dates

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a.	Immediate	[ ]	[ ]
b.	First day of each payroll period	[ ]	[ ]
c.	First day of the calendar month	[ ]	[X]
d.	First day of each Plan quarter	[ ]	[ ]
e.	First day of the first month and seventh month of the Plan Year	[ ]	[ ]
f.	First day of the Plan Year	[ ]	[ ]
g.	Other:	[ ]	[ ]

NOTE: *If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

		Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a.	Coincident with or next following the date the eligibility requirements are met	[ ]	[X]
b.	Next following the date the eligibility requirements are met	[ ]	[ ]
c.	Coincident with or immediately preceding the date the eligibility requirements are met	n/a	[ ]
d.	Immediately preceding the date the eligibility requirements are met	n/a	[ ]
e.	Nearest to the date the eligibility requirements are met	n/a	[ ]

NOTE: *If B.7a. is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the eligibility requirements.*

Transfers/Rehires

9. Transfers/Rehires

a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee, (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he

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shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):

i. **[X]** as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

ii. **[ ]** on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):

i. **[X]** immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

ii. **[ ]** on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: *If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):*

1. Minimum and Maximum Voluntary Contributions

a. Minimum Voluntary Contribution: _____

b. Maximum Voluntary Contribution: _____

c. Other limits on Voluntary Contributions apply: _____

NOTE: *C.1a and C.1b may not be more than 100% of Plan Compensation.*

NOTE: *If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

Pension - Service

NOTE: *An Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.*

2. Allocation Service Requirements for Pension Contributions

a. **[X]** None

b. **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____

c. **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year

d. **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: *C.2b and C.2c are inapplicable if C.2a or C.2d is selected.*

3. Exceptions to Allocation Service Requirements for Pension Contributions

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a. **[ ]** A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.

b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:

i. **[ ]** death

ii. **[ ]** Disability

iii. **[ ]** attainment of Normal Retirement Age

iv. **[ ]** attainment of Early Retirement Age

c. Any Hour of Service requirement and last day requirement shall be modified as follows:

i. **[ ]** Waive both the Hour of Service requirement and last day requirement

ii. **[ ]** Waive the Hour of Service requirement only

iii. **[ ]** Waive last day requirement only

d. **[ ]** The following other modifications shall be made to the requirements specified in C.2-3c: _____

NOTE: *Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

Pension Contributions - Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):

a. **[X]** Pro rata. In the amount of 4% to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.

b. **[ ]** Points. In the amount of _____to be allocated as described in C.5.

c. **[ ]** Fixed Amount. In the amount of _____to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.

d. **[ ]** Defined Groups. See C.6

e. **[ ]** Other fixed formula: _____

NOTE: *If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

5. **Pension Contribution - Points**

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each $_____of Plan Compensation he has earned for such Plan Year.

a. Points will be computed on basis of:

i. **[ ]** Age, Service and Plan Compensation

ii. **[ ]** Age and Service

iii. **[ ]** Age and Plan Compensation

iv. **[ ]** Service and Plan Compensation

v. **[ ]** Age Only

vi. **[ ]** Service Only

b. Points awarded for $_____ of Plan Compensation: _____

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c. Points awarded for each year of participation: _____

d. Points awarded for each year of age: _____

NOTE: *C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Plan Compensation, Years of Service or age, respectively.*

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

a. Group One: _____ An amount equal to:

i. **[ ]** A percentage of Plan Compensation _____

ii. **[ ]** A fixed dollar amount _____

iii. **[ ]** the greater of i. or ii.

NOTE: *Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.*

NOTE: *See Section 3.06 for rules regarding eligibility requirements.*

7. Determination Period for Pension Contributions

a. Pension Contributions are determined at the following time(s):

i. **[ ]** End of Plan Year

ii. **[ ]** Semi-annually

iii. **[ ]** Quarterly

iv. **[ ]** Each calendar month

v. **[X]** Each pay period

b. Minimum and Maximum Pension Contributions

i. **[ ]** Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____

ii. **[ ]** Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: *Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.*

8. Paid Time Off

a. **[ ]** The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:

i. **[ ]** Each Plan Year

ii. **[ ]** Upon Termination

b. **[ ]** The following limitations/conditions shall apply: _____

NOTE: *Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.*

NOTE: *The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.*

NOTE: *Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.*

9. Pension - Disability

[ ] Allocate Pension Contributions to Disabled Participants who do not meet the allocation service

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requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

10. Collective Bargaining Agreement

a. **[ ]** In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: ____

b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:

i. **[ ]** Yes - Pension contributions only

ii. **[ ]** No

iii. **[ ]** Other: _____

NOTE: *C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.*

Other Contributions

11. Prevailing Wage

a. **[ ]** The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:

i. **[ ]** by the applicable federal, state, or municipal prevailing wage laws.

ii. **[ ]** in the Prevailing Wage Addendum to the Adoption Agreement.

b. Offset of other contributions:

i. **[ ]** Any other Pension Contribution allocations that would otherwise be made to a Participant

ii. **[ ]** Other: _____

NOTE: *If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.*

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

a. **[X]** No

b. **[ ]** Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

c. **[ ]** Yes - Only active Participants may make a Rollover Contribution

d. **[ ]** Yes - _____ Participants may make a Rollover Contribution

NOTE: *The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.*

13. Deemed IRAs

[ ] The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

14. Death or Disability During Qualified Military Service

[X] For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding

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death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

15. 415 Additional Language

[ ] Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

a. **[ ]** 100%

b. **[ ]** _____ year cliff

c. **[X]** Other:

i. Other Pension Schedule - less than 1 year: 0%

ii. Other Pension Schedule - 1 years but less than 2 years: 0%

iii. Other Pension Schedule - 2 years but less than 3 years: 0%

iv. Other Pension Schedule - 3 years but less than 4 years: 50%

v. Other Pension Schedule - 4 years but less than 5 years: 75%

vi. Other Pension Schedule - 5 years but less than 6 years: 100%

vii. Other Pension Schedule - 6 years but less than 7 years: 100%

viii. Other Pension Schedule - 7 years but less than 8 years: 100%

ix. Other Pension Schedule - 8 years but less than 9 years: 100%

x. Other Pension Schedule - 9 years but less than 10 years: 100%

xi. Other Pension Schedule - 10 years but less than 11 years: 100%

xii. Other Pension Schedule - 11 years but less than 12 years: 100%

xiii. Other Pension Schedule - 12 years but less than 13 years: 100%

xiv. Other Pension Schedule - 13 years but less than 14 years: 100%

xv. Other Pension Schedule - 14 years but less than 15 years: 100%

xvi. Other Pension Schedule - 15 years but less than 16 years: 100%

xvii. Other Pension Schedule - 16 years but less than 17 years: 100%

xviii. Other Pension Schedule - 17 years but less than 18 years: 100%

xix. Other Pension Schedule - 18 years but less than 19 years: 100%

xx. Other Pension Schedule - 19 years but less than 20 years: 100%

xxi. Other Pension Schedule - 20 years: 100%

NOTE: *A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.*

NOTE: *D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.*

NOTE: *D.1c may provide for a graded vesting schedule of up to 5 to 20 years.*

2. Other Vesting Schedule

[X] The Plan has another vesting schedule:Applies to contribution prior to 2015 and any elected official continue to use this schedule. Vesting is 0% until 4 years of service then 100%.

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Applies to contributions from January 1, 2015 - June 30 2024 if the participant terminated employment prior to July 1, 2024 0% until 5 years of service then 50% vested, 6 years of service is 75% vested and 7 years of service is 100% vested.

NOTE: *The vesting schedule in D.2 is in addition to the vesting schedule in D.1.*

NOTE: *The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

Vesting Service Rules

NOTE: *If D.1a is selected and D.2 is not selected, the remaining options in section D.3-7 are inapplicable.*

3. Vesting Computation Period

a. **[X]** Calendar year

b. **[ ]** Plan Year

c. **[ ]** The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date

d. **[ ]** Other: _____

NOTE: *D.3d must be based on creditable years of service.*

4. Other Employer Service

[ ] Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions (Section 6.02)

a. **[X]** Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.

b. **[X]** Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.

c. **[ ]** Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

a. **[ ]** Exclude Years of Vesting Service earned before age 18.

b. **[ ]** Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

a. Upon termination, nonvested account balances shall be forfeited

i. **[X]** as soon as administratively feasible

ii. **[ ]** other timeframe: _____

b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited

i. **[X]** as soon as administratively feasible

ii. **[ ]** other timeframe: _____

NOTE: *The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

8. Forfeitures and Re-employment

a. **[ ]** forfeited account balances shall be restored and continue to vest (select any of the following if applicable)

i. **[ ]** only if the period of severance was less than or equal to the following period _____

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ii. **[ ]** only to the extent the vested account balance was not distributed
iii. **[ ]** only to the extent the vested distributed account balance is restored to the Plan

b. **[X]** forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Article 6):

a. **[X]** Any permissible method described in Section 6.03(d)

b. **[ ]** Other: _____

NOTE: *If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.*

NOTE: *D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.*

10. Special Vesting Provisions

[ ] Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): _____

NOTE: *The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

a. **[X]** Attainment of age (not to exceed 65): 65

b. **[ ]** Later of attainment of age _____ or the _____ anniversary of Plan participation.

c. **[ ]** Other: _____

NOTE: *Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.*

2. Early Retirement

Early Retirement Age means:

a. **[X]** None. The Plan does not have an early retirement feature.

b. **[ ]** Attainment of age _____

c. **[ ]** Later of attainment of age _____ or _____ service.

d. **[ ]** Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

a. **[X]** Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.

b. **[ ]** End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.

c. **[ ]** Normal Retirement Age. When the Participant attains Normal Retirement Age.

d. **[ ]** Other: _____

NOTE: *Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

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4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

a. **[X]** Cash only
b. **[ ]** Cash or in-kind
c. **[ ]** Other: _____

5. Default Form of Payment (Other than Death)

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
  i. **[X]** Lump sum only
  ii. **[ ]** Other: _____
b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
  i. **[X]** Lump sum only
  ii. **[ ]** Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
  iii. **[ ]** Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
  iv. **[ ]** Other: _____

NOTE: *Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

6. Permit Distributions as an Annuity

[ ] Permit distributions in the form of an annuity

NOTE: *If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.*

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

a. **[X]** Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
b. **[ ]** Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
c. **[ ]** Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
d. **[ ]** Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
e. **[ ]** Other: _____

NOTE: *Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.*

8. Beneficiaries

a. Death benefits when there is no designated beneficiary:
  i. **[X]** In accordance with Section 7.04(b)
  ii. **[ ]** Other: _____
b. **[X]** A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

NOTE: *If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

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9. Force-Out Provisions

a. **[X]** Maximum force-out amount for purposes of Section 7.03 (not to exceed $5,000): $5000

i. **[ ]** Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance

ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: $1000

b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:

i. **[X]** Later of age 62 or Normal Retirement Age - payment made in a lump sum only

ii. **[ ]** Required Beginning Date - Participant may elect payment in a lump sum or installments

iii. **[ ]** Required Beginning Date - payment made in a lump sum only

NOTE: *If E.9a is less than $1,000, E.9a.i may not be selected.*

10. Required Beginning Date

Required Beginning Date for a Participant:

a. **[X]** Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires

b. **[ ]** Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2

c. **[ ]** Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: *See Section 8.05 for limits on in-service distributions.*

In-Service Withdrawals

1. Retirement

a. **[ ]** Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: _____

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

a. **[ ]** Voluntary Contribution Account

b. **[ ]** Rollover Contribution Account

NOTE: *If nothing is indicated, no in-service withdrawals are allowed under this Section.*

3. Disability

[X] Allow distributions upon Disability.

4. Other Conditions/Limitations

[ ] The following limitations, conditions or special rules apply to in-service withdrawals: _____

NOTE: *Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.3).*

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SECTION G. PLAN OPERATIONS

1. Permitted Investments

a. **[ ]** Plan may invest in life insurance (Section 9.06)

b. **[ ]** Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

2. Participant Self-Direction

a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

i. **[X]** All Accounts

ii. **[ ]** Some Accounts

iii. **[ ]** None

b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:

i. **[ ]** Mandatory Employee Contribution Account

ii. **[ ]** Mandatory After-tax Employee Contribution Account

iii. **[ ]** Pension Contribution Account

iv. **[ ]** Voluntary Contribution Account

v. **[ ]** Rollover Contribution Account

vi. **[ ]** Transfer Account

vii. **[ ]** Other: _____

c. **[ ]** Participants may also establish individual brokerage accounts.

d. **[X]** Participants may exercise voting rights with respect to investments (Section 9.05).

3. Valuation Date

Enter Valuation Date:

a. **[ ]** Last day of Plan Year

b. **[ ]** Last day of each Plan quarter

c. **[ ]** Last day of each month

d. **[X]** Each business day

e. **[ ]** Other: _____ (Must be at least annually).

4. Plan Administration

a. Designation of Plan Administrator (Section 10.01):

i. **[ ]** Plan Sponsor

ii. **[X]** Committee appointed by Plan Sponsor

iii. **[ ]** Other: _____

b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):

i. **[ ]** Plan Administrator and Investment Fiduciary adopt own procedures

ii. **[X]** Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary

c. The Trustee is also the Investment Fiduciary (Section 10.02):

i. **[X]** Yes

ii. **[ ]** No. The Investment Fiduciary is: _____

d. Type of indemnification for the Plan Administrator and Investment Fiduciary:

i. **[ ]** None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary

ii. **[X]** Standard according to Section 10.06

iii. **[ ]** Provided pursuant to an outside agreement

e. **[ ]** The following modifications shall be made to the duties of the applicable parties: _____

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SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 525 Junction Road, Ste. 5000 Madison, WI 53717; 800-596-0714.

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SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2026.

HALL COUNTY:

Signature:_____

Print Name: _____

Title/Position:_____

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EFFECTIVE DATE ADDENDUM

Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not override an effective date required by the Internal Revenue Code, Treasury or other formal guidance. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Pre-Approved Plan Document.

07/23/2026

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CUSTOM LANGUAGE ADDENDUM

If a 411(d)(6) protected benefit in the Plan or a plan merged into the Plan is not either: (i) available as a provision through the Pre-Approved Plan, or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan, in the case of a merger, the merger date shall apply only to the extent required under Code Section 411(d)(6).

Match Contributions:

Participants who defer a percentage of their earnings to the Hall County 457(b) Deferred Compensation Plan may, at the discretion of the Board of Commissioners, receive a matching contribution. The Match formula is discretionary and will be approved by the Board of Commissioners. Plan allows for an additional discretionary contribution. There are no allocation requirements to receive the additional contribution.

401(a) Contributions:

Commissioners will receive 10% of eligible compensation for the 401(a) contribution.

County Administrator will receive 10% of eligible compensation for the 401(a) contribution.

Assistant County Administrator will receive 10% of eligible compensation for the 401(a) contribution.

Chief Deputy, Sheriff's Office, employed on 1/1/2021 will receive 10% of eligible compensation as a 401(a) contribution. Unless determined otherwise by the Board of Commissioners, all future employees hired into this position will receive 8% of eligible compensation as a contribution to the 401(a) plan.

Contract Employees will receive 8% of eligible compensation for the 401(a) contribution.

Chief Superior Court Judge will receive 10% of their locality pay only for the 401(a) contribution.

Non Chief Superior Court Judge will receive 8% of their locality pay only for the 401(a) contribution.

Contributions rates are discretionary and may change upon board approval. Current contributions designated at 3% will increase to 4%, effective July 23, 2026. Contributions were changed from 2% to 3%, on July 13, 2025.

Vesting

Regardless of tenure with Hall County, the Board of Commissioners may, at its discretion, elect to make an employee up to 100% vested in the plan.

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STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO ADOPT, RESTATE, AND AMEND CERTAIN HALL COUNTY RETIREMENT BENEFITS

WHEREAS, The Board of Commissioners has a fiduciary duty to periodically review and revise its Ordinances, Rules and Regulations regarding retirement benefits; and

WHEREAS, such reviews are necessary in order to maintain compliance with updated federal requirements regarding retirement benefits; and

WHEREAS, after a thorough review of federal regulations, the Board of Commissioners deems it necessary to modify certain provisions regarding Hall County's retirement benefits; and

WHEREAS, the revisions set forth in this Resolution are in compliance with County's existing policies regarding benefits to County employees;

NOW, THEREFORE, the Board of Commissioners does hereby adopt, restate, and amend certain Hall County retirement benefits as follows.

1.

The Hall County 401(a) Money Purchase Plan is hereby readopted, amended, and restated as set forth in Exhibit "A" which is attached hereto and by this reference made a part hereof.

Any and all provisions of Hall County's retirement benefits which are inconsistent with this Resolution are hereby repealed.

2.

The provisions of this Resolution are approved, authorized, and provided for by July 9, 2026, and effective as to Exhibits "A" on July 9, 2026.

SO RESOLVED, this the _____ day of July, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

EXHIBIT A

HALL COUNTY MONEY PURCHASE PLAN

HALL COUNTY
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Hall County (the "Employer").

With respect to the amendment of the Hall County Money Purchase Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2026.

Signature:_____

Print Name:_____

Title/Position_____

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HALL COUNTY MONEY PURCHASE PLAN

AMENDMENT

WHEREAS, Hall County (the "Employer") maintains the Hall County Money Purchase Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 11.01 of the Plan, the Employer desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of 07/09/2026:

SECTION C. CONTRIBUTIONS

Pension Contributions – Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):

a. **[X]** Pro rata. In the amount of 4% to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
b. **[ ]** Points. In the amount of ___ to be allocated as described in C.5.
c. **[ ]** Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
d. **[ ]** Defined Groups. See C.6
e. **[ ]** Other fixed formula: _____

NOTE: *If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 2026.

HALL COUNTY:
Signature: _____
Print Name: _____
Title/Position: _____

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AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 419/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution authorizing the execution of a permanent drainage easement agreement accepting the grant of a drainage easement located at 1553 Biscayne Place, Gainesville, GA from Brian Lipscomb (owner); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: JG

Recommendation:

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution authorizing the execution of a permanent drainage easement agreement accepting the grant of a drainage easement located at 1553 Biscayne Place, Gainesville, GA from Brian Lipscomb (owner); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

Mr. Lipscomb made an unauthorized connection of a drainage pipe to the Hall County culvert located in front of his property. During the investigation of the culvert connection, it was determined that the existing drainage easement was not aligned with the location of the culvert pipe.

Facts and Issues:
The proposed drainage easement has been created in alignment with the existing pipe and will allow Hall County to perform any necessary repairs or maintenance to the County maintained portion of the drainage system.

Options:

Funding Requested $ 0.00

Are funds within current budget? No

Source of Funds

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

Approvals:

Submit	Approve	Budget	Finance
JS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	AD

Attachments:

Resolution
Easement

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION AUTHORIZING THE EXECUTION OF A PERMANENT DRAINAGE EASEMENT AGREEMENT ACCEPTING THE GRANT OF A DRAINAGE EASEMENT FROM BRIAN LIPSCOMB OWNER OF 1553 BISCAYNE PLACE, GAINESVILLE, GEORGIA 30507

WHEREAS, a Permanent Drainage Easement attached hereto as "Exhibit A" has been developed by which Brian Lipscomb owner of 1553 Biscayne Place, Gainesville, Georgia 30507 (hereinafter referred to as "Owner") proposes to grant to Hall County, Georgia (hereinafter referred to as "the County") a permanent drainage easement giving the County a right of entry onto a portion of Owner's property at the address referenced above for the purpose of maintenance, repair, or any other work deemed necessary by the County in it's sole discretion to ensure the satisfactory operation of a drainage pipe previously installed by Owner located on the property as depicted in "Exhibit B" which is attached hereto; and

WHEREAS, per the Permanent Drainage Easement, Owner shall maintain all responsibility for maintaining the drainage pipe depicted in "Exhibit B"; and

WHEREAS, the Permanent Drainage Easement shall only be utilized by the County in the event that Owner fails to adequately maintain the drainage pipe; and

WHEREAS, the County desires to execute the Permanent Drainage Easement and accept the real property interests associated with the Permanent Drainage Easement; and

WHEREAS, Owner desires to execute the Permanent Drainage Easement and to grant to the County the real property interests associated with the Permanent Drainage Easement; and

WHEREAS, the Board of Commissioners has determined that the execution of the proposed Permanent Drainage Easement is in the best interest of the general welfare of the citizens of Hall County; and

WHEREAS, the Board of Commissioners of Hall County, Georgia intends to approve the execution of the Permanent Drainage Easement and intends to authorize the Chairman to execute any documents necessary to effectuate the execution of the Permanent Drainage Easement subject to the review and approval of the County Attorney.

NOW THEREFORE, the Hall County Board of Commissioners determines and declares that the execution of the Permanent Drainage Easement is in the best interest of the citizens of Hall County and the Board further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Permanent Drainage Easement and further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Permanent Drainage Easement and the acceptance of the real property interests contained therein, subject to the review and approval of the County Attorney.

SO RESOLVED this the _____ day of July, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, David Gibbs

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, Interim County Attorney

EXHIBIT A

PERMANENT DRAINAGE EASEMENT

BOARD OF COMMISSIONERS
HALL COUNTY, GEORGIA

Georgia, Hall County

THIS CONVEYANCE made and executed this 10 day of June, 2026;

WITNESSETH that Brian Lipscomb (hereinafter referred to as "GRANTOR"), the undersigned, is the owner of a tract of land in Hall County, Georgia with the street address of 1553 Biscayne Place, Gainesville, Georgia 30507.

NOW, THEREFORE, for and in consideration of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to Hall County, Georgia (hereinafter referred to as "GRANTEE"), a permanent drainage easement for the purposes and uses hereafter set forth. The easement area is specifically shown on the attached "Exhibit A", which is hereby incorporated by reference.

The easement is being granted in order to convey unto Grantee the right to enter into the easement area for the purposes of maintaining, repairing, and/or to build or rebuild any required drainage structures within the easement area. Grantor has previously installed a drainage pipe within the easement area as depicted in "Exhibit A" and **Grantor shall retain responsibility for maintaining said pipe.** In the event that Grantor fails to maintain the pipe adequately as determined by Grantee this easement shall entitled Grantee, at Grantee's discretion, to enter into the easement area to perform whatever work Grantee deems necessary to ensure the pipe is working order, or to mitigate any other issues as they may occur.

In the event Grantee deems it necessary to perform work within the easement area Grantee shall exercise reasonable diligence in doing necessary work with the easement area, so as to avoid damaging the property.

The undersigned hereby warrants that is has the right to sell and convey said easement and binds itself, its successors and assigns and shall insure to the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the day above written.

Sworn to and subscribed before me this
_____ day of _____, 2026, in
the presence of:

_____
Witness

_____
Notary Public

My Commission Expires: _____

_____

David Gibbs,
Chairman, Hall County Board of Commissioners

Date of Notarial Signature_____

[NOTORIAL SEAL]

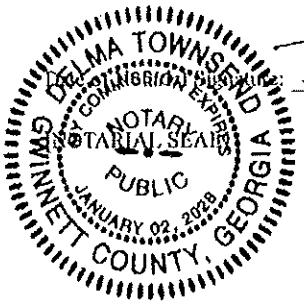
Sworn to and subscribed before me this
10 day of June, 2026, in
the presence of:

Witness

Grantor

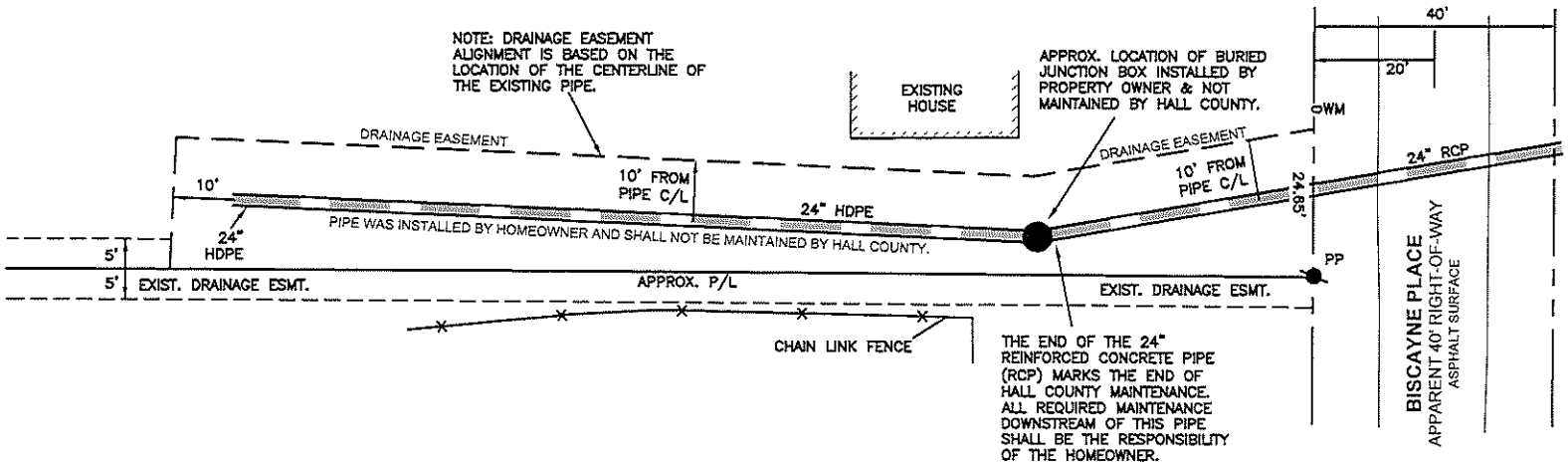
Delma Townsend
Notary Public

My Commission Expires: January 2, 2028



Date of Signature: June 10, 2026

EXHIBIT B



1553 BISCAYNE PLACE
DRAINAGE EASEMENT

0 20 40 60

PERMANENT DRAINAGE EASEMENT

BOARD OF COMMISSIONERS
HALL COUNTY, GEORGIA

Georgia, Hall County

THIS CONVEYANCE made and executed this 10 day of June, 2026;

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IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the day above written.

Sworn to and subscribed before me this
_____ day of _____, 2026, in
the presence of:

_____
Witness

_____
Notary Public

My Commission Expires: _____

_____

David Gibbs,
Chairman, Hall County Board of Commissioners

Date of Notarial Signature_____

[NOTORIAL SEAL]

Sworn to and subscribed before me this
10 day of June, 2026, in
the presence of:

Brian Lyons

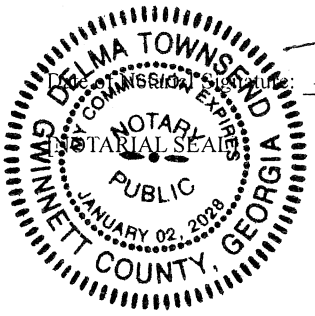
Witness

Grantor

Delma Townsend

Notary Public

My Commission Expires: January 2, 2028



Date of Notarial Signature: June 10, 2026

[NOTARIAL SEAL]

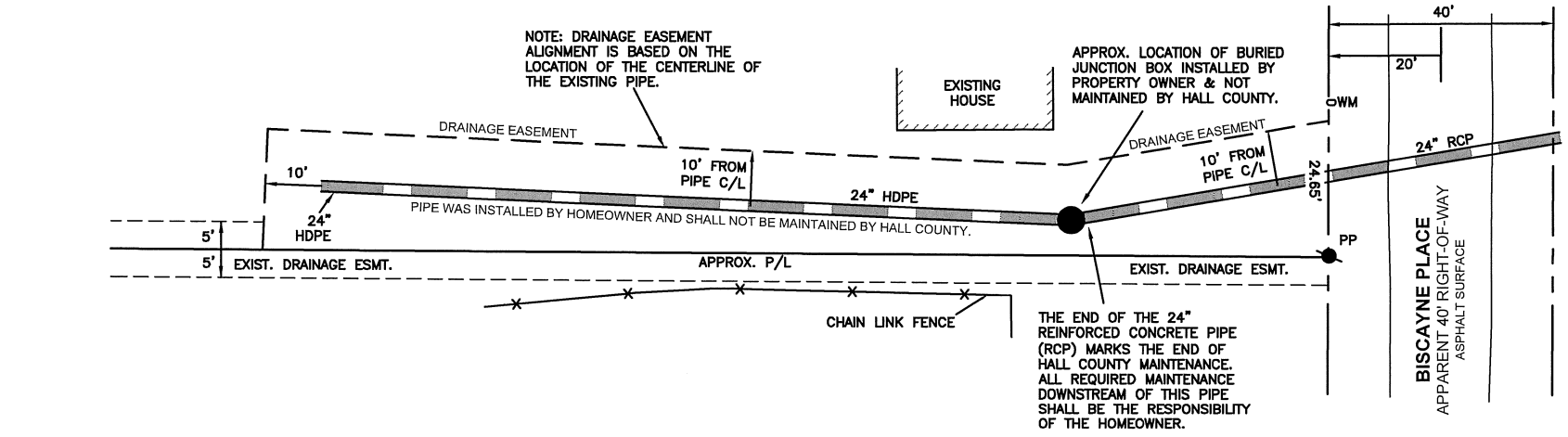


EXHIBIT - A
1553 BISCAYNE PLACE
DRAINAGE EASEMENT

0 20 40 60

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 412/2026

SUBJECT: Approval and authorization for the Chairman to execute a Georgia Department of Transportation (GDOT) traffic signal application to install a Pedestrian Hybrid Beacon on Thompson Bridge Road (SR 60) near the intersection of Thompson Bridge Road (SR 60) and Hubert Stevens Rd. Commission Districts 2 & 3.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: JG

Recommendation:
Approval and execution of signal application.

Purpose of Request:
GDOT has requested Hall County execution of a traffic signal permit application to install a a Pedestrian Hybrid Beacon on Thompson Bridge Rd. (SR 60) in front fo the Fieldale Poultry Plant near the intersection of Thompson Bridge Rd. (SR 60) and Hubert Stevens Rd.

This project will not utilize any Hall County Funds for the installation; however, Hall County will be responsible for the monthly power cost estimated at $100/month.

History:
GDOT and its consultant, Kimley-Horn and Associates, completed a Pedestrian Crossing Study to identify and evlauate pedestrian crossing tratments to improve safety for vulnerable road users. Based on study results, a pedestrian hybrid beacon was recommended as the preferred pedestrian crossing treatment at this location (study attached).

GDOT would be responsible for the installation, costs of this project, and ongoing maintenance. Hall County will be responsible for the monthly power cost estimated at $100/month.

Facts and Issues:
The pedestrian hybrid beacon will be operated and maintained by GDOT.

Options:

Funding Requested $ 1,200.00
Are funds within current budget? Yes
Source of Funds Development Services Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
JW	JW	JM	TS

Attorney	Administration	Clerk
JL	CR	AD

Attachments:

Financial Supplement
Pedestrian Crossing Study
GDOT Signal Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 412/2026

Funds Requested: $ 1,200.00

Request Budgeted: Yes

Proposed Source of Funding:

Development Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	531231-TRAFFIC SIGNAL POWER	$1,200.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: 678-622-0426

SIGNAL NOTES

1. THE COMPLETE SIGNAL INSTALLATION SHALL CONFORM TO ALL APPROPRIATE PARTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CURRENT EDITION, INCLUDING SUBSEQUENT PUBLISHED RULINGS, GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) STANDARDS AND SPECIFICATIONS.

2. SIGNAL HEADS SHALL BE ERECTED TO PROVIDE AT LEAST 17 FEET BUT NO MORE THAN 19 FEET CLEARANCE FROM BOTTOM OF SIGNAL HEADS TO TOP OF ROAD SURFACE AND A MINIMUM OF 8 FEET MEASURED HORIZONTALLY BETWEEN CENTERS OF SIGNAL FACES.

3. SHIELDED CABLE WILL BE USED FOR DETECTOR RUNS AS SHOWN ON THE DETAIL SHEET. DETECTORS SHALL HAVE SEPARATE LEAD-INS TO THE CONTROL CABINET.

4. THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES IN VICINITY OF NEW TRAFFIC SIGNAL POLES BEFORE INSTALLATION. MINOR SHIFTS (UP TO A MAXIMUM OF 5 FEET) IN LOCATION OF NEW SIGNAL POLES, AT THE DISCRETION OF THE ENGINEER, ARE ACCEPTABLE TO AVOID UNDERGROUND AND OVERHEAD UTILITIES. MINIMUM CLEARANCES FROM EDGE OF PAVEMENT AND UTILITIES SHALL BE MAINTAINED. PLACEMENT OF THE SIGNAL HEADS MUST BE RETAINED AS SHOWN ON THE PLANS.

5. THE CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC SIGNALS DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC SIGNAL AND/OR CONTROL SYSTEM ADJUSTMENTS,INCLUDING TEMPORARY SUPPORT POLE LOCATION(S) REQUIRED BY THE PROJECT DURING THE INTERIM PERIOD THROUGHINSTALLATION OF NEW SIGNAL EQUIPMENT. AT NO TIME SHALL THE CONTRACTOR CAUSE ANY PART OF THE SIGNAL OPERATION TO BE INOPERABLE.

6. NEW SIGNAL POLES AND MAST ARMS SHALL MEET REQUIRED GDOT SPECIFICATIONS.

7. INSTALLATION IS TO BE CHECKED AND ACCEPTED BY THE COUNTY TRAFFIC ENGINEER AND GEORGIA DEPARTMENT OF TRANSPORTATION PRIOR TO FINAL ACCEPTANCE. A COMPLETE SET OF WIRING DIAGRAMS SHALL BE FURNISHED TO THE TRANSPORTATION DEPARTMENT, 1475 JESSE JEWELL PARKWAY SUITE 100, GAINESVILLE, GA 30501 BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE.

8. WHEN REMOVED, EXISTING EQUIPMENT SHALL BE DELIVERED BY THE CONTRACTOR TO GDOT AS DIRECTED BY THE MAINTAINING AGENCY. DELIVERY OF EQUIPMENT SHALL BE COORDINATED WITH GDOT.

CONTACT INFORMATION (MARCH 2025)
JONATHAN PEEVY (770-533-8276)

9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING POLE FOUNDATION DESIGNS TO THE MAINTAINING AGENCY AND GDOT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

10. MATERIAL CERTIFICATION IS REQUIRED PRIOR TO BEGINNING ANY SIGNAL INSTALLATION WORK. THE CONTRACTOR SHALL FOLLOW PROCEDURES OUTLINED IN THE SPECIFICATION. ALL MATERIALS SHALL BE APPROVED BY GDOT AND THE MAINTAINING AGENCY PRIOR TO ORDERING OF ANY MATERIALS.

11. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM GDOT PRIOR TO START OF CONSTRUCTION.

12. THE CONTRACTOR IS TO COORDINATE WITH POWER COMPANY FOR SERVICE FEED FOR TRAFFIC SIGNALS.

13. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL VERTICAL AND HORIZONTAL AERIAL CLEARANCE PER NESC AND GDOT SPECIFICATIONS.

14. ALL SIGNAL POLES AND CONTROLLERS SHALL BE GROUNDED SEPARATELY.

15. CONTRACTOR SHALL LABEL CONDUIT IN PULLBOXES WITH WEATHERPROOF TAGS AS TO DIRECTION OF OF CONDUIT RUNS, EXAMPLE, TO NW, TO SE, ETC.

16. ANY SIDEWALK, PAVERS, HARDSCAPE OR LANDSCAPE DISTURBED BY THE CONTRACTOR SHALL BE RETURNED TO ITS ORIGINAL CONDITION. THE COST FOR THIS SHALL BE INCLUDED IN THE OVERALL BID PRICE AND WILL NOT BE PAID FOR SEPARATELY.

17. THE INSTALLATION SHALL BE CAPABLE OF MONITORING OVER ETHERNET NETWORKS FROM EXISTING CENTRAL COMPUTERS OR VIA "CLOSED LOOP" MONITORING, PER THE DISTRICT SIGNAL ENGINEER. CENTRAL COMPUTERS ARE LOCATED AT 2594 GILLSVILLE HWY, GAINESVILLE, GEORGIA 30507. NETWORK ABILITIES DEMONSTRATION IS REQUIRED AT CENTRAL SITES PRIOR TO FINAL ACCEPTANCE.

18. ALL EXISTING STOP BARS, WORDS, ARROWS, AND CROSSWALKS THAT ARE NOT REMOVED OR RELOCATED SHALL BE REPLACED IN ACCORDANCE WITH CURRENT GDOT STANDARDS.

19. THE CONTRACTOR SHALL REPLACE IN KIND AND SIZE, AT NO SEPARATE EXPENSE TO THE DEPARTMENT, ANY BARRIER WALL, FENCE, DITCH PAVING, CURBING, SIDEWALK, GUTTER, SLOPE PAVEMENT, SIGNS, GUARDRAILS, LANDSCAPING, GRASSINGS, UTILITY SERVICE LINES, STORM DRAIN PIPES, MASONRY WALLS, AND PAVING THAT IS REMOVED, DAMAGED OR DESTROYED, DUE TO CONTRACTOR'S ACTIVITY.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL MEASURES TO ENSURE COMPLIANCE TO ALL STATE AND FEDERAL LAWS AND GUIDELINES. THE COST SHALL BE CONSIDERED INCIDENTAL AND BE INCLUDED IN THE OVERALL BID PRICE. NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR FOR EROSION CONTROL.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH MODIFYING EXISTING AND ESTABLSIHING NEW POWER AND COMMUNICATIONS SERVICES FOR TRAFFIC SIGNALS, VIDEO DETECTION SYSTEMS AND/OR CCTV SIGNAL CAMERAS ON THIS PROJECT. IF A UTILITY TRANSFORMER IS REQUIRED FOR TRAFFIC SIGNAL EQUIPMENT, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE THE COST, AS PART OF THEIR BID PRICE, FOR THAT TRAFFIC SIGNAL INSTALLATION, IF THE RESPECTIVE UTILITY REQUIRES PAYMENT FOR INSTALLATION.

22. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL MONTHLY POWER AND COMMUNICATION SERVICE TO THE TRAFFIC SIGNAL INSTALLATION AND SUPPORT DEVICES, UNTIL THE NEW TRAFFIC SIGNAL INSTALLATION HAS SATISFACTORILY COMPLETED A TEST PERIOD, 30 DAYS, OF UNINTERRUPTED OPERATION. THE CONTRACTOR WILL COMPLETE A TRANSFER OF UTILITY COST TO THE MAINTAINING AGENCY.

23. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING POWER SERVICE, ROUTED TO CABINET.

TRAFFIC SIGNAL LEGEND

EXISTING SIGNAL

- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD
- 5 SECTION HEAD
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 2
- PULLBOX, TP 4
- PULLBOX, TP 5
- 6x6 CALL LOOP/VIDEO ZONE
- 6x18 CALL LOOP/VIDEO ZONE
- 6x40 PRESENCE LOOP (DIPOLE)/VIDEO ZONE
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT
- RAILROAD CONTROLLER
- SIGN POST
- EXISTING CCTV CAMERA
- EXISTING VIDEO DETECTION UNIT

PROPOSED SIGNAL

- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD W/ BACKPLATE
- 4 SECTION HEAD W/BACKPLACE
- 3 SECTION T-HEAD W/BACKPLACE
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 2
- PULLBOX, TP 3
- PULLBOX, TP 4s
- PULLBOX, TP 7
- 6x6 VIRTUAL DETECTION ZONE
- 6x18 VIRTUAL DETECTION ZONE
- 6x40 VIRTUAL DETECTION ZONE
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT
- RAILROAD CONTROLLER
- SIGN POST
- PROPOSED CCTV CAMERA
- DIRECTIONAL BORE
- VIDEO DETECTION UNIT

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.

Georgia Department of Transportation

Kimley»Horn

N.T.S

REVISION DATES

SIGNAL LEGEND
SR 8; SR 20; SR 60 & GWINNETT
DRIVE @ 4 LOCS

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		27-0000
CORRECTED:		DATE:		
VERIFIED:		DATE:		

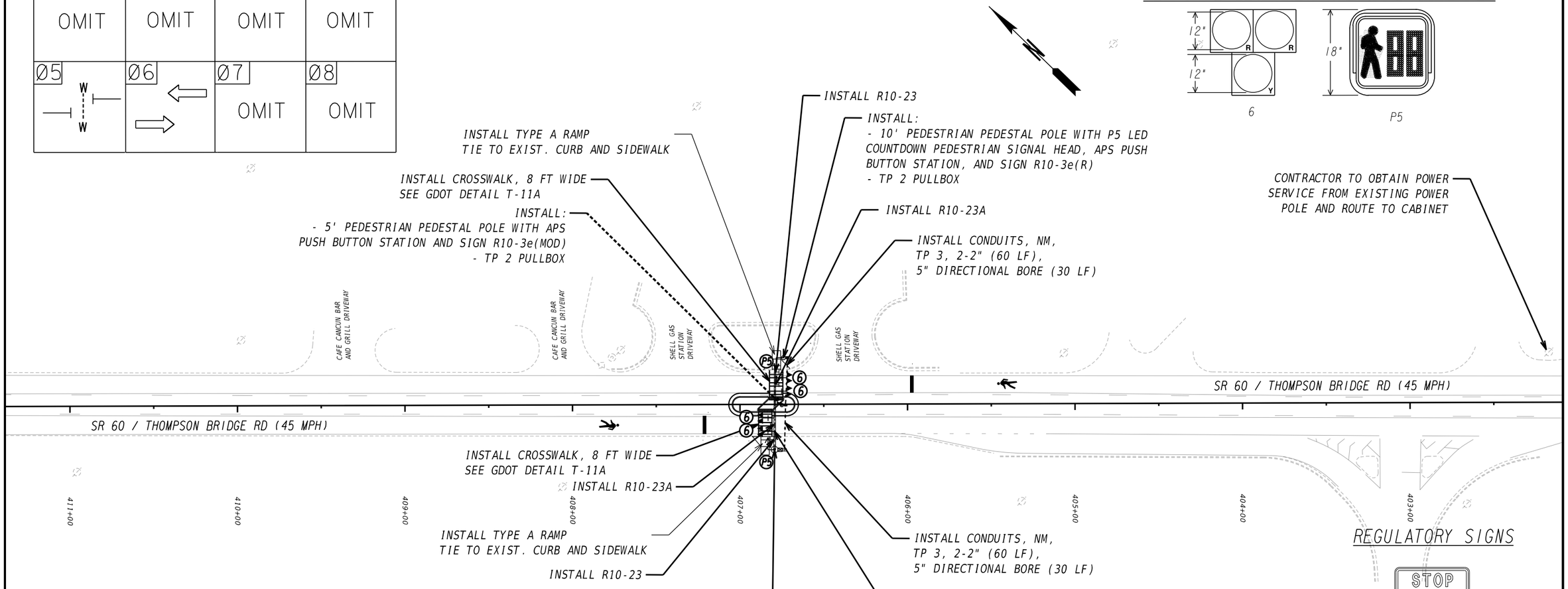
GPLN-CE
11/05/2020

PHASING DIAGRAM

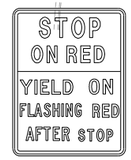
Ø1 OMIT	Ø2 OMIT	Ø3 OMIT	Ø4 OMIT
Ø5 W W	Ø6	Ø7 OMIT	Ø8 OMIT

LED INCANDESCENT LOOK SIGNAL HEADS WITH TP IX RETRO-REFLECTIVE TAPE ON BACKPLATES

6 P5



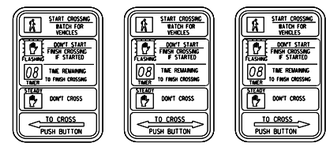
REGULATORY SIGNS



R10-23a (24"X30")

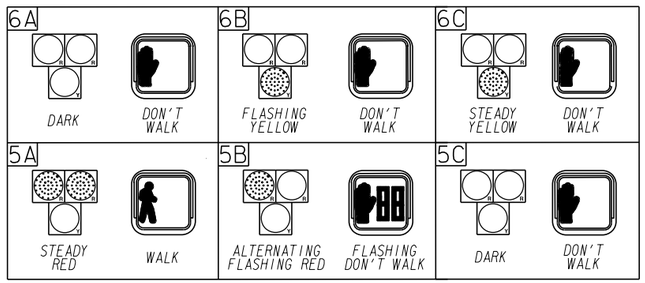
R10-23 (24"X30")

PEDESTRIAN SIGNS



R10-3e(L) 9" X 15" R10-3e(MOD) 9" X 15" R10-3e(R) 9" X 15"

SIGNAL DISPLAY SEQUENCE



NOTE:
1. INSTALL ACCESSIBLE / AUDIBLE PEDESTRIAN SIGNAL PUSH BUTTON ASSEMBLIES PER PROWAG AND MUTCD.

SIGNAL LEGEND

- PROPOSED SIGNAL HEAD
- PROPOSED 4-SECTION SIGNAL HEAD
- EXISTING SIGNAL HEAD
- PROPOSED LED HYBRID BEACON SIGNAL HEAD
- RELOCATED SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD

DETECTION LEGEND

- PROPOSED VIRTUAL DETECTION ZONE
- PROPOSED INDUCTIVE LOOP
- PROPOSED VIDEO DETECTION CAMERA
- PROPOSED MAGNETOMETER
- PROPOSED RADAR

GDOT Georgia Department of Transportation

Kimley»Horn

SCALE IN FEET 0 30 60 120

REVISION DATES		

SIGNAL PLANS
SR 8; SR 20; SR 60 & GWINNETT DRIVE @ 4 LOCS; SIGNAL INSTALLATION NO. 4 SR 60 - 600'S OF HUBERT STEPHENS RD

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		27-0007
CORRECTED:		DATE:		
VERIFIED:		DATE:		

336S CABINET INPUT FILES ASSIGNMENT															
SLOT		1	2	3	4	5	6	7	8	9	10	11	12	13	14
TYPE										DC	TBA	TBA	DC	DC	DC
CARD										DC ISO			DC ISO	DC ISO	DC ISO
CHANNEL 1	CI PIN	56	39	58	41	55	40	57	42	51	71	72	67	68	81
	FUNCTION	Ph 1	Ph 2	Ph 3	Ph 4	Ph 5	Ph 6	Ph 7	Ph 8	SE 1	EVA	EVB	Ph 2 PED	Ph 6 PED	FLASH
	FIELD TERM	TB7 1,2	TB7 5,6	TB7 9,10	TB8 1,2	TB8 5,6	TB8 9,10	TB9 1,2	TB9 5,6	TB5 1,2	TB5 5,6	TB5 9,10	TB4 1,2	TB4,5,6	N/C
	DET. NUMBER	1	3	9	11	19	21	29	31						
	LN. ASSIGN.														
CHANNEL 2	CI PIN	47	43	49	45	48	44	50	46	52	73	74	69	70	82
	FUNCTION	Ph 2 CALL	Ph 2	Ph 4 CALL	Ph 4	Ph 6 CALL	Ph 6	Ph 8 CALL	Ph 8	R/R	EVC	EVD	Ph 5 PED	Ph 8 PED	STOP TIME
	FIELD TERM	TB7 3,4	TB7 7,8	TB7 11,12	TB8 3,4	TB8 7,8	TB8 11,12	TB9 3,4	TB9 7,8	TB5 3,4	TB5 7,8	TB5 11,12	TB4 3,4	TB4 7,8	N/C
	DET. NUMBER	7	4	15	12	25	22	35	32						
	LN. ASSIGN.												PHASE 5		

LIST OF MATERIALS FOR TRAFFIC SIGNAL INSTALLATION - NO. 4
LOCATION: SR 60 / THOMPSON BRIDGE RD
CITY OF MURRAYVILLE
QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY
CONTRACTOR SHALL FIELD VERIFY PRIOR TO ORDERING MATERIALS

LIST OF MATERIALS	UNIT	QUANTITY
CONTROLLER CABINET ASSEMBLY, MODEL 336S (EIGHT PHASE)	EA	1
A. CONTROLLER UNIT, MODEL 2070LX	EA	1
B. SWITCH PACK	EA	5
C. DC ISOLATOR	EA	3
E. 2018 KCLIP CONFLICT MONITOR (EXTENDED FEATURE, ETHERNET CAPABLE)	EA	1
CPU CARD	EA	1
SURGE PROTECTOR, PC642-200 (OR EQUIVALENT)	EA	1
IN-CABINET UNINTERRUPTIBLE POWER SUPPLY (ETHERNET CAPABLE)	EA	1
POWER METER AND DISCONNECT UNIT FOR ELECTRICAL SERVICE (INCLUDES 5' PEDESTAL POST, COMPLETE WITH BASE)	EA	1
LOOP/PED LEAD-IN WIRE, 3 PAIR, 18 AWG; SHIELDED, TWISTED PER 1000 FT	REEL	1
SIGNAL CABLE, 7 CONDUCTOR, 14 AWG; PER 1000 FT	REEL	1
3-SECTION (T-SHAPED), ONE-WAY, 12" EXPANDED VIEW SIGNAL HEAD, LED "INCANDESCENT LOOK", PLASTIC (STANDARD PEDESTRIAN HYBRID BEACON CONFIGURATION - RED, RED, YELLOW)	EA	4
BACKPLATE FOR ONE-WAY, 3-SECTION, 12" SIGNAL HEAD (T-SHAPED), ABS PLASTIC, LOUVERED, BLACK	EA	4
1-SECTION, ONE-WAY, 18" LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, FULL HAND/MAN OVERLAP 9" HIGH NUMBERS AND 12" SYMBOLS	EA	2
PEDESTRIAN PUSH BUTTON STATION, w/ BUTTON AND SIGN, TP B 9" X 15", R10-3e, (L)EFT OR (R)IGHT OR (MOD)IFIED, COUNTDOWN	EA	3
HARDWARE FOR MAST ARM MOUNTING	EA	4
HARDWARE FOR SIDE-OF-POLE MOUNTING, ONE-WAY, BRACKET ASSEMBLY	EA	1
HARDWARE FOR TOP-OF-POLE MOUNTING, ONE-WAY, BRACKET ASSEMBLY	EA	1
PULLBOX, TP 2	EA	2
PULLBOX, TP 4	EA	1
CONDUIT, NONMETAL, TP 3, 2"	LF	120
DIRECTIONAL BORE - 5"	LF	60
GRS FOR POWER	LS	1
PEDESTAL POLE, 5', COMPLETE WITH SQUARE BASE	EA	1
PEDESTAL POLE, 10', COMPLETE WITH SQUARE BASE	EA	1
MISC MATL TO COMPLETE INSTALLATION	LS	1

NO.	LIST OF PAY ITEMS	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL, NO - 4	LS	1
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	20
639-3004	STEEL STRAIN POLE, TP IV, w/ 50' MAST ARM	EA	1
647-1020	PHB INSTALLATION, NO-4	LS	1
926-2104	WIRELESS SYSTEM, TYPE 4	EA	1
937-4100	PEDESTRIAN DETECTION SYSTEM, NO - 4	LS	1

GDOT Georgia Department of Transportation

Kimley»Horn

N.T.S

REVISION DATES

SIGNAL PLANS
SR 8; SR 20; SR 60 & GWINNETT DRIVE @ 4 LOCS; SIGNAL INSTALLATION NO. 4
SR 60 - 600'S OF HUBERT STEPHENS RD

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		27-0008
CORRECTED:		DATE:		
VERIFIED:		DATE:		

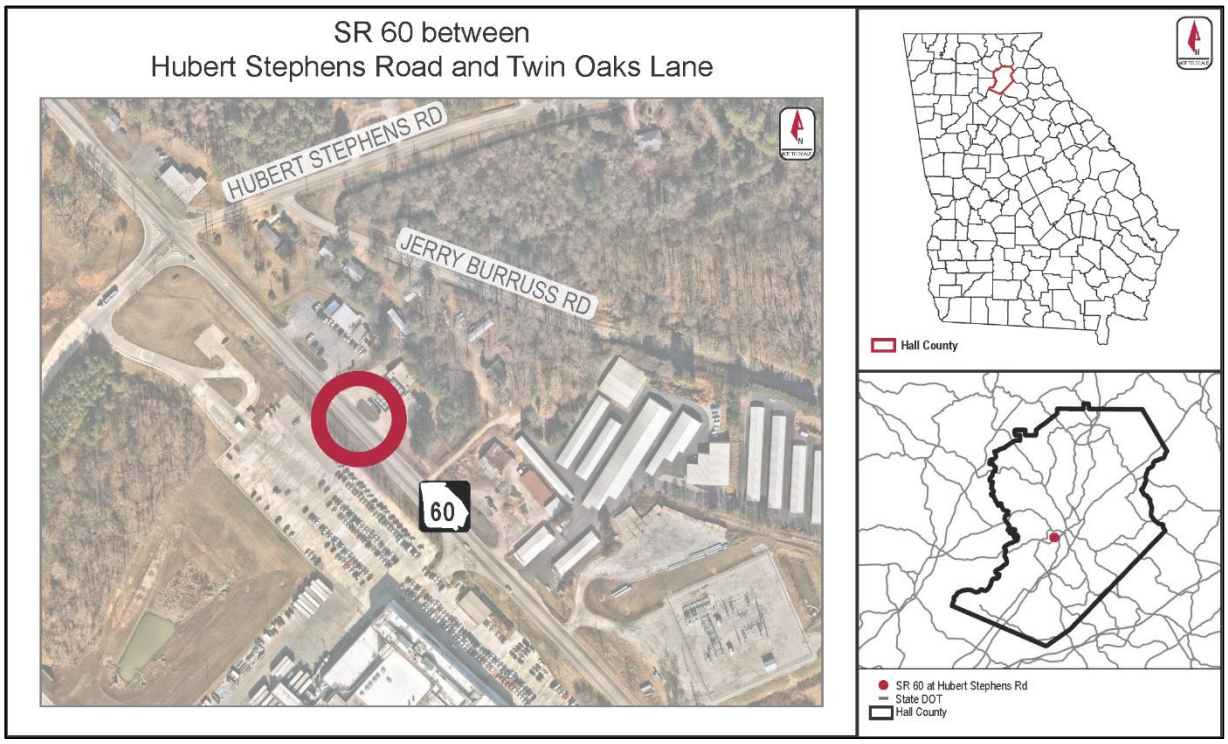
GPLN-CE
11/05/2020

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Traffic Engineering Study

Pedestrian Crossing

October 2025



PRIMARY ROUTE: SR 60 (Thompson Bridge Road)

SECONDARY ROUTE: Hubert Stephens Road

GDOT DISTRICT: 1

CONGRESSIONAL DISTRICT: 9

COUNTY: Hall

CITY: Murrayville

PREPARED BY: Clark Kennedy, P.E., PTOE, RSP_1, Kimley-Horn

The Georgia Department of Transportation (GDOT) Office of Traffic Operations is evaluating locations with high incidences of bicycle and pedestrian crashes occuring in District 1. A network screening completed in early 2023 considered risk factors such as crash data from January 1, 2013, to December 31, 2022, roadway traffic volumes, and roadway geometry. Based on this analysis, four locations in District 1 were identified for the installation of a mid-block pedestrian crossing treatment to improve safety for vulnerable road users. These locations with pedestrian enhancements were packaged together and programmed as project P.I. 0020197.

One of the locations is a segment of SR 60 (Thompson Bridge Road) between Hubert Stephens Road and Twin Oaks Lane in Hall County, Georgia. A four step process was used to study the potential for a pedestrian crossingn at SR 60 near Hubert Stephens Road. The process includes:

1. Evaluating if a pedestrian crossing (of any kind) is desirable at this location;
2. Identifying the optimal crossing location;
3. Identifying the appropriate crossing treatment; and
4. Completing an economic analysis of this crossing.

1. CROSSING DESIRABILITY

Existing Conditions

Figure 1 shows the proposed location of the mid-block crossing, as well as pedestrian trip generators/attractors in the surrounding area, posted roadway speed limits, and the locations and severities of pedestrian crashes.

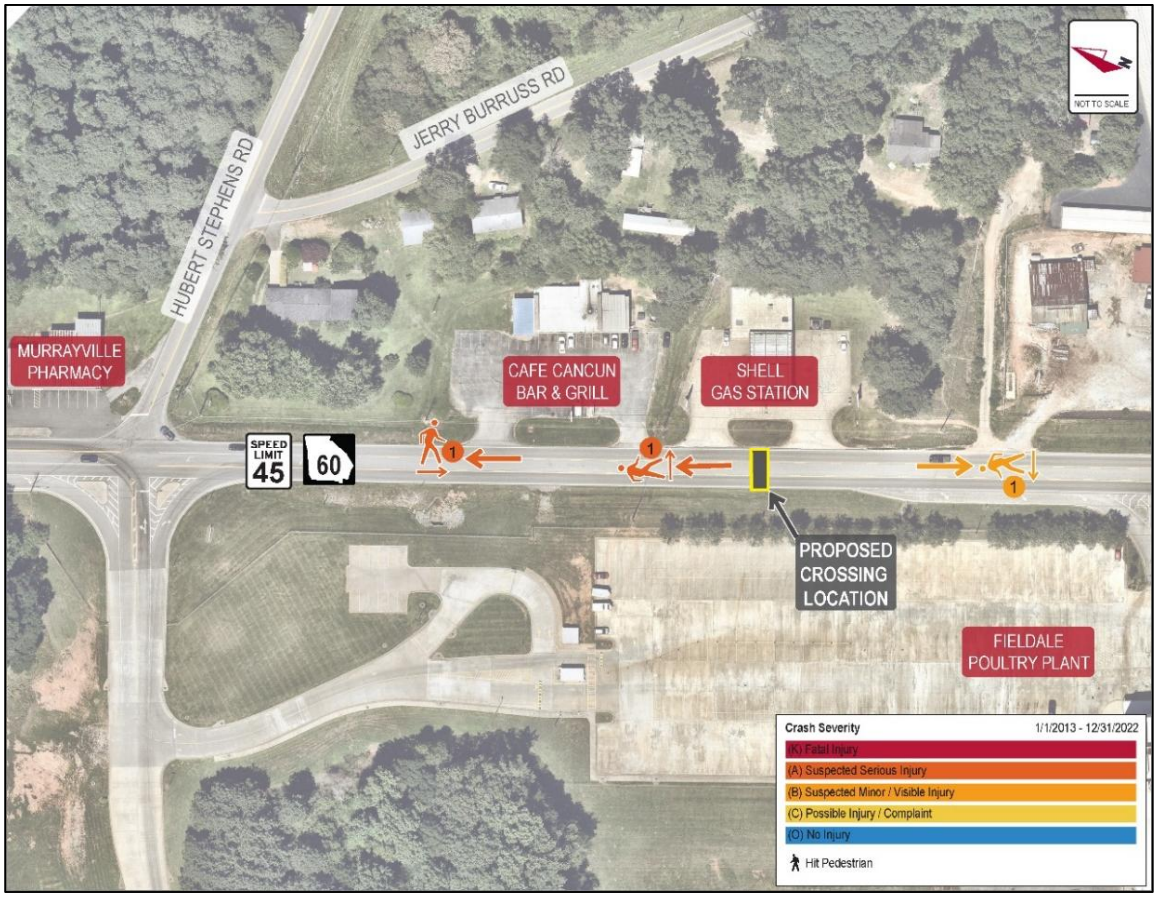


Figure 1: Project Location

The section of SR 60 (Thompson Bridge Road) between Hubert Stephens Road and Twin Oaks Lane was identified as a potential location for implementation of a mid-block pedestrian crossing. This segment of SR 60 is a three-lane principal arterial located in Murrayville in Hall County, Georgia. The corridor has a posted speed limit of 45 miles per hour (mph) with commercial development on both sides of the roadway. There are no sidewalks provided on SR 60 throughout the segment. Overhead street lighting is absent from both sides of the roadway but there is supplemental lighting from surrounding businesses adjacent to the study area. This segment of SR 60 has an 85th percentile speed of approximately 57 mph southbound and 58 mph northbound, which are both higher than the posted speed limit of 45 mph. The current roadway cross-section is comprised of one northbound travel lane, one southbound travel lane, and a center two-way left-turn lane (TWLTL).

Figure 2 depicts approximate property lines surrounding the study intersection. Approximately 100 feet of public right-of-way (ROW) is available along SR 60 at the proposed crossing site.

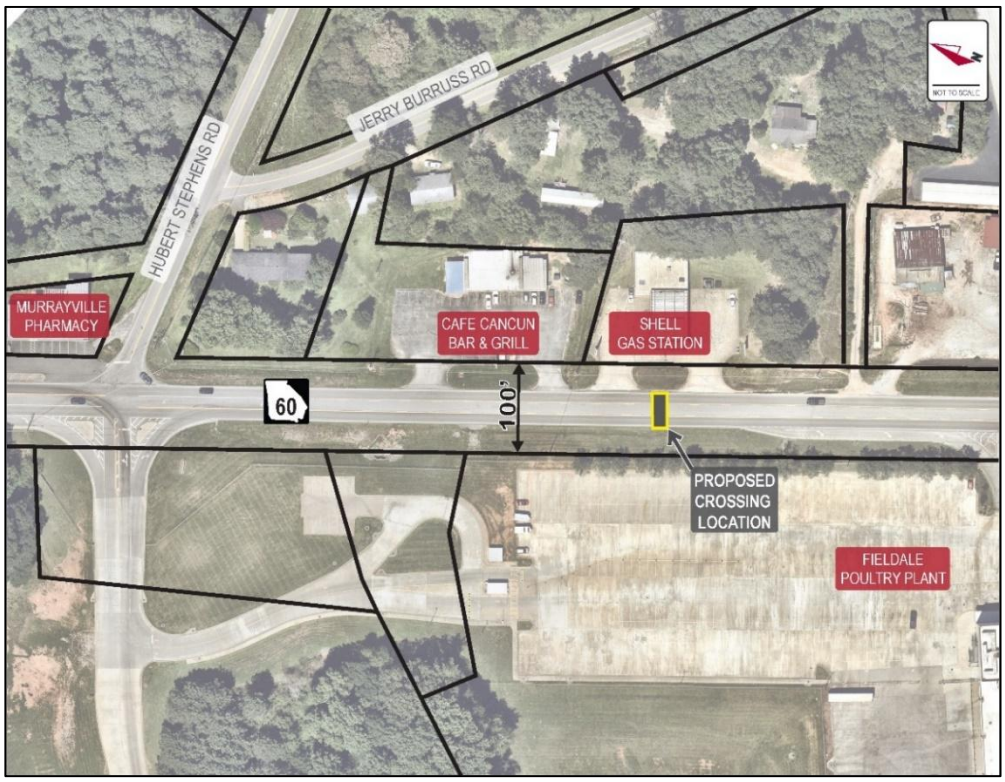


Figure 2: Approximate Available Right-of-Way

Ongoing Projects

The GDOT GeoPI database, the Georgia Operational and Safety Information System (GOASIS), the Georgia Permit Application System (GPAS), and historical aerial imagery were reviewed to identify any recently completed, programmed, and/or planned projects near the study location. SR 60 from south of SR 136 to north of CR 158 (Yellow Creek Road) (P.I. 132610) is a long-range widening project with a projected construction year of 2030 and includes a proposed roundabout at the intersection of SR 60 at Hubert Stephens Road.

Pedestrian Generators

The pedestrian trip generators in the area include the following:

- Murrayvile Pharmacy
- Café Cancun Bar and Grill
- Shell Gas Station
- Fieldale Farms Poultry Farm

Gas station convenience stores and restaurants are typically large generators of pedestrian traffic. With the other land use in the area being a large poultry processing plant, the convenience store and restaurant will act as large generators for the people who work at the plant.

Demographic Data

In addition to the nearby land uses, the Social Vulnerability Index (SVI) data was also considered when determining pedestrian travel needs of the area. SVI data from the Centers of Disease Control and Prevention (CDC) shows the study area is located between two census tracts with an overall SVI score of 0.4653. In addition to the overall score, SVI data for the census tract is broken further into four sub-categories, the average scores for which are as follows:

- Socioeconomic status: 0.3369
- Household characteristics: 0.5448
- Racial and Ethnic Minority Status: 0.1130
- Housing Type and Transportation: 0.6606

The overall SVI score and the scores of the four subcategories all indicate a low to medium level of vulnerability for this area.

Pedestrian Crashes

Between January 1, 2015 and December 31, 2024, three pedestrian crashes were reported along the study section of SR 60. Using the National Safety Council's (NSC) "KABCO" injury severity scale, two were "serious injury" crashes (KABCO "A" rating) and one was a "visible injury" crash (KABCO "B" rating). These crashes occurred at the following times:

- On November 2, 2016 at 10:40 PM, a B-injury crash occurred approximately 350 feet south of the proposed crossing during dark conditions.
- On September 27, 2017 at 4:52 PM, an A-injury crash occurred approximately 100 feet north of the proposed crossing during daylight conditions.
- On July 24, 2020 at 10:45 PM, an A-injury crash occurred approximately 300 feet north of the proposed crossing during dark conditions.

A 10-year crash history is provided as justification for this project location. Given that crashes are random and may occur at a similar rate over time, the justification for the project is anticipated to remain valid throughout the project lifecycle.

Pedestrian and Vehicular Volumes

Pedestrian counts were collected on Wednesday, April 10, 2024 from 6:00 AM to 6:00 PM for the segment of SR 60 located between the Shell Gas Station driveway and the Fieldale Farms Poultry driveway, and a total of 48 pedestrians were observed crossing SR 60 at the study location. Vehicular average annual daily traffic was gathered from the GDOT Traffic Analysis and Data Application (TADA!) website. The collected pedestrian counts are provided in **Attachment A**, and the count data for both pedestrians and vehicles are summarized in **Table 1** and **Table 2** respectively.

Table 1: Pedestrian Count Data

Peak Period	Peak Hour		Peak (2 Hours)		Peak (3 Hours)		Daily Count Total
	Time	Ped Count	Time	Ped Count	Time	Ped Count	Ped Count
Weekday Count Data	7:15 AM - 8:15 AM	13	6:15 AM - 8:15 AM	16	6:15 AM - 9:15 AM	18	48

Table 2: GDOT TADA! Count Station Data

Count Station ID	Location	2022 AADT (vpd) and Peak Hour Volume (AM/PM)	Heavy Vehicle Percentage
139-0323	SR 60, 1.3 miles south of Hubert Stephens Rd	10,800 (828 vph/1,040 vph)	9%

2. TREATMENT SELECTION

Federal Highway Administration (FHWA) Guidance

Table 1 from the Federal Highway Administration (FHWA) *Guide for Improving Pedestrian Safety at Uncontrolled Locations* provides guidance for evaluating various pedestrian-crossing treatment types based on vehicular traffic volumes, vehicle speeds, and roadway configuration at a given location. This table is shown in **Figure 3** with a red outline highlighting the relevant crossing treatments for the study location.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	● 1 2 4 5 6	● 5 6 7 9	○ 5 6 ● 7 9	● 4 5 6	● 5 6 7 9	○ 5 6 ● 7 9	4 5 6 7 9	○ 5 6 7 9	○ 5 6 9
3 lanes with raised median (1 lane in each direction)	● 1 2 3 4 5	● 3 5 7 9	○ 3 5 ● 7 9	○ 3 4 5 7 9	○ 3 5 ● 7 9	○ 3 5 ● 7 9	○ 3 4 5 7 9	○ 3 5 ● 7 9	○ 3 5 9
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	● 1 2 3 4 5 6 7 9	● 3 5 6 7 9	○ 3 5 6 9	○ 3 4 5 6 7 9	○ 3 5 6 ● 7 9	○ 3 5 6 9	○ 3 4 5 6 7 9	○ 3 5 6 9	○ 3 5 6 9
4+ lanes with raised median (2 or more lanes in each direction)	● 3 5 7 8 9	● 3 5 7 8 9	○ 3 5 8 9	○ 3 5 7 8 9	○ 3 5 ● 7 8 9	○ 3 5 8 9	○ 3 5 ● 7 8 9	○ 3 5 8 9	○ 3 5 8 9
4+ lanes w/o raised median (2 or more lanes in each direction)	● 3 5 6 7 8 9	○ 3 5 6 7 8 9	○ 3 5 6 8 9	○ 3 5 6 7 8 9	○ 3 5 6 ● 7 8 9	○ 3 5 6 8 9	○ 3 5 6 ● 7 8 9	○ 3 5 6 8 9	○ 3 5 6 8 9

Given the set of conditions in a cell,

\# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

*Refer to Chapter 4, 'Using Table 1 and Table 2 to Select Countermeasures,' for more information about using multiple countermeasures.
**It should be noted that the PHB and RRFB are not both installed at the same crossing location.

Figure 3: FHWA Pedestrian Crossing Treatment Recommendation

Based on the corridor's existing cross-section, posted speed limit of 45 mph, and an Annual Average Daily Traffic (AADT) of 10,800 vehicles per day (vpd), Table 1 indicates the following crossing treatments are appropriate for this location:

- High-visibility crosswalk markings with signage and lighting (in conjunction with other identified countermeasures)
- Advance "Stop Here for Pedestrians" signage with stop lines
- Curb extensions
- Pedestrian refuge island
- Pedestrian hybrid beacon (PHB)

Some alternatives included in Table 1, such as an in-street pedestrian crossing sign, a raised crosswalk, or a rectangular rapid-flashing beacon (RRFB), are explicitly not recommended by

FHWA due to the existing roadway's three-lane cross-section, speed limit of 45 mph, and traffic volume characteristics. In-street pedestrian crossing signs are less conspicuous, and thus less effective, and more susceptible to damage on higher speed, higher volume roads. Although raised crosswalks provide a traffic calming effect and reduce the need for pedestrian ramps at a mid-block crossing, they often create larger safety concerns for roadways with travel speeds higher than 30 mph since motorists may have difficulty seeing the raised portion of the road while traveling at higher speeds and subsequently may not slow down. Additionally, raised crosswalks also can make it more difficult for large trucks to navigate the roadway. RRFBs typically are not recommended for higher speed, higher volume roadways since higher travel speeds reduce the visibility of the device's flashing beacons—vehicles traveling at higher speeds require more stopping distance and the flashing beacons may not provide enough advanced warning to motorists.

Of the Table 1 treatments that may be appropriate for the study location, a pedestrian hybrid beacon (PHB) with high-visibiolity crosswalk markings and a pedestrian refuge island were determined to be an appropriate crossing treatments for this location based on the location's risk factors, including the concentration of pedestrian generators and high vehicular travel speeds (57 mph southbound and 58 mph northbound). Additionally, there is a documented history of pedestrian crashes at the location (three injury crashes in the past ten years), pedestrian crossing activity is high (48 pedestrians during a 12-hour data collection period), and the study area has an SVI score of 0.4653, indicating that this community may be susceptible to fatal and serious-injury pedestrian crashes. FHWA recommends PHBs for higher speed, higher volume roadways since they provide a stronger, more explicit command for traffic to stop. PHBs provide a solid red indication, requiring motorists to stop, instead of flashing yellow lights, which relies on motorists to yield.

Although the east side of SR 60 has some sections of curb near the study location, the west side does not and therefore, the curb extension treatments would require the installation of curb and gutter on the west side of SR 60. Additionally, the curb extension treatments would require the capacity of SR 60 to be reduced and are therefore not recommended. Advance "Stop Here for Pedestrians" signage with stop lines were not selected, since other signage and pavement markings are used with PHBs.

Manual on Uniform Traffic Control Devices (MUTCD) Guidance

In addition to the guidance provided by FHWA, Figure FJ-2 in the MUTCD can be used to assist in determining whether a PHB would be appropriate based on traffic and pedestrian volume criteria as well as the roadway characteristics. The criteria in Figure 4J-2 of the MUTCD are satisfied if the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrian per hour crossing (for any four consecutive 15-minute periods) falls above the applicable curve.

Figure 4 depicts the study area's traffic and pedestrian volume data against the curve provided in Figure FJ-2. Using the data from the 12-hour pedestrian counts and crossing distance of 35 feet, this location does not satisfy the volume thresholds for a PHB. However, the MUTCD still allows for installation of a PHB at locations where the criteria are not satisfied, based on engineering judgment and the needs of the location. Therefore, a PHB is still an appropriate crossing treatment for this location based on the location's risk factors and need, including the concentration of pedestrian generators, high vehicular travel speeds (57 mph southbound and 58 mph northbound), AADT volume (10,800 vpd), and documented crash history.

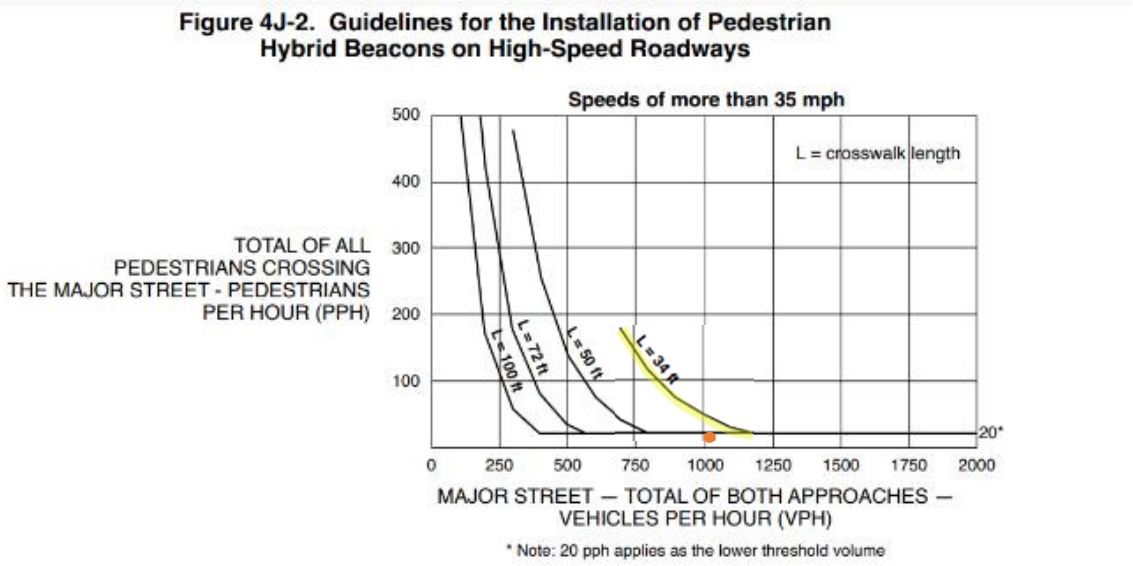


Figure 4: MUTCD PHB Guidelines Based on Volumes

Preferred Treatment

Based on guidance provided by FHWA and the MUTCD and considering the crash history, high vehicular travel speeds (57 mph southbound and 58 mph northbound), traffic volume (10,800 vpd), and concentration of pedestrian generators, a PHB is the recommended pedestrian crossing treatment for this section SR 60. High-visibility crosswalk markings, advanced warning signage, stop lines, and a pedestrian refuge island are recommended to be installed in conjunction with the PHB. However, due to the adjacent proposed roundabout project, this is proposed as a temporary pedestrian crossing facility and is anticipated to be removed upon completion of a future project that would construct enhanced pedestrian facilities at the adjacent intersection of SR 60 at Hubert Stephens Road.

GDOT is proactively building a safe system by designing infrastructure for our most vulnerable road users for maximum compliance since humans make mistakes and are vulnerable. The proposed design is recommended to include a slight shift in direction for pedestrians in the center refuge island, which also allows for a larger refuge in the center median island and positions pedestrians to face conflicting traffic within the median. The proposed PHB is recommended to provide sufficient pedestrian clearance time, or pedestrian countdown indication, to allow a pedestrian to cross both directions of travel in a single stage, but the proposed median provides refuge for pedestrians that are able to cross one direction of travel but not both. Additionally, pedestrian push buttons are proposed to be provided in the median to activate the PHB if a pedestrian were to cross one direction of travel and stop in the median refuge.

The benefits of this crossing treatment are:

- Assigns right-of-way to pedestrians and provides positive stop control
- Improves motorist awareness of pedestrians
- Reduces crash potential for both pedestrians and vehicles
- Reduces vehicular delay in comparison to a traffic signal by allowing motorists to proceed once all pedestrians have cleared the travel lane

3. CROSSING LOCATION EVALUATION

Pedestrians crossing SR 60 mid-block between Hubert Stephens Road and Twin Oaks Lane are likely traveling between the Fieldale Farms Poultry Farm on the west side of SR 60 and the commercial businesses on the east side of SR 60. Potential desire lines for pedestrians

crossing traffic are between the poultry plant on the west side of SR 60 and the businesses, such as the convenience store and restaurant, located on the east side of SR 60. The American Association of State Highway and Transportation Officials (AASHTO) *Guide for the Planning, Design, and Operation of Pedestrian Facilities* recommends that mid-block crossings be installed more than 100 feet from any driveway or intersection, and more than 300 feet from any signalized intersection. It is not feasible to install the crossing facility 100 feet away from any driveway or intersection at this location due to the concentration of access points along this section of SR 60; however, the proposed crossing location is more than 300 feet away from the nearest signalized intersection at Price Road/Village View Drive, and more than 550 feet from Hubert Stephens Road, the nearest side street.

The proposed design location for the mid-block crossing, south of Hubert Stephens Road and directly in front of the Shell gas station, was selected to best capture pedestrian trips between the poultry plant and two businesses on the east side of SR 60 that workers would likely frequent. This location is also located north of the right-turn lane for vehicles turning into the Fieldale Farms driveway to the south. There is a culvert with rock outlet as well as a drainage ditch located along the west side of SR 60 within the study limits. This drainage area was avoided when selecting the proposed crossing location due to the placement of the mast arm, which is proposed to be installed on the west side of the roadway. There are no significant horizontal or vertical curves within the study area.

Additionally, this location was chosen due to the pedestrian crashes from this study segment occurring near the proposed crossing location, as well as anecdotal evidence of pedestrian activity, such as a worn trail, being seen here on Google Street View and proximity to pedestrian generators, such as the Shell gas station.

Stopping sight distance (SSD) was evaluated based on AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-1. SSD requirements and measurements are summarized in **Table 3**.

Table 3: Sight Distance

SR 60 between Hubert Stephens Rd and Twin Oaks Ln		Required (AASHTO Green Book Table 3-1)	Measured
Stopping Sight Distance (ft)	SB	360	1000
	NB	360	950

4. ECONOMIC ANALYSIS

Improvement: The recommended improvement is a PHB crossing SR 60 south of Hubert Stephens Road with a pedestrian refuge island—via **Menu of Services Design (MOSD).**

The individual B/C for the proposed mid-block crossing located on SR 60 is 9.90. The B/C for the combined package of all four PHB locations proposed as part of P.I. 0020197 is 9.23. A detailed Benefit-Cost Analysis spreadsheet is included in **Attachment B**.

Estimated Cost	
PE	$55,000
UTL	$15,000
ROW	$0
CST	$250,000
Total	$320,000

Estimated Safety Benefit Cost

The Federal Highway Administration (FHWA) Crash Modification Factors (CMF) Clearinghouse suggests a reduction of 56 percent in pedestrian crashes (CMF ID 9021) of all severities.

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$372{,}680}{\$37{,}640}$$

Safety B/C = 9.90

5. RECOMMENDATIONS

A pedestrian crossing facility is recommended across the section of SR 60 near Hubert Stephens Road based on the volume of pedestrians crossing SR 60 at this location, the history of pedestrian crashes in the study area, the number of lanes, and the vehicle AADT along SR 60. There have been three pedestrian crashes at this location since 2013, all of which were injury crashes. Additionally, 48 pedestrians were observed crossing this section of SR 60 between 6:00 AM and 6:00 PM during data collection on April 10, 2024. Pedestrian trip generators in the area include a gas station and restaurant, and a pedestrian hybrid beacon (PHB) with a median refuge island at the proposed location will provide safer crossing treatment for pedestrians in the study area. The proposed design also recommends a staggered crossing path, allowing pedestrians refuge in the median island if needed, but with sufficient pedestrian clearance time to cross in a single stage for most pedestrians. This is proposed as a temporary pedestrian crossing facility and is anticipated to be removed upon completion of a future project that would construct enhanced pedestrian facilities at the adjacent intersection of SR 60 at Hubert Stephens Road.

RECOMMENDED BY: _____ DATE: 10/9/2025

Clark Kennedy, P.E., PTOE, RSP_1

Kimley-Horn Project Manager

RECOMMENDED BY: _____ DATE: _____

Ron Knezevich, PE, RSP_{2i}

State Safety Engineering Supervisor

RECOMMENDED BY: _____ DATE: _____

Jonathan Peevy, P.E.

District Traffic Engineer

6. LIST OF ATTACHMENTS

Attachment A: Pedestrian Volume Counts

Attachment B: B/C Calculation

Attachment A:

Pedestrian Volume Counts

Pedestrian Count || EB WB 15min

Gwinnett & Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Ped Zone 4

Date
Wednesday, April 10, 2024

Weather
Cloudy
65°F

Click here for Detailed Weather

Lat/Long
34.413047, -83.900566

Click here for Map

0600 - 1800 (12h Session)
EB WB 15min

	Eastbound			Westbound				
TIME	Peds	P/Cycle	Total	Peds	P/Cycle	Total	15min Total	60min Total
0600 - 0615	0	0	**0**	0	0	**0**	**0**	
0615 - 0630	0	0	**0**	0	0	**0**	**0**	
0630 - 0645	0	0	**0**	0	0	**0**	**0**	
0645 - 0700	1	0	**1**	1	0	**1**	**2**	**2**
0700 - 0715	1	0	**1**	0	0	**0**	**1**	
0715 - 0730	0	0	**0**	1	0	**1**	**1**	
0730 - 0745	3	0	**3**	2	0	**2**	**5**	
0745 - 0800	3	0	**3**	1	0	**1**	**4**	**11**
0800 - 0815	0	0	**0**	3	0	**3**	**3**	
0815 - 0830	0	0	**0**	0	0	**0**	**0**	
0830 - 0845	0	0	**0**	0	0	**0**	**0**	
0845 - 0900	1	0	**1**	0	0	**0**	**1**	**4**
0900 - 0915	0	0	**0**	1	0	**1**	**1**	
0915 - 0930	0	0	**0**	0	0	**0**	**0**	
0930 - 0945	0	0	**0**	0	0	**0**	**0**	
0945 - 1000	0	0	**0**	0	0	**0**	**0**	**1**
1000 - 1015	0	0	**0**	0	0	**0**	**0**	
1015 - 1030	0	0	**0**	0	0	**0**	**0**	
1030 - 1045	2	0	**2**	1	0	**1**	**3**	
1045 - 1100	1	0	**1**	1	0	**1**	**2**	**5**
1100 - 1115	2	0	**2**	2	0	**2**	**4**	
1115 - 1130	0	0	**0**	1	0	**1**	**1**	
1130 - 1145	0	0	**0**	0	0	**0**	**0**	
1145 - 1200	0	0	**0**	0	0	**0**	**0**	**5**
1200 - 1215	0	0	**0**	0	0	**0**	**0**	
1215 - 1230	0	0	**0**	0	0	**0**	**0**	
1230 - 1245	0	0	**0**	0	0	**0**	**0**	
1245 - 1300	0	0	**0**	0	0	**0**	**0**	**0**
1300 - 1315	0	0	**0**	0	0	**0**	**0**	
1315 - 1330	0	0	**0**	0	0	**0**	**0**	
1330 - 1345	0	0	**0**	0	0	**0**	**0**	
1345 - 1400	3	0	**3**	1	0	**1**	**4**	**4**
1400 - 1415	1	0	**1**	3	0	**3**	**4**	
1415 - 1430	0	0	**0**	0	0	**0**	**0**	
1430 - 1445	0	0	**0**	0	0	**0**	**0**	
1445 - 1500	0	0	**0**	0	0	**0**	**0**	**4**
1500 - 1515	0	0	**0**	0	0	**0**	**0**	
1515 - 1530	0	0	**0**	0	0	**0**	**0**	
1530 - 1545	0	0	**0**	0	0	**0**	**0**	
1545 - 1600	0	0	**0**	0	0	**0**	**0**	**0**
1600 - 1615	1	0	**1**	1	0	**1**	**2**	
1615 - 1630	0	0	**0**	1	0	**1**	**1**	
1630 - 1645	2	0	**2**	1	0	**1**	**3**	
1645 - 1700	1	0	**1**	2	0	**2**	**3**	**9**
1700 - 1715	1	0	**1**	1	0	**1**	**2**	
1715 - 1730	1	0	**1**	0	0	**0**	**1**	
1730 - 1745	0	0	**0**	0	0	**0**	**0**	
1745 - 1800	0	0	**0**	0	0	**0**	**0**	**3**

Session Total	24	0	**24**	24	0	**24**	**48**
Session Average	0.50	0.00	**0.50**	0.50	0.00	**0.50**	**1.00**
Session Percentage	100.00	0.00	**50.00**	100.00	0.00	**50.00**	

Attachment B:

Benefit-Cost Calculations

BENEFIT COST ANALYSIS WORKSHEET

23-1021 D1 Pedestrian Improvements - SR 60
Gwinnett County, GA
Pedestrian Hybrid Beacon (PHB)

Years for Crash Data =	10

CRASH DATA for 10 YEARS (KABCO System)			
Severity Description	Severity Symbol	No. Crashes	Crash Rate (per year)
Fatal	K	0	0.00
Incapacitating injury	A	2	0.20
Non-incapacitating injury	B	1	0.10
Possible injury	C	0	0.00
Property Damage Only (PDO)	O	0	0.00
All	KABCO	3	0.30

Crash Costs		
Severity Description	Symbol	Value
Fatal	C_k	$13,580,000
Incapacitating injury	C_A	$3,000,000
Non-incapacitating injury	C_B	$655,000
Possible injury	C_C	$140,000
Property Damage Only	C_O	$30,000
Maintenance	C_m	$5,000

BC CALCULATION PARAMETERS AND VALUES			
Description	Symbol	Value	
Reduction Factor (Fatal and Injury Crashes, KABC)	CRF_{KABC}	56%	CMF ID 9021
Reduction Factor (PDO Crashes, O)	CRF_O	56%	CMF ID 9021
Capital Recovery Factor	E_k	0.102	
Initial Improvement Cost (Itemized Cost Estimate)	C_i	$320,000	
Maintenance / Operating Cost (per year)	C_m	$5,000	

Q = Weighted Cost of Fatal and Injury Crashes => $\dfrac{(C_k \times K) + (C_A \times A) + (C_B \times B) + (C_C \times C)}{K + A + B + C}$ **= $2,218,333**

B = Benefit => $Q\,(K + A + B + C)\,(CRF_{KABC}) + C_O\,(O)\,(CRF_O)$ **= $372,680**

C = Cost => $C = E_k\,(C_i) + C_m$ **= $37,640**

B/C = Benefit/Cost Ratio => **B/C** **= 9.9**

BENEFIT COST ANALYSIS FACTOR DEFINITIONS

K: Average annual number of collisions involving fatalities during study period

A: Average annual number of collisions involving incapacitating injuries for the period of the study

B: Average annual number of collisions involving non-incapacitating injuries for the period of the study

C: Average annual number of collisions involving possible (not visible) injuries for the period of the study

C: Average annual number of collisions involving only property damage for the period of the study

CRF_{KABC}: Percentage of reduction in fatal and injury crashes by type (correctable crashes)

CRF_{O}: Percentage of reduction in property damage only crashes by type (correctable crashes)

C_k: Average cost per fatal crash

C_A: Average cost per incapacitating injury crash

C_B: Average cost per non-incapacitating injury crash

C_C: Average cost per possible injury (not visible injury) crash

C_O: Average cost per property damage only crash

Q: Weighted cost of fatal and injury crashes

E_k: Capital recovery factor based on countermeasure (proposed alternative) life

C_i: Estimated initial cost of the countermeasure (cost of the improvement including Right of Way)

C_m: Estimated annual maintenance and operating cost of the countermeasure

BENEFIT COST ANALYSIS WORKSHEET

23-1021 D1 Pedestrian Improvements - All Locations

Gwinnett County, GA

Pedestrian Hybrid Beacon (PHB)

Years for Crash Data =	10

CRASH DATA for 10 YEARS (KABCO System)			
Severity Description	Severity Symbol	No. Crashes	Crash Rate (per year)
Fatal	K	1	0.10
Incapacitating injury	A	3	0.30
Non-incapacitating injury	B	3	0.30
Possible injury	C	2	0.20
Property Damage Only (PDO)	O	0	0.00
All	KABCO	9	0.90

Crash Costs		
Severity Description	Symbol	Value
Fatal	C_k	$13,580,000
Incapacitating injury	C_A	$3,000,000
Non-incapacitating injury	C_B	$655,000
Possible injury	C_C	$140,000
Property Damage Only	C_O	$30,000
Maintenance	C_m	$20,000

BC CALCULATION PARAMETERS AND VALUES			
Description	Symbol	Value	
Reduction Factor (Fatal and Injury Crashes, KABC)	CRF_{KABC}	56%	CMF ID 9021
Reduction Factor (PDO Crashes, O)	CRF_O	56%	CMF ID 9021
Capital Recovery Factor	E_k	0.102	
Initial Improvement Cost (Itemized Cost Estimate)	C_i	$1,280,000	
Maintenance / Operating Cost (per year)	C_m	$20,000	

Q = Weighted Cost of Fatal and Injury Crashes => $\dfrac{(C_k \times K) + (C_A \times A) + (C_B \times B) + (C_C \times C)}{K + A + B + C}$ **= $2,758,333**

B = Benefit => $Q\,(K + A + B + C)\,(CRF_{KABC}) + C_O\,(O)\,(CRF_O)$ **= $1,390,200**

C = Cost => $C = E_k\,(C_i) + C_m$ **= $150,560**

B/C = Benefit/Cost Ratio => **B/C** **= 9.23**

BENEFIT COST ANALYSIS FACTOR DEFINITIONS

K: Average annual number of collisions involving fatalities during study period

A: Average annual number of collisions involving incapacitating injuries for the period of the study

B: Average annual number of collisions involving non-incapacitating injuries for the period of the study

C: Average annual number of collisions involving possible (not visible) injuries for the period of the study

C: Average annual number of collisions involving only property damage for the period of the study

CRF_{KABC}: Percentage of reduction in fatal and injury crashes by type (correctable crashes)

CRF_{O}: Percentage of reduction in property damage only crashes by type (correctable crashes)

C_k: Average cost per fatal crash

C_A: Average cost per incapacitating injury crash

C_B: Average cost per non-incapacitating injury crash

C_C: Average cost per possible injury (not visible injury) crash

C_O: Average cost per property damage only crash

Q: Weighted cost of fatal and injury crashes

E_k: Capital recovery factor based on countermeasure (proposed alternative) life

C_i: Estimated initial cost of the countermeasure (cost of the improvement including Right of Way)

C_m: Estimated annual maintenance and operating cost of the countermeasure

District Traffic Engineer	Date
State Traffic Engineer	Date
Director Of Operations	Date

D.O.T. 401
8-98

Distribution:
White – Applicant
Yellow – State Traffic Engineer
Pink – District Traffic Engineer

Do Not Write In This Space
Application No. _____
Permit No._____

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The _____ of _____ in HALL County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: Thompson Bridge Road at Hubert Stephens Road

State Route Numbers: SR 60 at Hubert Stephens Road

TYPE SIGNAL

☐ Stop and Go ☐ Flashing Beacon ☐ School Beacon ☒ Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____ 20__

Attest: By: _____

_____ Title: _____
Clerk

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 414/2026

SUBJECT: Approve the ratification of the application, award, and any further supplemental funding for the U.S. Bureau of Justice Assistance's State Criminal Alien Assistance Program (SCAAP) for the Sheriff's Office to reimburse the cost of housing and personnel for incarcerating undocumented criminal aliens in the amount of $250,556.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: CD

Recommendation:
Approve

Purpose of Request:
Approve the ratification of the application, award, and any further supplemental funding for the U.S. Bureau of Justice Assistance's State Criminal Alien Assistance Program (SCAAP) for the Sheriff's Office to reimburse the cost of housing and personnel for incarcerating undocumented criminal aliens in the amount of $250,556.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History:

Hall County has received SCAAP funding since 2004. The most recent funding was awarded in 2023.

Facts and Issues:

Options:

SCAAP is a federal reimbursement program administered by the Bureau of Justice Assistance (BJA) within the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ). The program provides reimbursement to state and local correctional agencies for a portion of the costs associated with incarcerating certain undocumented criminal aliens during the reporting period of July 1, 2023- June 30, 2024.

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

Approvals:

Grants	Submit	Approve	Grants
PS	SC	SC	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Grant Application
Notice of Funding Opportunity

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 414/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	3326-SHERIFFâ€JAIL	511100-SALARIES	$250,556.22
2026	250-MULTIPLE GRANT FUND	3326-SHERIFFâ€JAIL	331110-FEDERALâ€OPERATING DIRECT	$-250,556.22

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CD

Phone:

Standard Applicant Information

Funding Opportunity

Federal Agency Name
Bureau of Justice Assistance

Funding Opportunity Number
O-BJA-2025-172612

Funding Opportunity Title
BJA FY25 State Criminal Alien Assistance Program (SCAAP)

Grants.gov Competition ID
___

Competition Identification Title
___

Due Date
June 30, 2026 8:59:00 PM EDT

CFDA Information

CFDA Number
16.606

CFDA Program Title
State Criminal Alien Assistance Program

Project Information

Project Title
Hall County, Georgia Federal Department of Justice BJA FY25 State Criminal Alien Assistance Program July 1, 2023 - June 30, 2024.

Proposed Project Start Date
7/1/23

Proposed Project End Date
6/30/24

Federal Estimated Funding (Federal Share)
250556.0

Applicant Estimated Funding (Non-Federal Share)
0.0

Program Income Estimated Funding
0.0

Total Estimated Funding
250556.0

Areas Affected by Project (Cities, Counties, States, etc.)

Georgia
Hall County
Gainesville
Flowery Branch
Oakwood
Lula
Gillsville
Braselton
Clermont

Authorized Representative

Authorized Representative Information

Prefix Name
Mr.

First Name	Middle Name	Last Name	Suffix Name
Taylor	——	Samples	——

Title
Finance Director

Verify Legal Name, Doing Business As, and Legal Address

Legal Name
HALL COUNTY GEORGIA

Doing Business As

UEI
USZBJ4CMC7B6

Legal Address
Street 1
2859 BROWNS BRIDGE RD

Street 2

City	State	Zip/Postal Code
GAINESVILLE	GA	30504

CongressionalDistrict	Country
07	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

True **I confirm this is the correct entity.**

Signer Name
Sommer Green

Certification Date / Time
06/25/2026 09:30 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Application Type

Application Type
Initial

Date Received
6/16/26

Application Submitter Contact Information

Application POC Prefix Name
Mrs.

Application POC First Name
Sommer

Application POC Middle Name
Jones

Application POC Last Name
Green

Application POC Suffix Name
——

Organizational Affiliation
Hall County Georgia Board of Commissioners

Title
Grants Manager

Email ID
sgreen@hallcounty.org

Phone Number
770-297-5503

Fax Number
——

ORINumber
——

Type of Applicant

Type of Applicant 1: Select Applicant Type:
B: County Government

Type of Applicant 2: Select Applicant Type:
——

Type of Applicant 3: Select Applicant Type:
——

Other (specify):
——

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?
No

SF424 Attachments (4)

Name	Date Added
manifest.txt	6/16/26
Form SF424_4_0-V4.0.pdf	6/16/26
SF424_4_0-1234-Hall County Georgia Map.pdf	6/16/26
GrantApplication.xml	6/16/26

SCAAP Applicant Information

Required Information on "Eligible Inmates"

Reporting Period: July 1, 2023 - June 30, 2024

Details	Count
Accepted Inmate Records	585
Rejected Inmate Records	0
Total Inmates	585
Total Inmates Saved	585

Required Information on "Eligible Inmates"

Nar	Categ	Comm	Uploaded	Dat
FY23-24 SCAAP Inmate Record Data.txt	SCAAP Inmate File	FY23-24 SCAAP Inmate Record Data	Sommer Green	6/25/26 9:29 AM

Inmate records containing errors:

A-Number	Last Name	First Name	Middle Name	Date of Birth	Inmate ID	Country	Date Incarcerated	Date Released	FBI Number	LESC IAQ	Errors
No items											

Required Information on "Correctional Officers"

Reporting Period: July 1, 2023 - June 30, 2024

Total number of full-time "correctional officers" employed by the applicant government, during the reporting period:	296
Total number (reported as FTEs) of part time correctional officers employed by the applicant government, during the reporting period:	0
Total Number of full-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period:	2
Total Number of part-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period:	0
Sum of lines 1 through 4: "correctional officer" FTEs (during reporting period):	298
Actual salary expenditure for "correctional officers" during the reporting period. (Enter in dollars; do not use commas)	$11,450,806.00

"Correctional Officer" salary expenditures detail (for the reporting period)

Salary File Attachments

Name	Category	Comment	Uploaded By	Date
SCAAP FY24 Correction Officer Salary Expenditure Detail Report.xls	Correctional Officers	CorrectionalOfficers	Sommer Green	6/19/26 2:39 PM

Required Information on "Correctional Facilities"

Reporting Period: July 1, 2023 - June 30, 2024

"Maximum bed count" for the reporting period	1,134
"Total all inmate days" for the reporting period	26,644

"All inmate days, by reporting day" detail (for the reporting period)

Name	Category	Comment	Uploaded By	Date
SCAAP Headcount 23-24.pdf	Correctional Facilities	CorrectionalFacilities	Sommer Green	6/19/26 2:39 PM

Disclosures and Assurances

Applicant Government and Submitting Government Official *

Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set

out in the SCAAP solicitation under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

sgreen@hallcounty.org

Signing Date / Time

6/25/26 9:30 AM

Information on Eligible Inmates *

Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Please Acknowledge *

Signed

SignerID

sgreen@hallcounty.org

Signing Date / Time

6/25/26 9:30 AM

Information on Correctional Officers and Facilities *

Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Please Acknowledge *

Signed

SignerID

sgreen@hallcounty.org

Signing Date / Time

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Certified

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 State Criminal Alien Assistance Program (SCAAP)

Total Amount To Be Awarded Under This Funding Opportunity: $199,129,251

Anticipated Award Ceiling: Up to $59,000,000

Anticipated Period of Performance Duration: 12 months

Funding Opportunity Number: O-BJA-2025-172612

Deadline to submit SF-424 in Grants.gov: **June 23, 2026, by 11:59 p.m. Eastern Time**
Deadline to submit application in JustGrants: **June 30, 2026, by 8:59 p.m. Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 State Criminal Alien Assistance Program (SCAAP)
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172612
Assistance Listing Number	16.606

Executive Summary

This NOFO seeks applications for payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible "states" and "units of local government" that incurred certain types of costs due to "incarceration" of "undocumented criminal aliens" during the July 1, 2023, through June 30, 2024, reporting period.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	May 12, 2026
SAM.gov Registration/Renewal	Recommend beginning process by May 20, 2026, and no later than June 8, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on June 23, 2026
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on June 30, 2026

Funding Details

Total Amount To Be Awarded Under This Funding Opportunity: $199,129,251

Anticipated Number of Awards: 500

Anticipated Award Ceiling: $59,000,000

Anticipated Period of Performance Start Date: July 1, 2023

Anticipated Period of Performance Duration: 12 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

8 U.S.C. 1231(i) and 1365; Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; *see* Pub. L. No. 118-42, 138 Stat. 25, 147, para. 2)

Agency Contact Information

For assistance with the requirements of this funding opportunity:

Joseph Husted, Grants Management Specialist
Phone: 202-598-3617
Email: scaap@usdoj.gov

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except for federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.

ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments

The online FY 2025 SCAAP application specifically incorporates by reference the **eligibility requirements**, **definitions of terms**, and **detailed application instructions** set out in this document. To assist applicants, this document uses quotation marks to highlight defined terms (e.g., "state," "unit of local government," "undocumented criminal alien," "eligible inmate," and "correctional purposes"). See the "Submission Step 2: JustGrants Submission of Full Application – Standard Applicant Information" section for more information about the definitions of these terms for the purposes of this NOFO.

In general, a "state" or "unit of local government" is eligible to apply for a payment under the FY 2025 program if it "incarcerated" individuals in a "correctional facility" during the "reporting period" whom it either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens."

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the U.S. Department of Homeland Security (DHS) the data on "eligible inmates" from all of the applications submitted in JustGrants prior to the application deadline. The volume of "eligible inmates" data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2025 program on behalf of the "chief executive" of the applicant. This "submitting government official" must be registered in JustGrants in order to complete and submit an application to the FY 2025 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2025 program appear in the application submission section of this document.

Important: Only a "state" or "unit of local government" is eligible to apply, and only on its own behalf.

For the purposes of the FY 2025 program:

> **"State"** includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.
>
> **"Unit of local government"** means a political subdivision of a "state" with authority to independently establish a budget and impose taxes (typically, a "general-purpose"

political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish).

Joint applications by two or more "states" or "units of local government" are **not** permitted, **even if** the application names only one state or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either (1) individuals held in custody by the applicant on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.

PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO seeks applications for payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible "states" and "units of local government" that incurred certain types of costs due to "incarceration" of "undocumented criminal aliens" during the July 1, 2023, through June 30, 2024, reporting period**.**

Under FY 2025 SCAAP, payments will be made in connection with "undocumented criminal aliens" who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were "incarcerated" under the legal authority of the applicant for at least 4 consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of its application, each applicant provides particular information about individuals it "incarcerated"—under its own legal authority—for at least 4 consecutive days during the "reporting period" and whom the applicant either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens." (Note: OJP transmits the data submitted on such individuals to DHS for a detailed review.) As part of its application, each applicant also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicants in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2025 program). Detailed information on payment calculations can be found in Appendix D: SCAAP Payment Calculations. All information submitted as part of an application is subject to appropriate review by OJP.

Before entering **any** information into the online application for the FY 2025 program, the government official who will complete and submit the application on behalf of an applicant **must** carefully review this document.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.

APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact

Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review

This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).

2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

SCAAP Application Data

In the online SCAAP application, each applicant will be asked to provide specific types of information. In general, they are:

- Information on the applicant and its "chief executive."
- Information on the "submitting government official."
- Data on "eligible inmates" during the "reporting period," which are provided through upload of a single ASCII-formatted file.
- Data pertinent to the applicant's costs of incarceration for the "reporting period," including information on "correctional officers" and associated salary expenditures, the total number of inmates incarcerated, and the "maximum bed count" in the applicant's "correctional facilities."

"Submitting Government Official"

The online SCAAP application may be completed and submitted only by an appropriate official of the applicant. For each applicant, there may be only one "submitting government official."

That "submitting government official" must have the legal authority to apply to the FY 2025 program on behalf of the applicant, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the "submitting government official" must certify, on behalf of the official and the applicant, under penalty of perjury, that the information entered is "true and correct to the best of my knowledge and belief, based upon diligent inquiry and review," and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the "submitting government official" certifies that the official has "the legal authority to make this certification to OJP, including from the chief executive of the applicant."

Part I. Information on the SCAAP Applicant and Its "Chief Executive"

Information on the Applicant "State" or "Unit of Local Government"
Refer to the information under "Eligibility," including the definitions of "state" and "unit of local government," to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a "state" or "unit of local government," enter the appropriate information for the applicant in section 1 of the application.

Information on the "Chief Executive" of the Applicant "State" or "Unit of Local Government"
In section 1 of the application, enter the appropriate information for the current "chief executive" of the applicant.

Note that in virtually all cases, the "chief executive" of a "state" is the governor. As to "units of local government," the title of the "chief executive" will vary depending on the organization of the local government, but only one individual in the local government is its "chief executive" (e.g., the mayor).

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

Part II. Information on "Eligible Inmates"

Eligible Inmates
Each applicant is to provide detailed information about the individuals (1) the applicant "incarcerated" for at least 4 consecutive days during the "reporting period" and (2) who the applicant either **knows** were "undocumented criminal aliens" or **reasonably and in good faith believes** were "undocumented criminal aliens." For purposes of the application to the FY 2025 program, such individuals are referred to as **"eligible inmates."**

An individual is an "eligible inmate" only if **all** of the following are true:

- The inmate was "incarcerated" by the applicant under its own legal authority.
    - Definition: an individual is considered to have been "incarcerated" by (or on behalf of) the applicant when held (confined) in a "correctional facility" under the legal authority of the applicant, following conviction of the individual for a criminal offense. Such incarceration may have been in a "correctional facility" operated by

the applicant or in a "contract correctional facility" (including a regional facility) used by the applicant.
    - Note: an inmate is not considered to have been "incarcerated" by or on behalf of an applicant if the applicant held the inmate in custody on behalf of (under the legal authority of) another "state" or "unit of local government," pursuant to a contractual arrangement.
- The inmate was "incarcerated" for at least 4 consecutive days during the reporting period.
- The applicant either **knows**, or **reasonably and in good faith believes**, that the inmate is an "undocumented criminal alien." That is, that the inmate is both:
    - "Undocumented" (see definition below)
    - "Criminal alien" (see definition below)

"Incarcerated"
For the purposes of the FY 2025 program, an individual is considered to have been "incarcerated" by (or on behalf of) the applicant when held (confined) in a "correctional facility" **under the legal authority of the applicant, following conviction of the individual for a criminal offense**. Such incarceration may have been in a "correctional facility" operated by the applicant or in a "contract correctional facility" (including a regional facility) used by the applicant government.

- An inmate is not considered to have been "incarcerated" by or on behalf of an applicant if the applicant held the inmate in custody on behalf of (under the legal authority of) another "state" or "unit of local government," pursuant to a contractual arrangement.

"Undocumented"
For the purposes of the FY 2025 program, an individual is "undocumented" **if, as of the date the individual was "incarcerated" by the applicant,** the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

"Criminal Alien"
For the purposes of the FY 2025 program, an "alien" (that is, an individual who is not a citizen or national of the United States) is a "criminal alien" if, as of the date the individual was "incarcerated" by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2025 program.

"Inmate Records" and Associated Data Elements
In section 2 of the application, the "submitting government official" is to provide an "inmate record" for each "eligible inmate."

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant incarcerated a particular "eligible inmate" for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** "inmate record" for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **"Eligible Inmates" Who Use Aliases:** If an applicant has reason to believe that a particular "eligible inmate" uses or has used aliases, the applicant may submit a separate "inmate record" for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. Note that this requirement for identical information—except as to names—specifically includes the "unique inmate number assigned by the applicant." (See list below.)

Each "inmate record" is to provide all of the following information, to the extent known to the applicant, using due diligence:

- Alien number, also referred to as "A-number"
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant
- Foreign country of birth
- "Date incarcerated" (see definition in Appendix A)
- FBI number

Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ)
This is an **optional** field in 2025 but will be mandatory in future fiscal years. See Appendix E for more information.

The detailed instructions for each of these data elements are set out in the table titled "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program" in Appendix A. That table identifies the mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines "date incarcerated" and "date released." It also defines the required ASCII fixed-field format.

- For ease of reference, the "submitting government official" may wish to print out a copy of "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program."
- Be aware that an "inmate record" that does not identify a **specific country** as the inmate's country of birth, but instead indicates that the country of birth is "unknown," will **not** be considered in the calculation of the amount of any payment under the FY 2025 program unless DHS (through its data review) is able to confirm that the inmate was in fact "undocumented" and the "inmate record" is otherwise sufficient.

Submission of "Inmate Records"
An applicant must provide "inmate records" for "eligible inmates" by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the "reporting period."

- The "submitting government official" will upload a single ASCII-formatted file with all the "inmate records" for "eligible inmates.
    - Appendix A (titled "SCAAP Data Elements for 'Inmate Records'—FY 2025 Program") sets out the required ASCII fixed-field format to be used for the inmate file upload.
    - Appendix B lists DHS Immigration and Customs Enforcement (ICE) Country Codes. "Inmate records" submitted as part of a single ASCII fixed-field file are to include the appropriate "ICE Country Code" from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
    - Appendix C (titled "Instructions for Upload of ASCII Fixed-field File of 'Inmate Records'") provides detailed instructions for the ASCII fixed-field file upload process.

Part III. Information on "Correctional Officers" and "Correctional Facilities"

Required Information on "Correctional Officers"

In section 3 of the online application, the "submitting government official" must provide, by direct entry into the online application, all of the following information related to "correctional officers":

- The total number of **full-time "correctional officers"** employed by the **applicant** during the reporting period.
- The total number (reported as full-time employees (FTEs)) of **part-time "correctional officers"** employed by the applicant during the reporting period.
- The total number of **full-time "correctional officers"** providing services to the **applicant** as employees of "contract correctional facilities" (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time "correctional officers"** providing services to the applicant as employees of **"contract correctional facilities"** (or as contractors) during the reporting period.
- "Actual salary expenditures for correctional officers" during the reporting period.

In addition, section 3 of the online application requires the "submitting government official" to provide (as a file attached to the application) a "'Correctional Officer' Salary Expenditures Detail."

Pertinent Definitions: "Correctional Officers" and "Associated Salary Expenditures"

- **"Correctional facility"** means a facility typically used to hold (confine) in-custody individuals convicted of one or more criminal offenses.
    - A "correctional facility" may be operated by a "state" or "unit of local government" for its own use.
    - A "correctional facility" may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a "state" or "unit of local government," pursuant to a contractual arrangement. For the purposes of the FY 2025 program, such a facility (including a regional facility) is a **"contract correctional facility."**
    - A "correctional facility" may—in addition to holding in-custody individuals who have been **convicted** of criminal offenses—also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a "correctional facility."

- **"Correctional Officer":** For the purposes of the FY 2025 program, "correctional officer" means a person whose **primary** employment responsibility is to maintain custody of individuals held in a "correctional facility." A person who meets this definition is a "correctional officer," regardless of whether this person is an employee of the applicant or an employee of a "contract correctional facility" used by the applicant.
    - Based on the **primary** employment responsibility, the term "correctional officer" may include a person who fills a position such as deputy sheriff, "correctional facility" or jail supervisor, chief of security or shift commander for a "correctional facility," or warden or assistant warden of a "correctional facility." The term "correctional officer" also may include a transportation officer (or someone in a similar position), but **only if** the person's **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the "correctional facility."
    - "Incarcerated" is defined above.
    - Persons whose **primary** responsibility is something other than to maintain custody of individuals held in custody in a "correctional facility" are not "correctional officers" for purposes of this program and **may not** be included in the "correctional officer" data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a "correctional facility" used by the applicant or its inmates.
    - Persons who provide office and secretarial support or administrative services to (or for) a "correctional facility"; or whose **primary** employment responsibility involves housekeeping or maintenance at a "correctional facility"; or who provide food, health or medical care, education, training, or vocational counseling to "incarcerated" inmates are not "correctional officers" for purposes of the FY 2025 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application.
    - Similarly, persons whose **primary** employment responsibility is to work with inmates who are no longer held in custody in a "correctional facility" (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than "maintaining custody" of an inmate held in custody in a "correctional facility" (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** "correctional officers" for purposes of the FY 2025 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application.
- **Total number of "correctional officers"**
    - For **full-time** "correctional officers" employed by the applicant, report the total number of full-time correctional officers employed during the reporting period.
    - For **part-time** "correctional officers" employed by the applicant (reported as FTEs), report the total number of part-time correctional officers employed during the reporting period.
    - For **full-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable—using due diligence—to use of the "correctional facility" by the applicant for inmates held in custody under its own legal authority. As the "total

number," report the total number of such full-time correctional officers employed during the reporting period.
    - Similarly, for **part-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable—using due diligence—to use of the "correctional facility" by the applicant for inmates held in custody under its own legal authority. As the "total number," report the total number of such part-time correctional officers employed during the reporting period.

- **"Actual salary expenditures for correctional officers' during the reporting period" means the sum of:**
    - The actual amount (if any) paid by the applicant during the "reporting period" as the "salaries and wages" of full-time and part-time "correctional officers" it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
    - The actual amount (if any) **paid by any** "contract correctional facility" as the "salaries and wages" of full-time and part-time "correctional officers," but only to the extent the amounts paid are reasonably attributable—using due diligence—to inmates held in custody on behalf of, and under the legal authority of, the applicant.

- **"Salaries and wages"** may include amounts paid to a "correctional officer" as premium pay for a specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
    - "Salaries and wages" may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

Information Required in the "'Correctional Officer' Salary Expenditures Detail (for the Reporting Period)"

Each applicant must attach a file to the application that sets out for each "correctional officer" included in the reported number of "correctional officers" the following:

- The **title** of the position held by the person (e.g., "corrections officer," "deputy sheriff," "warden") and the **total** "salaries and wages" paid to the person during the reporting period for that work. (The **name** of the correctional officer **should not** be included.)
- For an individual "correctional officer" employed by a "contract correctional facility," the "salaries and wages" listed must be the amount **reasonably attributable—using due diligence—**to inmates held in custody on behalf of, and under the legal authority of, the applicant.
- This salary detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all "salaries and wages" listed in the detail file must match the amount entered in the online application as, "'Actual salary expenditures for correctional officers during the reporting period."

- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

- To attach the file:
  - Click on the "Attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the "Upload" button.

Required Information on "Correctional Facilities"
In section 3 of the online application, the "submitting government official" also must provide, by direct entry into the online application, all of the following information related to "correctional facilities":

- "Maximum bed count" for the reporting period.
- "Total all inmate days" for the reporting period.

In addition, section 3 of the online application requires the "submitting government official" to provide, as a file attached to the application, detail on "all inmate days, by reporting day" for the reporting period.

Pertinent Definitions Relating to "Correctional Facilities"

- **"Correctional facility" and "contract correctional facility"** are defined above.
- **"'Maximum bed count' for the reporting period":** If the applicant held inmates in custody **only in** "correctional facilities" operated by the applicant itself for its own use, the "'maximum bed count' for the reporting period" is the **maximum capacity** during any single day of the reporting period of all such "correctional facilities" operated by the applicant. If, however, the applicant **either** did not operate a "correctional facility" for its own use or operated one or more "correctional facilities" for its own use and also used other facilities to hold inmates in custody, the "'maximum bed count' for the reporting period" is the sum of:
  - The maximum **capacity** during any single day of the reporting period of all "correctional facilities" operated by the applicant itself for its own use.
  - The maximum number of inmates, if any, actually held in custody on behalf of (under the legal authority of) the applicant in a "contract correctional facility" during any single day of the reporting period.
  - The maximum number of inmates, if any, **actually held in custody** by the applicant during any single day of the reporting period in "temporary" or "overflow" facilities (e.g., gymnasiums).
- **"'Total all inmate days' for the reporting period"** means the cumulative number of days—determined using the nightly "head count" for each of the days in the reporting period—inmates were held in custody in a "correctional facility" by or on behalf of the applicant (pursuant to its own legal authority) during the "reporting period" **regardless of inmate citizenship, legal status, or the number of days held in custody.**

Information Required in the "'All Inmate Days, by Reporting Day' Detail (for the Reporting Period)"

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period**—using nightly "head counts"—the number of inmates held in custody in a "correctional facility" by or on behalf of the applicant (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for "all inmate days" listed in this detail file must match the number entered in the online application as "'Total all inmate days' for the reporting period."
- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."
- To attach the file:
  - Click on the "Attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the "Upload" button.

Important Note Regarding "Correctional Officers" and "Correctional Facilities" Data
As indicated earlier, all information submitted as part of an application to the FY 2025 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to "correctional officers" or "total all inmate days" may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on "correctional officers," data on "total all inmate days"), JustGrants calculates each applicant's average daily (salaries) cost per inmate during the "reporting period." As a point of reference and comparison, for the FY 2024 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was $64.96.

REMINDER: For each applicant, there may be only **one** "submitting government official." That "submitting government official" **must** complete **all** sections of the application and **must** be the one who submits the application to OJP.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Disclosures and Assurances

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included in Appendix F.

- Applicant and Submitting Government Official. This certification confirms the accuracy of all applicant-submitted information and the authority of the governing official.
- Information on "Eligible Inmates." This certification confirms the accuracy of applicant-submitted inmate information.

- Information on "Correctional Officers" and "Facilities." This certification confirms the accuracy of applicant-submitted correctional officer and facility information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Data Requested With Application

Certifications in the Online Application for the FY 2025 Program

As part of the online application to the FY 2025 program, the "submitting government official" must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official's conformity with the requirements and instructions set out in this document, and the official's legal authority to execute the certifications and submit the application on behalf of the applicant.

JustGrants is designed to reject an application to the FY 2025 program if the "submitting government official" fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the Disclosures and Assurances section for more information.

DOJ Reliance on the Required Certifications as Material; Penalties for False Statements

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2025 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273) and also may subject both the "submitting government official" and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2025 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

   - A description of the technical difficulties experienced (provide screenshots if applicable).
   - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.

APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the OJP Grant Application Resource Guide for information on the application review process for formula grants.

Application Review Information

OJP Review of Applications; Corrections to Data (Other than "Eligible Inmate" Data)

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the "submitting government official" and the applicant's "chief executive" using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, no corrections may be made to data submitted on "eligible inmates" (or "inmate records") after the application deadline has passed.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the "Application Review" section. For additional information on the application review process, see the Application Resource Guide.

AWARD NOTICES

Federal Award Notices

Notification and Acceptance of Payment

Once the amount of any payment under the FY 2025 program has been determined, award notifications will be sent through JustGrants. Please note that the JustGrants award notifications for all OJP programs include standard language, some of which is not applicable to SCAAP. For example, the language regarding post-award programmatic and financial reports can be disregarded. The SCAAP Help Desk will send a subsequent notification to recipients that will provide information concerning the amount available to the applicant and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant is to complete the online acceptance process within 45 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant. See the SCAAP Application Submission and Acceptance Job Aid Reference Guide.

POST-AWARD REQUIREMENTS AND ADMINISTRATION

Restriction on Use of SCAAP Payment; Associated Records

As a matter of federal law, a "state" or "unit of local government" that receives a payment under the FY 2025 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

"Correctional Purposes": With respect to a "state" or "unit of local government," use of a SCAAP payment for "correctional purposes" means:

- Use of the funds to pay any cost reasonably attributable to that government's operation of a "correctional facility" for its own use, such as:
  - Salaries and wages paid to employees who work primarily and directly in the "correctional facility" **regardless** of whether those employees are "correctional officers."
  - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the "correctional facility."
  - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the "correctional facility," provide necessary services either to the "correctional facility" (e.g., administrative support) or the individuals "incarcerated" in the "correctional facility" (e.g., medical care, transportation).
  - Repair, maintenance, and overhead (e.g., utilities) costs reasonably attributable to operation of the "correctional facility."
- Use of the funds for payments to a "contract correctional facility" that are reasonably attributable to "incarceration" of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent "state" or "unit of local government."

Maintenance of Records

An applicant that receives a payment under the FY 2025 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for "correctional purposes," and must make those records available to DOJ, including OJP, upon request.

Limit on Request for Compensation

As a matter of federal law, "no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities." See, for example, Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147).

Additionally, refer to "Unallowable Uses of Funds."

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk).

Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the "Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in

some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 State Criminal Alien Assistance Program (SCAAP)

This application checklist has been created as an aid in developing an application. For more information, reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details) and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review (if applicable).

- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact Joseph Husted at 202-598-3617 or scaap@usdoj.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
- Upload the Proposal Narrative.
- Complete the budget detail form.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the
  - system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Appendix A: SCAAP Data Elements for "Inmate Records"—FY 2025 Program

Please see Appendix A.

Appendix B: DHS ICE Country Codes—For Use in "Inmate Records"

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN
Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJIK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA
New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN		
Oman	OMAN	Sudan	SUDAN		
Pakistan	PAKIS	Suriname	SURIN	* ARABI also may be used as the code for Saudi Arabia	
Palau	PALAU	Swaziland	SWAZI		

Appendix C: Instructions for Upload of ASCII Fixed-field File of "Inmate Records"

Upload of an ASCII Fixed-field File of All "Inmate Records"
This method for submitting "inmate records" on "eligible inmates" allows an applicant to submit the entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. The SCAAP Application Submission and Award Acceptance Guide specifies the required fields and format.

Each "inmate record" in the uploaded ASCII file is to contain **all the** mandatory data fields in the specified format. Through a file upload "status report" (which will refer to each "inmate record" as a "line"), JustGrants will flag "inmate records" within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

"Inmate records" that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP's payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant has **not** yet submitted its application in OJP's JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of "inmate records" is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file—and the application deadline has not yet passed—the applicant should correct those errors as soon as possible **before** it "submits" the application in JustGrants.

ALERTS

- An ASCII "inmate-record" file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of "inmate records," any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of "inmate records" may take a considerable amount of time.
    - Generally, there is a brief start-up delay when the upload is being initiated.
    - A file that contains 50,000 "inmate records" may take 15 minutes or longer to upload, even after the file upload actually has begun.
    - If the applicant's internet browser "times out" or is disconnected during the file upload process, errors may result. It is important to review the file upload "status report" (see below) to determine whether the expected number of "inmate records" in fact was uploaded.

The Upload Process—In General

To submit “inmate records” for “eligible inmates” by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the "Upload Inmate File" button.

Step 2: Click on the "Upload" box to attach the file. A pop-up window will appear.

Step 3: Click on the “Browse” button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the “Upload” button. A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the “Validate” button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the “Continue” button to proceed to the next section of the application.
The file upload “status report” will indicate the total number of “inmate records” uploaded and the number of those records that are “complete.” In addition, the report will provide a detailed list of any inmate records (by “line” number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

Appendix D: SCAAP Payment Calculations—General Overview

A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews “inmate records.” All complete inmate records submitted in applications from “eligible applicants” are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an “inmate record” **in fact** was “undocumented”—or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States—at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on “correctional officers,” “actual salary expenditures for correctional officers,” and “total all inmate days.” As appropriate and feasible, OJP requires additional—or corrected—information from applicants.
5. For each applicant with one or more “inmate records” determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing “actual salary expenditures for correctional officers” (for the reporting period) by “total all inmate days” (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant’s average daily (salaries) cost per inmate, JustGrants calculates an amount—referred to as the applicant’s total “eligible inmate costs”—that reflects the applicant’s total (salaries) costs of incarcerating “undocumented criminal aliens” during the applicable “reporting period.”

7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicants on a proportionate (percentage) basis, using each applicant's total "eligible inmate costs."

For example, during the FY 2024 program, payments made to applicant represented approximately 17.7 percent of each applicant's total "eligible inmate costs."

Appendix E: Law Enforcement Support Center Immigration Alien Query Overview

State and local law enforcement agencies may provide specific notice to DHS of an "undocumented criminal alien's" name, their release date, and their home and work addresses through the Law Enforcement Support Center (LESC). The LESC Immigration Alien Query (IAQ) field is an optional field in 2025 for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement, but it will be mandatory in future fiscal years.

LESC is ICE's single national point of contact that provides timely immigration status information, identity information, and real-time assistance to local, state, and federal law enforcement agencies on aliens suspected of, arrested for, or convicted of criminal activity. LESC, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.

Appendix F: SCAAP Certifications

Required Certification to OJP by the Submitting Government Official: Applicant and Submitting Government Official

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Required Certification to OJP by the Submitting Government Official: Information on “Eligible Inmates"

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant and Submitting Government Official."

Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP NOFO under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant and Submitting Government Official."

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 417/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 46-009 Inmate Telephone Systems for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: MJS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 46-009 Inmate Telephone Systems for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual income will be $120,000.00.

History:

This vendor is in good standing with the County.

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

This is a revenue generating contract for the County and Sheriff's Office.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Restricted Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-07-09

Approvals:

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

Attachments:

Signature Request Cover Sheet
Contract Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 417/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Restricted Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	203-RESTRICTED PROGRAMS FUND	3326-SHERIFFâ€JAIL	382000-TELEPHONE COMMISSIONS	$-120,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-4959

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 22, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-009

Bid/Contract Name: Inmate Telephone Systems - Jail

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Inmate Calling Solutions, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $120,000.00

☐ Product Contract Estimated Amount: N/A

Comment:

To provide inmate telephone systems for the Hall County jail for FY 2027. This is year two (2) of a possible five (5) year contract and will be a revenue generator.

The FY 2027 estimated amount has been reviewed against the projected FY 2027 budget by Finance.

State of Georgia
County of Hall

Contract#: 46-009-1

Contract Renewal

Inmate Telephone Systems – Jail

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 46-009, Inmate Telephone Systems – Jail; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Inmate Calling Solutions, LLC

By: _____

Print Name: Michael Kennedy

Title: Vice President Sales & Marketing

Sworn to and subscribed before me this

9 Day of June, 2026

Notary Public: _____

Notary commission expires: May 19, 2028

Hall County, Georgia

By. _____

David Gibbs
Chairman, Hall County Board of Commissioners

Date: _____

MARIA NATALIA MANZANILLA
Notary Public, State of Texas
Comm. Expires 05-19-2028
Notary ID 130565609

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 46-009-1

Attachment A

Inmate Telephone Systems – Jail

April 22, 2026

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

Telephone rates - $.12 per minute

Video Rates - $.19 per minute

Cost Recovery to Jail

Phones $.02 per minute

Video $.02 per minute

Commissions

40% for tablet content and messaging

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 424/2026

SUBJECT: Approve the purchase order change order #2 for Contract #45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated cost is $92,716.00.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: CCD

Recommendation:
Approve

Purpose of Request:
Approve the purchase order change order #2 for Contract #45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated cost is $92,716.00.

History:
Kellwell Food Management is the vendor for Contract #45-006 and is in good standing with the County.

Facts and Issues:
In year (2) of a possible five (5) year contract, and need to add additional funds to the PO to finish out the year due to higher inmate population throughout the year. This is change order number two (2), the first change order increased the orginial contract amount by $82,000.

Options:

Funding Requested	$ 92,716.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	2026-07-09

Approvals:

Submit	Approve	Purchasing	Budget
SC	SC	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
EW	JL	CR	AD

Attachments:

Financial Supplement
Purchase Order Change Order

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 424/2026

Funds Requested: $ 92,716.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	531301-PRISONER MEALS	$92,716.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCD/SC

Phone: 7718 / 5151

Hall County Board of Commissioners
Financial Services
PO Drawer 1435
Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2026

PURCHASE ORDER DETAILS

Purchase Order Number	**20260121-001**
Purchase Order Date	**07/09/2025**
Department	**SHERIFF-JAIL**
Required By	**07/03/2025**

Bill To
Please send all invoices to
accountspayable@hallcounty.org

Ship To
SHERIFF - JAIL
1700 BARBER ROAD
GAINESVILLE, GA 30507

Vendor 13795
KELLWELL FOOD MANAGEMENT
156 FRANKFORT STREET
VERSAILLES, KY 40383

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
		13795	9260228	Marcie Mount	Mike Hawkins	

NOTES

Meals for Jail inmates annual

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Meal services for the Hall County Jail for FY 2026. Approved via agenda item # 345/2025 on June 12, 2025. GL #: 100-3326-531301-0000- $1,442,000.00 Commodity Code: -	1.0000	EACH	$1,442,000.0000	$1,442,000.00

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis **Approval Date:** 07/09/2025

Authorized Signature

Purchase Order Total **$1,442,000.00**

HALL COUNTY, GEORGIA
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 arise between these 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 Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier'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 deem as the Supplier'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. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, 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. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. 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 Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier 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.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this 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.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that the Supplier 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.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. 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.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 396/2026

SUBJECT: Approve the purchase of Axon Justice Premier Plus Software for the Hall County Solicitor's Office from Axon Enterprises, Inc. of Scottsdale, AZ. The total cost is $443,338.56.

Meetings:

Work Session Date: 07/06/26

Voting Meeting Date: 07/09/26

Executive Summary:

Presenter: IG

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of Axon Justice Premier Plus Software for the Hall County Solicitor's Office from Axon Enterprises, Inc. of Scottsdale, AZ. The total cost is $443,338.56 through an eight (8) year agreement.

History:
Axon is currently being utilized by the Hall County Sheriff's Office as a cloud basd evidence repository.

Facts and Issues:

Options:

This purchase is exempt from fromal bidding per Code Section 3.10.030 E - Software for computer systems. Additionally, Axon participates in Georgia Statewide contract #99999-001-SPD0000220-0008.

This prosecution package allows instant access to evidence records from the Sheriff's office decreasing delays in case preperation.

Decrease man hours for each investigator, paralegal and prosecutor. Currently the department is spending an average of four (4) hours to download, review, and prepare information for discovery. This program will greatly reduce that time.

The system provides the departments with tools for court presetations, video redaction, audit trails, and instantaneous video translation with transcripts each of which is vital for the department.

Funding Requested	$ 443,338.56
Are funds within current budget?	Yes
Source of Funds	Various
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:

Buyer	Submit	Approve	Purchasing
EW	IG	IG	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Financial Supplement
Contract Execution Signature Request
Master Service and Purchasing Agreement
Pricing Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 396/2026

Funds Requested: $ 443,338.56

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$35,123.64
2027	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$12,990.94
2028	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$36,528.59
2028	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$13,510.57
2029	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$37,989.73
2029	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$14,050.99
2030	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$39,509.32
2030	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$14,613.03
2031	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$41,089.69
2031	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$15,197.55
2032	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$42,733.27
2032	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$15,805.46
2033	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$44,442.60
2033	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$16,437.68
2034	100-GENERAL FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$46,220.32
2034	203-RESTRICTED PROGRAMS FUND	2301-SOLICITOR	581200-PRINCIPAL CAPITAL LEASE	$17,095.19

Budget Transfer Items:

Additional Information/Comments:

We are exploring external funding opportunities that may cover a portion of the contract costs in future years.

Contact for Questions:

Phone:

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: June 22, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Axon Prosecution Software Agreement

Department(s) Requesting Contract: Solicitor

Award Recipient Name: Axon

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: $433,338.56

☐ Product Contract Estimated Amount:

Comment:

This is a new multi-year agreement for software to assist the Solicitor's office. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

Docusign Envelope ID: 400F92C8-798F-8815-83B5-1A1D398509E8

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

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warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

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than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

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19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signed by:
Signature: Robert Driscoll
55DAEBB131A4424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 6/23/2026 | 5:13 PM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

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of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.**

8.1. **Unlimited Axon Device Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.

8.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.

8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.

8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

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13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.

15. **Carbyne Products and Services**

15.1. **Privacy Policy**. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage**. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. **Prepared Products and Services.**

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

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17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
    19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
    19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
    19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**
   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
   4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

   4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

   4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. **Axon Responsibilities.**
   5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. **Customer Responsibilities.**

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6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.

7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:

11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require

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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock (**"Dock"**) access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • **For the CEW Full-Service Package:** On-site assistance included. • **For the CEW Starter Package:** Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor T raining • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer's facility • **For the CEW Starter Package:** Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

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Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

    Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

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must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Deviceor Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes **"Duty Cartridge Replenishment Plan"**, Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon (**"CEW"**) cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.

   3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.

   3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.

   3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

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in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Axon Fleet Specific Terms.**

   3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

   12. **Axon Outpost Specific Terms.**

   3.4. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   13. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

   14. Vandalism or Motor Vehicle Accident Warranty. If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

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charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

15. **Axon Lightpost Specific Terms.**

3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

16. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. **If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon.** Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six-(6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. **Definitions.**

   1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

   1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

   1.3. "**Customer Data**" means

      1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

      1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

      1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

   1.4. "**My90 Data**" means

      1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

      1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

   1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

   1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

   1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware"** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software"** means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

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authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-802762-46112AS

Issued: 03/31/2026

Quote Expiration:

Estimated Contract Start Date: 07/01/2026

Account Number: 579754

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Hall County (GA) Solicitor's Office 300-398 BROAD ST SE GAINESVILLE, GA 30501-3724 USA	Hall County (GA) Solicitor's Office 300-398 BROAD ST SE GAINESVILLE GA 30501-3724 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Axel Seppala Phone: 781 974 0642 Email: aseppala@axon.com Fax:	Inez Grant Phone: 770 531-7012 Email: inez.grant@hallcourtsga.gov Fax:

Quote Summary

Program Length	96 Months
TOTAL COST	$443,338.56
ESTIMATED TOTAL W/ TAX	$443,338.56

Discount Summary

Average Savings Per Year	$70,315.01
TOTAL SAVINGS	$562,520.06

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$48,114.58	$0.00	$48,114.58
Jul 2027	$50,039.16	$0.00	$50,039.16
Jul 2028	$52,040.72	$0.00	$52,040.72
Jul 2029	$54,122.35	$0.00	$54,122.35
Jul 2030	$56,287.24	$0.00	$56,287.24
Jul 2031	$58,538.73	$0.00	$58,538.73
Jul 2032	$60,880.28	$0.00	$60,880.28
Jul 2033	$63,315.50	$0.00	$63,315.50
Total	**$443,338.56**	**$0.00**	**$443,338.56**

Quote Unbundled Price:	**$1,005,812.60**
Quote List Price:	**$444,237.56**
Quote Subtotal:	**$443,338.56**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00031	JUSTICE PREMIER PLUS PLAN	26	96	$396.60	$171.61	$171.61	$428,338.56	$0.00	$428,338.56
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	1			$899.00	$0.00	$0.00	$0.00	$0.00
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1			$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
Total							**$443,338.56**	**$0.00**	**$443,338.56**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
JUSTICE PREMIER PLUS PLAN	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	101866	AXON BRIEF ONE FOR JUSTICE	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	101905	POLICY CHAT	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	101966	AXON UNLIMITED SMART DETECTION	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	102610	AXON COMMUNITY LINK	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	26	07/01/2026	06/30/2034
JUSTICE PREMIER PLUS PLAN	102525	MOBILE DEVICE EXTRACTION VIEWER	26	08/01/2026	06/30/2034

Services

Bundle	Item	Description	QTY
JUSTICE PREMIER PLUS PLAN	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	26
A la Carte	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	300-398 BROAD ST SE	GAINESVILLE	GA	30501-3724	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,627.92	$0.00	$1,627.92
Annual Payment 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 1	S00031	JUSTICE PREMIER PLUS PLAN	26	$46,486.66	$0.00	$46,486.66
Total				**$48,114.58**	**$0.00**	**$48,114.58**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,693.03	$0.00	$1,693.03
Annual Payment 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 2	S00031	JUSTICE PREMIER PLUS PLAN	26	$48,346.13	$0.00	$48,346.13
Total				**$50,039.16**	**$0.00**	**$50,039.16**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,760.76	$0.00	$1,760.76
Annual Payment 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 3	S00031	JUSTICE PREMIER PLUS PLAN	26	$50,279.96	$0.00	$50,279.96
Total				**$52,040.72**	**$0.00**	**$52,040.72**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,831.19	$0.00	$1,831.19
Annual Payment 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 4	S00031	JUSTICE PREMIER PLUS PLAN	26	$52,291.16	$0.00	$52,291.16
Total				**$54,122.35**	**$0.00**	**$54,122.35**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,904.43	$0.00	$1,904.43
Annual Payment 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 5	S00031	JUSTICE PREMIER PLUS PLAN	26	$54,382.81	$0.00	$54,382.81
Total				**$56,287.24**	**$0.00**	**$56,287.24**

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$1,980.61	$0.00	$1,980.61
Annual Payment 6	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 6	S00031	JUSTICE PREMIER PLUS PLAN	26	$56,558.12	$0.00	$56,558.12

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$58,538.73**	**$0.00**	**$58,538.73**

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$2,059.83	$0.00	$2,059.83
Annual Payment 7	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 7	S00031	JUSTICE PREMIER PLUS PLAN	26	$58,820.45	$0.00	$58,820.45
Total				**$60,880.28**	**$0.00**	**$60,880.28**

Jul 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$2,142.23	$0.00	$2,142.23
Annual Payment 8	99901	AXON ACCELERATE CONFERENCE REGISTRATION	1	$0.00	$0.00	$0.00
Annual Payment 8	S00031	JUSTICE PREMIER PLUS PLAN	26	$61,173.27	$0.00	$61,173.27
Total				**$63,315.50**	**$0.00**	**$63,315.50**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

3/31/2026

AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 404/2026

SUBJECT: **1161 Candler Road | Variance to Article 8 |** site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcel 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends **DENIAL** of the applicant's request as no hardship exists pursuant to the criteria of 11.1.1.D.11.. However, if the Commission chooses to approve this request, staff recommends the following condition:

1. The property shall be developed in accordance with the site plans dated April 6, 2026, and April 22, 2026, and as described in the project narrative dated May 6, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

Purpose of Request:

1161 Candler Road | Variance to Article 8 | site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcel 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

History:

Facts and Issues:

Options:

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

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
AD			

Attachments:
Staff Report
Application
Statement of Hardship
Site Plan
Plat
Maps
Deed
Water Availability
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Carroll Daniel Construction

Request ..... **Variance to Article 8** | Site development standards

Proposed Use ..... Commercial addition

Size ..... 4.58± acres

Zoning ..... Heavy Industrial (I-2)

Location ..... **1161 Candler Road |** Tax parcel 15035 000056

Commission District ..... Three

County Commission Date ..... July 9, 2026

Staff Recommendation ..... **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11.

Record Number..... HVAR26-0018

Staff recommends <u>DENIAL</u> of the applicant's request. However, if the Commission chooses to approve this request, staff recommends the following condition:

1. The property shall be developed in accordance with the site plans dated April 6, 2026, and April 22, 2026, and as described in the project narrative dated May 6, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

The following should be considered as variances to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **<u>Section 8.1.3.B.1 – Parking Lot Landscaping</u>** – Frontage landscaping must be provided between any parking lot and any street frontage unless the parking area is screened from the street by a building or other means; required landscape strips must be 10 feet deep for commercial and industrial properties
    - Proposed: An alternative planting area is proposed in the southeast corner and is sufficient to accommodate the required number of trees.

- **Section 8.5. – Open Space** – Minimum required open space for non-residential is 20 percent of the gross lot area.
    - 11.7% open space is proposed compared to the existing 12.2%

Summary Analysis

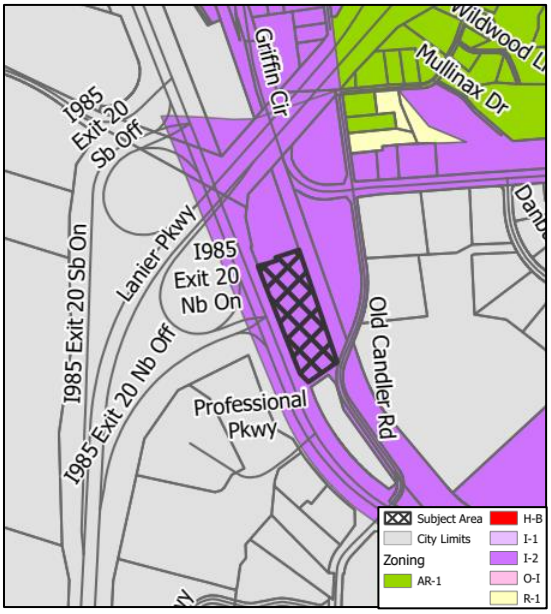
The applicant has submitted a variance request to Article 8 to vary the site development standards on a 4.58± acre tract zoned Heavy Industrial (I-2).

According to the Hall County Tax Assessor records, the property is currently developed with a 103,606 square foot industrial building constructed in 1998. The site has held an active business license for Lanier Cold Storage, operating as a refrigerated warehousing and storage facility, since April 1, 2014.

The subject property was previously combined with the adjoining parcel at 1155 Candler Road; however, it was formally subdivided into two independent parcels on April 17, 2014. Over the years, the property has received 6 separate variance approvals in 1977, 1989, 1995, twice in 1997, and 2014, which collectively allowed the current building configuration on both parcels to encroach into the required setbacks.

The surrounding properties are zoned and developed as outlined below:

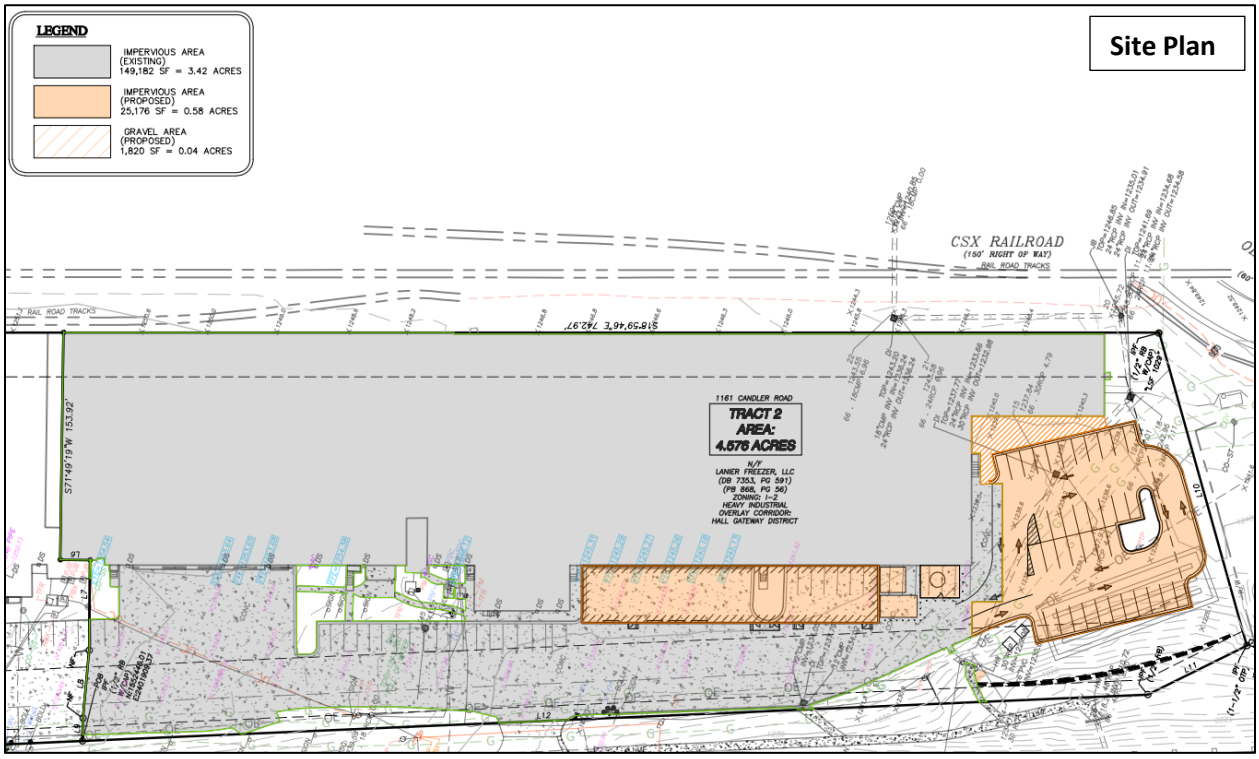
North:	Heavy Industrial (I-2): Poultry processing facility
East:	Railroad Right-of-Way; Heavy Industrial (I-2): Chemical manufacturing facility;
South:	City of Gainesville Heavy Industrial (H-1): undeveloped
West:	I-985 right-of-way; City of Gainesville Planned Unit Development (PUD)

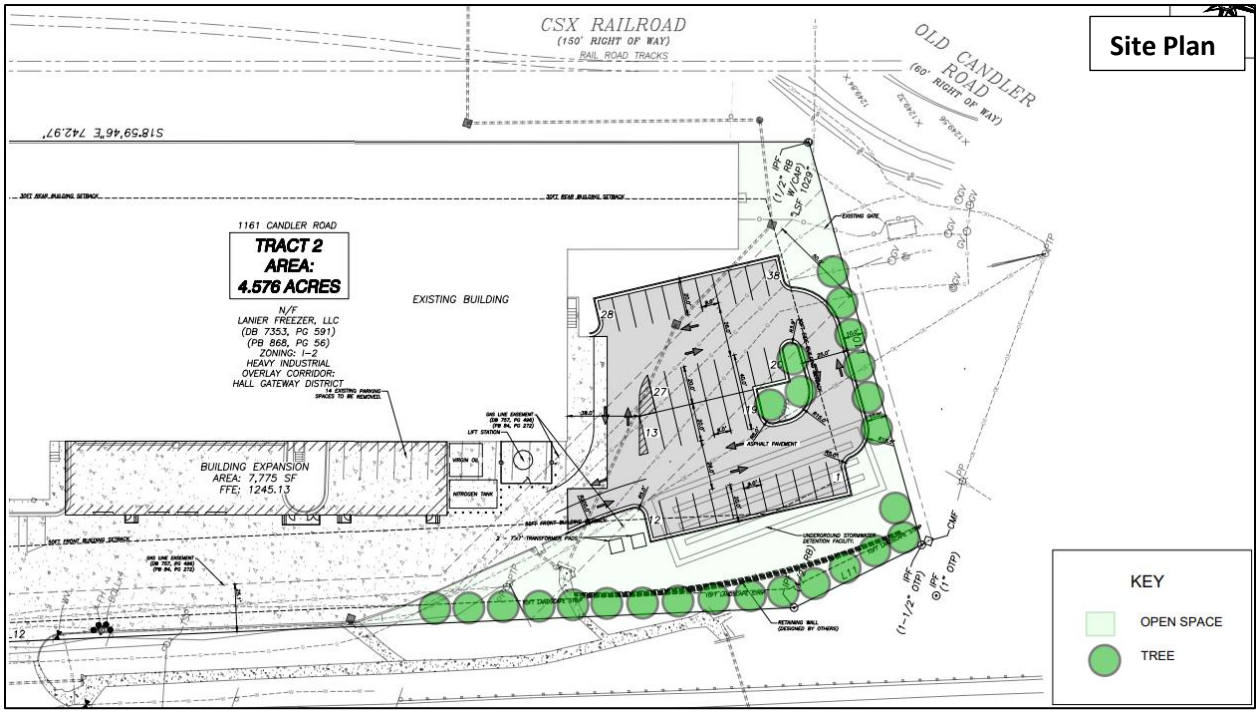


Per the submitted narrative, the applicant proposes an addition to the existing building for an employee breakroom and additional industrial space, along with converting a gravel area to an asphalt parking lot. The site was developed in 1998, prior to current zoning standards including the Gateway Corridor Overlay District and updated landscaping and open-space requirements. The property currently contains 24,219 square feet of open space and minimal landscaping, including a sparsely vegetated area in the southern corner of the property.

The Unified Development Code (UDC) requires that non-residential properties provide 20 percent open space. The site does not meet this standard, and the proposed improvements would further reduce open space by approximately 0.02 acres, an impact of approximately 0.5 percent of the total site area. The landscaping requirements also cannot be fully met due to the placement of the parking lot along the frontage; however, the site plan identifies a planting area in the southeast corner capable of accommodating the required number of trees as an alternative location.

Water service and sanitary sewer service are provided by the City of Gainesville as confirmed in an email from Nick Swafford, City of Gainesville Permitting Services and GIS Manager, dated June 12, 2026.





(A) Zoning Analysis

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **The original building was constructed in 1998 and has expanded over time. This proposed expansion has been designed to remain in full compliance with the required front yard setback of the Heavy Industrial zoning district. However, the decision to further reduced the open space of the site and not meet the landscaping standards is not due to any physical characteristics of the lot; it results from the intensity of development on the site. The site is essentially being overbuilt beyond what the ordinance designated industrial property to accommodate.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No unusual hardship would be created if the requirements of this UDC are applied to this particular piece of property. The choice to expand the existing development footprint is a choice of the property owner and the variance requests are not tied to a hardship associated with extraordinary and exceptional conditions pertaining to the particular lot in question.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **The subject property is similar in size and shape to surrounding properties. No conditions are peculiar to the particular piece of property involved. The challenges in meeting open space and landscaping standards are not unique and arise solely from the proposed intensity of development.**

4. Such conditions are not the result of any actions of the property owner**; The size and shape, of the lot are not the result of any actions of the property owner; however, the lack of compliant open space and landscaping is directly attributable to the owner's proposed expansion and the cumulative development footprint on the site. These conditions do not meet the requirement that the hardship must not be self-created.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, would not appear to cause substantial determent to the public good or impair the purposes and intent of this UDC. However, because none of the hardship criteria are met, the request does not justify a variance under the standards of the ordinance**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated June 9, 2026, the Hall County Environmental Health Department stated "No comment. Public sewer."

Georgia Department of Transportation
In an email dated June 9, 2026, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated "Minor impacts expected to the State Route system, coordination required."

Hall County Public Works and Utilities
In a memorandum dated June 10, 2026, Jorge Gomez, Director of Public Works and Utilities provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
All access is from SR 60. A GDOT permit or traffic signal permit revision may be required.

Utilities:
No comment. Property is located in Gainesville sewer district.

Hall County Fire Marshal
In an email dated June 3, 2026, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Carroll Daniel Construction
330 Main St.
Gainesville, GA 30501
Phone 770-536-3241
Email Address ccowart@carrolldaniel.com

Property Owner (Name and Mailing Address)

Gold Creek Acquisitions IV, LLC
1155 Candler Rd.
Gainesville, GA 30507
Phone [redacted]
Email Address don.dubnik@goldcreekfoods.com

Location of Property 1161 Candler Rd, Gainesville, GA 30507

Present Zoning I-2 Existing Structures Cold storage facility

Type of Appeal:

_____ Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
_____ Road Frontage Variance	___ Right Side Yard	From ___ ft. to ___ ft.
_____ Sign Variance	___ Left Side Yard	From ___ ft. to ___ ft.
_____ Hardship Mobile Home	___ Rear Yard	From ___ ft. to ___ ft.
_____ GCOD Variance	___ Road Frontage	From ___ ft. to ___ ft.
✓ Other: landscape & open space	___ Sign Area	From ___ ft. to ___ ft.
	___ Sign Height	From ___ ft. to ___ ft.
	___ Doctor's Letter	___ Terms Agreement

Supporting Documents: ___ Plat of Property ✓ Site Plan
✓ Deed of Property ___ Floor Plans
✓ Hardship Statement ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Print Don Dubnik Date 5/6/26

Sign Don Dubnik Date 5/6/26

I hereby withdraw this application. Date _____

Sign _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND ZONING DEPARTMENT
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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Gold Creek Acquisitions IV, LLC

Address 1155 Candler Rd.

Gainesville, GA 30507

Phone Number [redacted]

Name of applicant(s) Carroll Daniel Construction

Address 330 Main St.

Gainesville, GA 30501

Phone Number 770-536-3241

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)

Don Dubinik

Personally appeared before me

Don Dubinik

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

Notary Public

5/6/2026
Date

MARTHA ARACELY GOMEZ
NOTARY PUBLIC
EXPIRES
GEORGIA
FEB. 16, 2029
HALL COUNTY

GOLD CREEK®

June 4, 2026

To Whom It May Concern:

This will confirm that Don Dubnik, as Executive Vice President – Operations for Gold Creek, has been authorized to execute and deliver zoning code variance applications to Hall County in connection with the construction project now pending at 1155 and 1161 Candler Road, Gainesville, Georgia.

If any further information is needed, please contact the undersigned at 678-617-8356. With best regards, I remain,

Sincerely,

Robert A. Weber, Jr.
General Counsel
Ga. State Bar no. 744895

cc: Michael Sheets, President of Gold Creek

STATE LICENSING BOARD FOR RESIDENTIAL AND GENERAL CONTRACTORS
237 Coliseum Drive, Macon, GA 31217
478-207-2440
www.sos.ga.gov/plb

Authorized Permit Agent Form (ONE FORM PER PERMIT)

This form may be used by a qualifying agent to designate an individual to obtain a permit on his/her behalf for a project for the qualifying company. The contractor should submit an original Authorized Permit Agent Form for each project for which he/she has designated an individual to pull permits. This designated individual shall further be identified as the authorized permit agent. This notarized form with an **ORIGINAL SIGNATURE** (no copies or faxes accepted), a copy of the contractor's license, a copy of the contractor's company license, and a copy of the driver's license of the authorized permit agent is to be given to the permit office in the city or county in which the project is located. **DO NOT SEND A COPY OF THIS FORM TO THE BOARD OFFICE UNLESS REQUESTED.**

License verification by permitting office should be completed by visiting http://verify.sos.ga.gov/verification

Name of Qualifying Agent:	Carroll Brian Daniel
Contractor License # (Attach a copy of license.)	[redacted]
Name of Licensed Company:	Carroll Daniel Construction Co.
Company License # (Attach a copy of license.)	[redacted]
Name of Authorized Permit Agent: (Attach a copy of driver's license.)	Clayton Cowart

PROJECT (an original form is required for each project):

Company listed on contract:	Carroll Daniel Construction
Property Owner's Name:	Gold Creek Acquisitions IV, LLC
Street Address:	1161 Candler Rd.
Apartment or Suite #	
City, State, Zip:	Gainesville, GA 30507

I hereby designate the above listed Authorized Permit Agent to apply for and obtain the permit(s) for the project listed above. The undersigned, being licensed as a qualifying agent, do hereby affirm and swear, under oath, that all information on this form and on accompanying documents are true and correct.

CB

Original Signature of Qualifying Agent (no copies or faxes accepted)

State of GA County of Hall

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28th DAY OF May 20 26

Amy Dockery

NOTARY PUBLIC My Commission Expires:

NOTARY SEAL

Revised 03-16 (all older forms are void)

PLANNING AND ZONING DEPARTMENT
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HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not_X__

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5/7/2026

Applicant's/Owner's Name (Printed): Carroll Daniel Construction - Clayton Cowart

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I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Don Dubnik **Date:** 5/6/26

Applicant's/Owner's Name (Printed): Don Dubnik o/b/o Gold Creek Foods Acquisition IV, LLC

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

Describe how each situation listed below relates to your application:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

see additional page

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

see additional page

3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood.

see additional page

4. Such conditions are not the result of any actions of the property owner.

see additional page

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

see additional page

I hereby certify that the above information and all attached information is true and correct.

Applicant [signature] **Date** 5/6/26

1161 Candler Road – Carroll Daniel Construction

Variance Request – Statement of Hardship

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).
   The subject property was developed in 1998 with a 103,606 square foot industrial building and has been in operation since that time. The applicant proposes an addition to the building for a breakroom and additional industrial space. The proposed improvements also include converting a gravel area into an asphalt paved parking lot. Site constraints such as the existing building and parking infrastructure, as well as the road, building, and railroad tracks that bound the property all restrict the developer's ability to meet the landscape and open space requirements. The subject property cannot be expanded due to these limitations.
2. The application of the requirements of this resolution to this particular property would create an unusual hardship. The application of these requirements would prohibit the developer from adding critical space to the facility and allow for its continued production and would restrict the addition of a breakroom to serve the employees.
3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood. The site conditions of this property are specific to this particular piece of property. The development standards laid out in the UDC do not account for property with unusual configuration or history that precedes many modern regulations.
4. Such conditions are not the result of any actions of the property owner. The improvements proposed by the developer are intended to improve the function and operations of the facility. However, the developer is not responsible for the configuration of the property, the location of the existing building and associated parking infrastructure, and limited open space as it currently exists.
5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for the use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district. Relief

from the regulations would not cause substantial detriment to the public good; indeed, the proposed improvements would enhance the appearance of the property with a more cultivated landscape than what currently exists. In addition, the plan addresses the decreased open space with underground detention, which allows stormwater to be managed thoughtfully and intentionally through detailed engineering.

1161 Candler Road – Carroll Daniel Construction

Variance Request – Narrative

The subject property, located at 1161 Candler Road, measures approximately 4.576 acres, and is zoned Heavy Industrial (I-2). The site was developed in 1998 with a 103,606 square foot industrial building and has been in operation since that time. The property is bound by Candler Road to the west, another Heavy Industrial site to the north, CSX railroad tracks to the east, and remnant right-of-way to the south.

The applicant is proposing an addition to the existing building for an employee breakroom and additional industrial space. The proposed improvements also include converting a gravel area into an asphalt paved parking lot.

As noted, the property was developed in 1998 and precedes zoning regulations such as the Gateway Corridor Overlay District (GCOD) and increased standards related to landscaping and open space. Currently, there is approximately 24,219 square feet of open space and minimal landscaping. There is an area in the southern corner of the property that is sparsely vegetated with pines and undergrowth, and there are several evergreen trees and crepe myrtles planted in the right-of-way in front of the facility.

Hall County's Unified Development Code (UDC) requires a site minimum of 20% to remain open space for non-residential uses. The subject property does not currently meet this standard, as there are currently 0.556 acres (24,219.36 square feet) of open space. The proposed improvements would decrease the amount of open space to 0.536 acres (23,348.16 square feet), a difference of 0.02 acres (871.2 square feet), which is less than 0.5% of the total site. **The variance request for an exception to the open space requirement is supported by the minimal impact to the amount of open space currently existing on the subject property.**

The UDC also includes certain landscape requirements related to parking lots and property frontage. Under "Parking Lot Landscaping," one frontage tree is required for every 40 feet of length of street frontage. In addition, one tree is required for every 10 parking spaces. With a total of 795 linear feet of frontage and 39 proposed parking spaces, this requires 24 trees to be planted to satisfy the requirement. The curbing for the parking lot is located adjacent to the property line along the Candler Road frontage, leaving no space for additional landscaping in this area. However, the proposed improvements will allow for the area at the southeast corner of the parcel to be planted, as shown on the submitted site plan. **The variance request for an exception to the frontage requirement is supported by the**

proposed planting area to be located in the southeast corner of the property with the appropriate number of trees needed to satisfy both standards.

LEGEND

AIF - ANGLE IRON FOUND
AKA - ALSO KNOWN AS
A2CSP - ALUMIZED TYPE 2 CORRUGATED STEEL PIPE
BC - BACK OF CURB
BL - BUILDING SETBACK LINE
BWF - BARB WIRE FENCE
C&G - CURB & GUTTER
CIT - CR MP TOP PIPE
CI - CURB INLET
CL - CENTER LINE
CLF - CHAIN LINK FENCE
CMF - CONCRETE MONUMENT FOUND
CMP - CORRUGATED METAL P PE
CO - CLEAN OUT
CONC - CONCRETE
COEPS - ARMY CORPS OF ENGINEERS
DB,PG - DEED BOOK, PAGE
DI - DROP INLET
DIP - DUCTILE IRON PIPE
DS - DOWN SPOUT
DWCB - DOUBLE W ING CATCH BASIN
EP - EDGE OF PAVEMENT
FFE - FINISH FLOOR ELEVATION
FH - FIRE HYDRANT
-G- - GAS LINE
GM - GAS METER
GP - GUY POLE
GV - GAS VALVE
GW - GUY WIRE
HC - HANDICAP
HW - HEADWALL
HWF - HOG WIRE FENCE
IE - INVERT ELEVATION
IPF - IRON P N FOUND
IPS - IRON P N SET
JB - JUNCTION BOX
LL - LAND LOT
LLL - LAND LOT LINE
LP - LIGHT POLE
MH - MANHOLE
MON - MONUMENT
N/F - NOW OR FORMERLY
O/T - OPEN TOP PIPE
PBX - POWER BOX / TRANSFORMER
-P- - OVERHEAD POWER LINE
-P/T- - O/H POWER & TELE LINE
PL - PROPERTY LINE
PM - POWER METER
POB - PO NT OF BEGINNING
PP - POWER POLE
PTP - POWER & TELEPHONE POLE
PVC - POLYVINYLCHLOR DE P PE
R/B - REINFORCING IRON BAR
RCP - REINFORCED CONCRETE PIPE
R/W - RIGHT OF WAY
-SS- - SANITARY SEWER LINE
SSE - SANITARY SEWER EASEMENT
S/W - S DEWALK
SWCB - S NGLE WING CATCH BASIN
TBM - TEMPORARY BENCHMARK
TBX - TELEPHONE BOX
TF - TRANSFORMER
TMH - TELEPHONE MANHOLE
TP - TELEPHONE POLE
TPOB - TRUE POINT OF BEG NN NG
-T- - OVERHEAD TELEPHONE L NE
UP - UNDERGROUND POWER
UT - UNDERGROUND TELEPHONE
WI - WE R INLET
-W- - WATER LINE
WM - WATER METER
WMH - WATER MANHOLE
WV - WATER VALVE

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER | DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON F LE FOR VERIFICATION OF ANY CHANGES.

SCALE: 1"=20'
GRAPHIC SCALE
10' 0' 20' 40'

NORTH

CSX RAILROAD
(150' RIGHT OF WAY)
RAIL ROAD TRACKS

OLD CANDLER ROAD
(60' RIGHT OF WAY)

S18°59'46"E 742.97'

30FT REAR BUILDING SETBACK

1161 CANDLER ROAD

TRACT 2
AREA:
4.576 ACRES

N/F
LANIER FREEZER, LLC
(DB 7353, PG 591)
(PB 868, PG 56)
ZONING: I-2
HEAVY INDUSTRIAL
OVERLAY CORRIDOR:
HALL GATEWAY DISTRICT

EXISTING BUILDING

14 EXISTING PARKING SPACES TO BE REMOVED.

BUILDING EXPANSION
AREA: 7,775 SF
FFE: 1245.13

VIRGIN OIL
NITROGEN TANK
LIFT STATION

GAS LINE EASEMENT
(DB 757, PG 496)
(PB 84, PG 272)

50FT FRONT BUILDING SETBACK

7'x7' TRANSFORMER PADS

IPF (1/2" RB W/CAP) "LSF 1029"

EXISTING GATE

ASPHALT PAVEMENT

UNDERGROUND STORMWATER DETENTION FACILITY.

10FT LANDSCAPE STRIP

RETAINING WALL
(DESIGNED BY OTHERS)

IPF (1-1/2" OTP)
IPF (1" OTP)
CMF

STATE ROUTE 60
(VARIABLE RIGHT OF WAY)

CARROLL DANIEL
engineering | construction
330 MAIN STREET SW
GAINESVILLE, GEORGIA 30501
770-536-3241

GOLD CREEK FOODS

DCCM
DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

PRELIMINARY SITE LAYOUT

GC 20 - FULLY COOKED LINE 22
1161 CANDLER ROAD
GAINESVILLE, GA 30507

PRELIMINARY

REVISION	DATE

DRAWN BY: MDS
CHECKED BY: MDS

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE DESIGN PROFESSIONAL AND SHALL NOT BE REPRODUCED, PUBLISHED, OR USED IN ANYWAY WITHOUT THE PERMISSION OF THE DESIGN PROFESSIONAL.

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4/06/2026

PROJECT #: XXXXXXXXX

LEGEND

IMPERVIOUS AREA (EXISTING)
157,636 SF = 3.62 ACRES

GRAVEL AREA (EXISTING)
17,487 SF = 0.40 ACRES

CSX RAILROAD
(150' RIGHT OF WAY)
RAIL ROAD TRACKS

OLD CANDLER ROAD
(60' RIGHT OF WAY)

1161 CANDLER ROAD
TRACT 2
AREA:
4.576 ACRES

N/F
LANIER FREEZER, LLC
(DB 7353, PG 591)
(PB 868, PG 56)
ZONING: I-2
HEAVY INDUSTRIAL
OVERLAY CORRIDOR:
HALL GATEWAY DISTRICT

STATE ROUTE 60
(VARIABLE RIGHT OF WAY)

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

EXISTING CONDITIONS IMPERVIOUS EXHIBIT
FOR :

GC 20 - FULLY COOKED LINE 22
1161 CANDLER ROAD
GAINESVILLE, GA 30507

SHEET	OF
1	2

DATE: 4.22.2026
SCALE: 1" = 60'
JOB#: G226023.CDC
FILE#: .BASE
DRAWN BY: MDS

LEGEND

- IMPERVIOUS AREA (EXISTING) 149,182 SF = 3.42 ACRES
- IMPERVIOUS AREA (PROPOSED) 25,176 SF = 0.58 ACRES
- GRAVEL AREA (PROPOSED) 1,820 SF = 0.04 ACRES

CSX RAILROAD
(150' RIGHT OF WAY)
RAIL ROAD TRACKS

OLD CANDLER ROAD
(80' RIGHT OF WAY)

1161 CANDLER ROAD
TRACT 2
AREA:
4.576 ACRES

N/F
LANIER FREEZER, LLC
(DB 7353, PG 591)
(PB 868, PG 56)
ZONING: I-2
HEAVY INDUSTRIAL
OVERLAY CORRIDOR:
HALL GATEWAY DISTRICT

S71°49'19"W 153.92'

S18°59'46"E 742.97'

STATE ROUTE 60
(VARIABLE RIGHT OF WAY)

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

PROPOSED CONDITIONS IMPERVIOUS EXHIBIT
FOR :

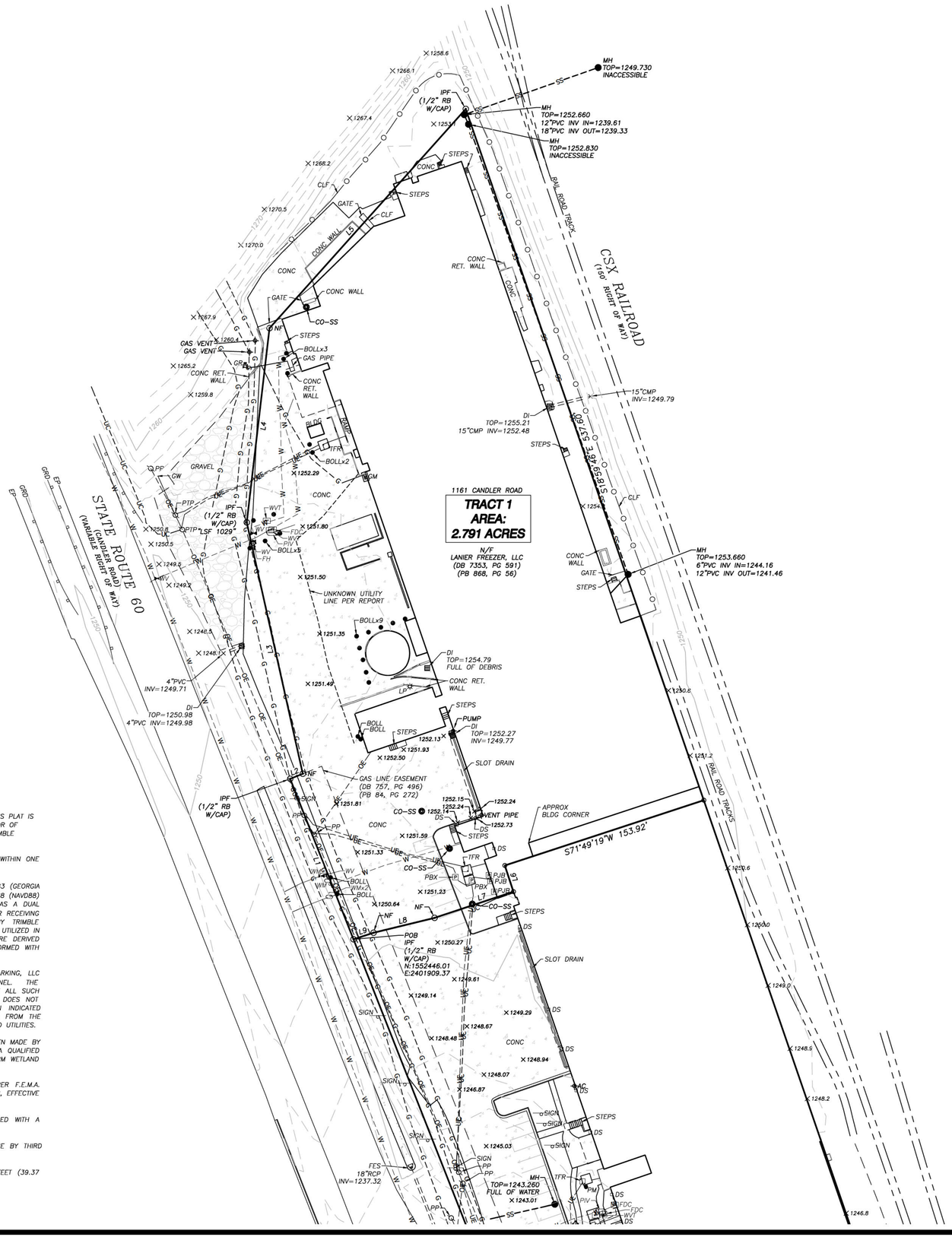
GC 20 - FULLY COOKED LINE 22
1161 CANDLER ROAD
GAINESVILLE, GA 30507

SHEET	OF
2	2

DATE: 4.22.2026
SCALE: 1" = 60'
JOB#: G226023.CDC
FILE#: .SITE
DRAWN BY: MDS

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

Line Table		
LINE #	BEARING	LENGTH (FT)
L1	N21° 29' 46"W	126.84
L2	N67° 53' 56"E	9.94
L3	N12° 33' 18"W	189.35
L4	N06° 41' 12"E	143.85
L5	N41° 49' 16"E	216.27
L6	S18° 08' 40"E	20.27
L7	S71° 36' 35"W	61.10
L8	S76° 17' 08"W	46.19
L9	S72° 00' 32"W	15.51
L10	S55° 20' 38"W	220.33
L11	N45° 11' 02"W	74.91
L12	N21° 29' 59"W	723.01



SURVEY NOTES

1. THE FIELD DATA DATED 03/17/2026 – 03/20/2026, & 03/23/2026 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 34,353 FEET AND AN ANGULAR ERROR OF LESS THAN 1 SECOND PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ###.### FEET.

3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (GEORGIA WEST) AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE (R12i) GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE.

5. THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN MARKED BY UTILITY MARKING, LLC (678-357-1946) AND FIELD LOCATED BY ROCHESTER & ASSOCIATES, LLC. PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

6. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

8. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA. COMMUNITY PANEL NO. 13139C0189G, EFFECTIVE DATE APRIL 4, 2018.

10. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.

11. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

13. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)

14. CONTOUR INTERVAL IS 2 FEET.

LEGEND

AIF	–	ANGLE IRON FOUND
BC	–	BACK OF CURB
BLDG	–	BUILDING
BOLL	–	BOLLARD
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CBX	–	CABLE BOX
CTP	–	CRIMP TOP PIPE
CI	–	CURB INLET
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CMP	–	CORRUGATED METAL PIPE
CO-SS	–	CLEANOUT
CONC	–	CONCRETE
CTF	–	CRIMP TOP PIPE FOUND
DB,PG	–	DEED BOOK, PAGE
DI	–	DROP INLET
DIP	–	DUCTILE IRON PIPE
EP	–	EDGE OF PAVEMENT
FDC	–	FIRE DEPARTMENT CONNECTION
FES	–	FLARED END SECTION
FFE	–	FINISHED FLOOR ELEVATION
FH	–	FIRE HYDRANT
-G-	–	GAS LINE
GM	–	GAS METER
GV	–	GAS VALVE
GW	–	GUY WIRE
HW	–	HEADWALL
INV	–	INVERT
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
JB	–	JUNCTION BOX
LP	–	LIGHT POLE
MH	–	MANHOLE
NF	–	NAIL FOUND
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
-P-	–	POWER LINE
-P/T-	–	POWER & TELEPHONE LINE
PBX	–	POWER BOX
PIV	–	POST INDICATOR VALVE
PJB	–	POWER JUNCTION BOX
PF	–	PIPE FOUND
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PS	–	PARKING SPACES
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVC	–	POLYVINYLCHLORIDE PIPE
RB	–	REBAR
RCP	–	REINFORCED CONCRETE PIPE
RET.	–	RETAINING
R/W	–	RIGHT OF WAY
-S-	–	SANITARY SEWER LINE
S/W	–	SIDEWALK
TBX	–	TELEPHONE BOX
TFR	–	TRANSFORMER
TP	–	TELEPHONE POLE
TSP	–	TRAFFIC SIGNAL POLE
-UC-	–	UNDERGROUND COMMUNICATION
-UE-	–	UNDERGROUND ELECTRIC
-UP-	–	UNDERGROUND POWER
WI	–	WEIR INLET
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE
WVT	–	WATER VAULT

SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DRAFT

ROBERT S. CLEVELAND, PLS #2894 — DATE

scleveland@dccm.com
Rochester and Associates, LLC.
LSF-000484 EXPIRATION 6/30/2026
www.rochester-assoc.com

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

RETRACEMENT AND TOPOGRAPHIC SURVEY FOR

GOLD CREEK FOODS
1161 CANDLER ROAD

LOCATED IN
G.M.D. 1365
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

GRAPHIC SCALE
0' 20' 40' 80' 120'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland
DRAFT

SHEET 1 OF 2

DATE: 03/26/2026
SCALE: 1" = 40'
JOB NO.: 0226023.COC
DRAWN BY: MNG
DWG NO.: SRVM.01

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

AIF	–	ANGLE IRON FOUND
BC	–	BACK OF CURB
BLDG	–	BUILDING
BOLL	–	BOLLARD
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CBX	–	CABLE BOX
CTP	–	CRIMP TOP PIPE
CI	–	CURB INLET
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CMP	–	CORRUGATED METAL PIPE
CO--SS	–	CLEANOUT
CONC	–	CONCRETE
CTF	–	CRIMP TOP PIPE FOUND
DB,PG	–	DEED BOOK, PAGE
DI	–	DROP INLET
DIP	–	DUCTILE IRON PIPE
EP	–	EDGE OF PAVEMENT
FDC	–	FIRE DEPARTMENT CONNECTION
FES	–	FLARED END SECTION
FFE	–	FINISHED FLOOR ELEVATION
FH	–	FIRE HYDRANT
–G–	–	GAS LINE
GM	–	GAS METER
GV	–	GAS VALVE
GW	–	GUY WIRE
HW	–	HEADWALL
INV	–	INVERT
IPF	–	IRON PIN FOUND
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NF	–	NAIL FOUND
N/F	–	NOW OR FORMERLY
–OC–	–	OVERHEAD COMMUNICATION LINE
–OE–	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
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–P/T–	–	POWER & TELEPHONE LINE
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POB	–	POINT OF BEGINNING
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PS	–	PARKING SPACES
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
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–S–	–	SANITARY SEWER LINE
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TBX	–	TELEPHONE BOX
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TSP	–	TRAFFIC SIGNAL POLE
–UC–	–	UNDERGROUND COMMUNICATION
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–UP–	–	UNDERGROUND POWER
WI	–	WEIR INLET
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WM	–	WATER METER
WV	–	WATER VALVE
WVT	–	WATER VAULT

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
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RETRACEMENT AND TOPOGRAPHIC SURVEY FOR

GOLD CREEK FOODS
1161 CANDLER ROAD

LOCATED IN
G.M.D. 1365
HALL COUNTY, GEORGIA

NO.	DATE	REVISIONS

GRAPHIC SCALE
0' 20' 40' 80' 120'

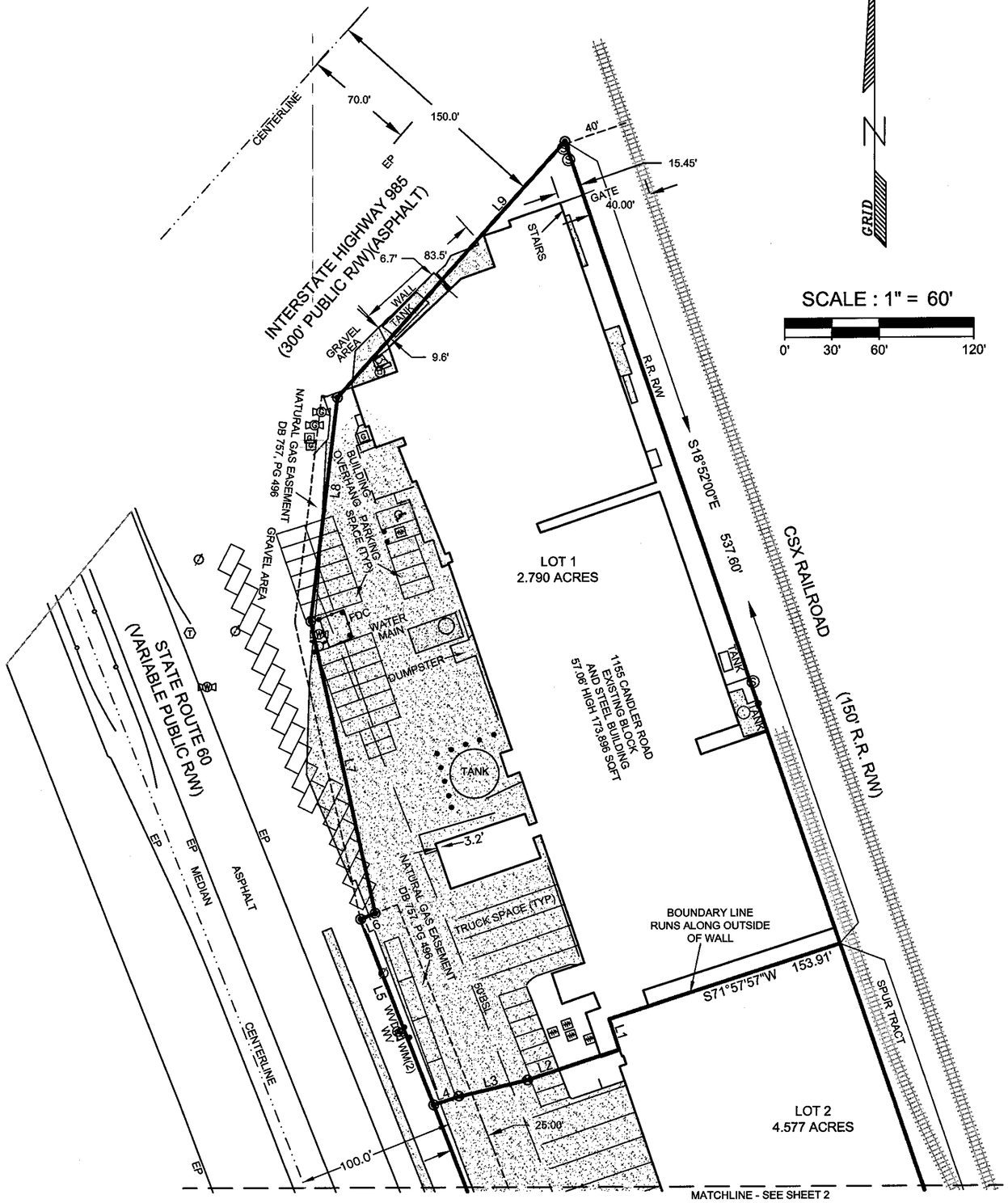
GEORGIA REGISTERED 2844 LAND SURVEYOR
DRAFT
Robert S. Cleveland

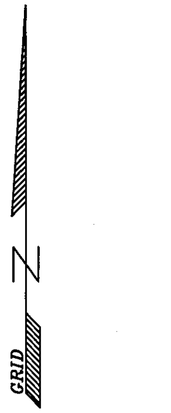
SHEET 2 OF 2

DATE: 03/26/2026
SCALE: 1" = 40'
JOB NO.: 0226023.CDC
DRAWN BY: MNG
DWG NO.: .SRVM.01

LEGEND:

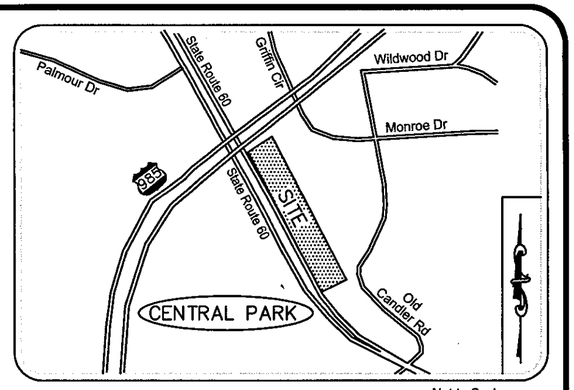
BSL	Building setback line	EM	Electric box
DB	Deed book		Power pole
EP	Edge of pavement		Guy wire
FDC	Fire department connection	W	Water meter
N/F	Now or formerly		Water valve
OTP	Open top pipe found		Fire hydrant
PG	Page	S	Sanitary sewer manhole
POB	Point of Beginning	G	Gas meter
POC	Point of Commencement		Gas valve
R/W	Right of way		Sign
RBF	Rebar found		Bollard
RCP	Reinforced concrete pipe		Water vault
	Fire department connection	C	Clean out
SP	Strain pole	T	Traffic box
	Iron pin found		Capped 1/2" rebar set
	Drop inlet		Headwall
			Building overhang/canopy
			Chain link fence
			Guardrail
			Right-of-way
			Easement boundary
			Building setback line





SCALE : 1" = 60'

0' 30' 60' 120'



Vicinity Map

Not to Scale

HALL COUNTY, GEORGIA
Filed for Record on 18 Apr 2014 at 02:32PM
PLAT BOOK : 00868
Page: 00056
by lk
Charles Baker
CHARLES BAKER
CLERK SUPERIOR COURT

SUBDIVISION INFORMATION AND NOTES

1. SITE IS LOCATED IN GEORGIA MILITIA DISTRICT 1385.

2. SITE IS CURRENTLY ZONED I-II (HEAVY INDUSTRIAL).

3. TOTAL SITE AREA = 7.367 ACRES

4. NUMBER OF LOTS = 2

5. MINIMUM LOT SIZE = 2.790 ACRES

6. BUILDING SETBACKS:
   FRONT: 50'
   SIDE: 0'
   REAR: 0'

7. SIDE SETBACK LINES APPROVED BY HALL COUNTY PLANNING COMMISION ON MARCH 4, 2014.

8. PROPOSED USAGE IS INDUSTRIAL.

9. EXISTING SANITARY SEWER SYSTEM DRAINS INTO MUNICIPAL SEWER SYSTEM.

10. PROPERTY DOES NOT HAVE A SEPTIC SYSTEM.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S18°02'03"E	20.28'
L2	S71°45'19"W	61.10'
L3	S76°25'01"W	46.22'
L4	S71°45'19"W	15.49'
L5	N21°22'06"W	126.98'
L6	N68°04'25"E	9.95'
L7	N12°24'47"W	189.25'
L8	N06°49'39"E	143.83'
L9	N41°56'04"E	216.26'
L10	N45°06'14"W	74.85'

RECORDING PERMIT
By S. McOrace 4-17-14
HALL COUNTY PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

TO:

(i) PERDUE FOODS LLC, a Maryland limited liability company
(ii) LANIER FREEZER, LLC, a Georgia limited liability company
(iii) CHICAGO TITLE INSURANCE COMPANY

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME AND/OR UNDER MY DIRECT SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE", AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE HALL COUNTY SUBDIVISION REGULATIONS HAVE BEEN MET.

BY: RONNIE JOINER

REG.NO. 2488

DATE: 4/16/2014

GEORGIA REGISTERED No. 2488 4-17-14 LAND SURVEYOR RONNIE J. JOINER

SUBDIVISION PLAT

1155 CANDLER

LOCATION	
DISTRICT: CANDLER (G.M.D. 1385)	
COUNTY: HALL	STATE: GEORGIA
ADDRESS: 1155 & 1161 CANDLER RD	
CITY: GAINESVILLE	
TAX PARCEL ID: 15035 000005	

INFORMATION	
JOB NUMBER: 13266	
SURVEY DATE: 5-15-2013	
FIELD WORK DATE: 5-13-2013	
DATE OF LAST REVISION: 4-17-2014	
DRAWN BY: PER	
CHECKED BY: RJJ	SHEET 1 OF 2

Moreland Altobelli Associates, Inc.
Engineering Planning Landscape Architecture Land Acquisition Surveying
2211 Beaver Ruin Road, Suite 190
Norcross, Georgia 30071
770/263-5945

NOTES:

A TOPCON GTS-313 TOTAL STATION WITH (EDM) ELECTRONIC DISTANCE METER WAS USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 556,246 FEET, AN ANGULAR ERROR OF 1 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 132,594 FEET.

THE NORTH MERIDIAN AND BEARINGS SHOWN HEREON IS BASED ON GRID GEORGIA WEST ZONE.

NOT ALL PARKING AND TRUCK SPACES SHOWN HEREON ARE STRIPED ON THE PROPERTY.

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ACCORDING TO FEMA MAP NO. 13139C0189F, DATED OF AUGUST 29, 2006 NO PORTION OF THE SITE IS WITHIN A FLOOD HAZARD AREA.

BEFORE DIGGING IN THIS AREA, CALL UTILITY LOCATORS AT 1-800-282-7411 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

APPROVED BY THE HALL COUNTY FIRE DEPARTMENT

BY:_____
HALL COUNTY FIRE DEPARTMENT

DATE:_____

APPROVED BY THE HALL COUNTY ENGINEER

BY:_____
JAMES MILLER HALL COUNTY ENGINEER

DATE:_____

APPROVED BY THE HALL COUNTY PLANNING DEPARTMENT

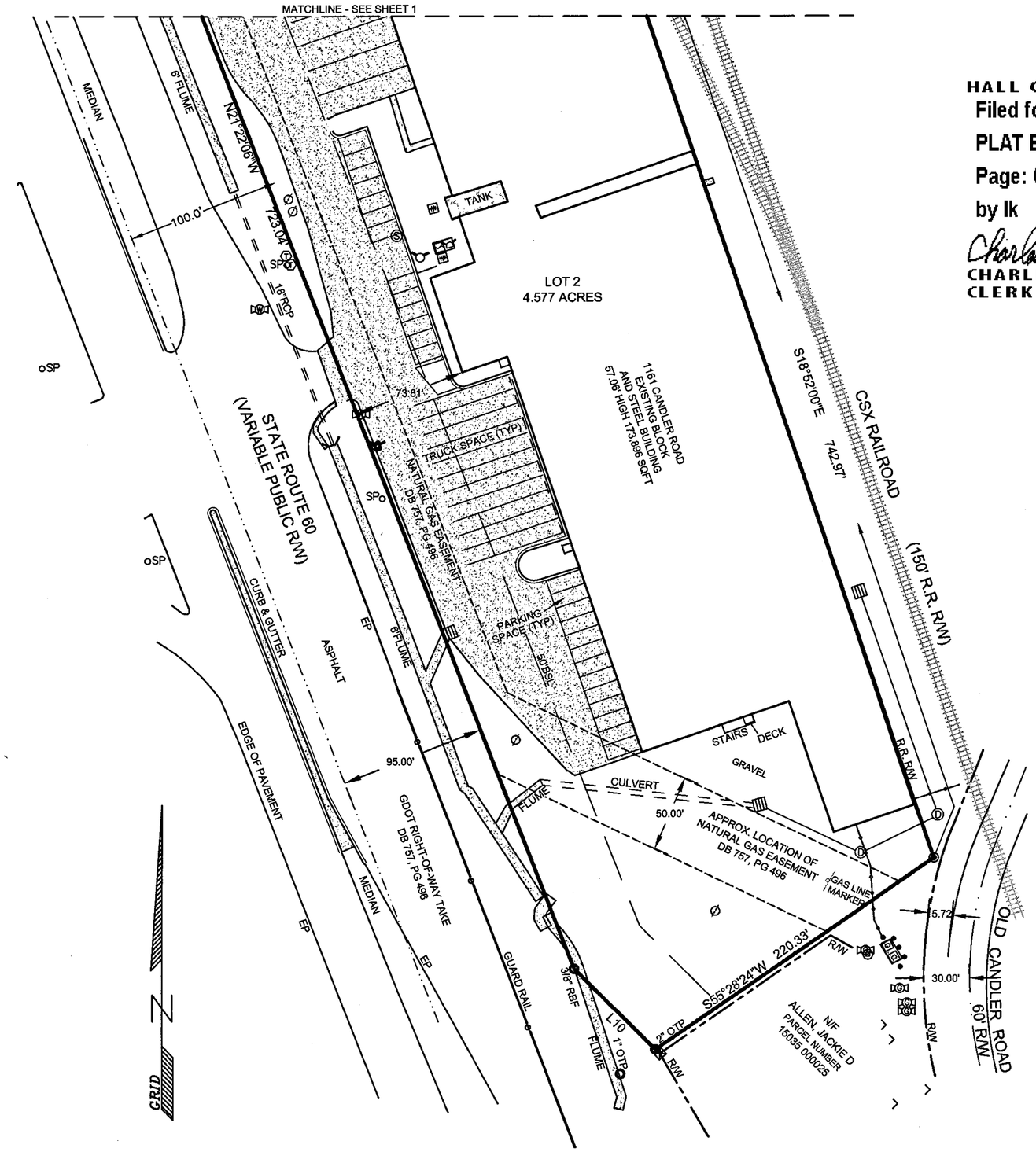
BY:_____
HALL COUNTY PLANNING DEPARTMENT

DATE:_____

OWNER, DEVELOPER & SUBDIVIDER

PERDUE FOODS LLC
P.O. BOX 1537
SALISBURY, MD 21802

RECORDING PERMIT
By S. McDonald 4-17-14
HALL COUNTY PLANNING COMMISSION



SCALE : 1" = 60'

0' 30' 60' 120'

HALL COUNTY, GEORGIA
Filed for Record on 18 Apr 2014 at 02:32PM
PLAT BOOK : 00868
Page: 00057
by lk
Charles Baker
CHARLES BAKER
CLERK SUPERIOR COURT

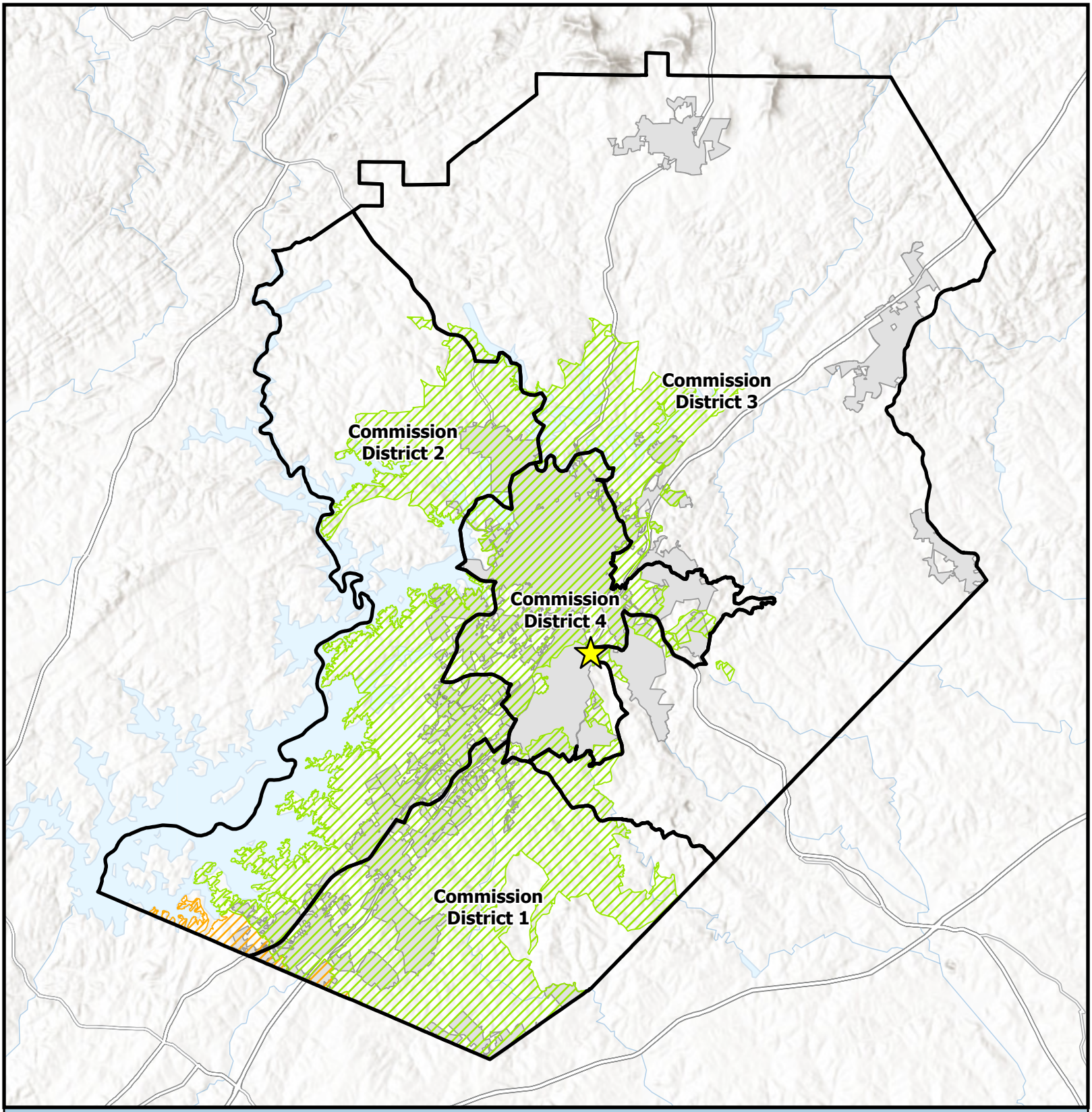
SUBDIVISION PLAT

1155 CANDLER

LOCATION	
DISTRICT: CANDLER (G.M. 1385)	
COUNTY: HALL	STATE: GEORGIA
ADDRESS: 1155 & 1161 CANDLER RD	
CITY: GAINESVILLE	
TAX PARCEL ID: 15035 000005	

INFORMATION	
JOB NUMBER: 13266	
SURVEY DATE: 5-15-2013	
FIELD WORK DATE: 5-13-2013	
DATE OF LAST REVISION: 4-17-2014	
DRAWN BY: PER	
CHECKED BY: RJJ	SHEET 2 OF 2

Moreland Altobelli Associates, Inc.
Engineering Planning Landscape Architecture Land Acquisition Surveying
2211 Beaver Ruin Road, Suite 190
Norcross, Georgia 30071
770/263-5945



Overview Map

Subject Area
Commision Districts
City Limits

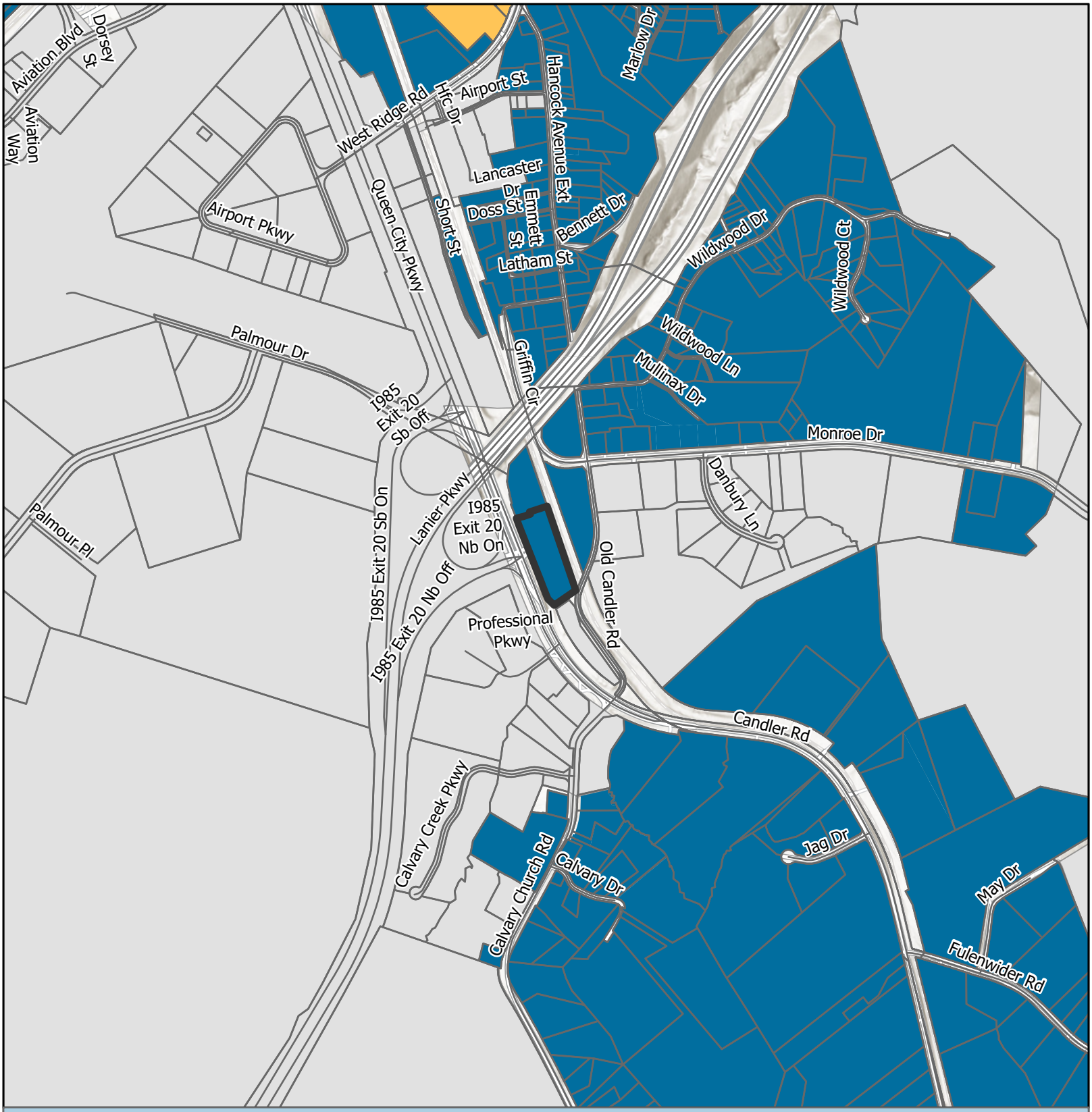
Urbanized Zone Areas
Atlanta, GA
Gainesville, GA

Subject Area Location

Applicant: Carroll Daniel Construction
Tax Parcel #: 15035 000056
Location: 1161 Candler Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Future Land Use Map

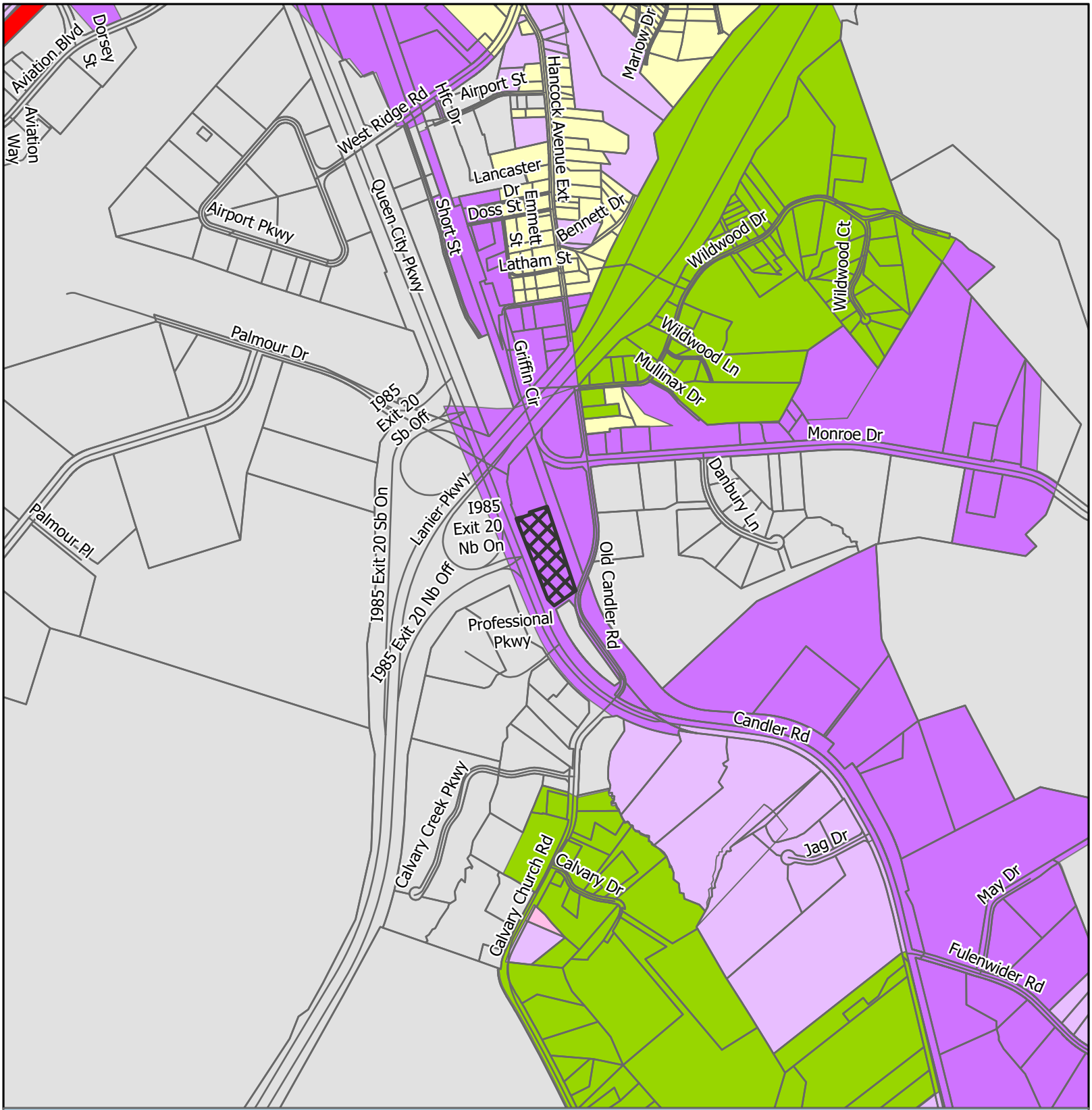
Subject Area
City Limits

FLU
Employment
Suburban Neighborhood, Medium-Density

Applicant: Carroll Daniel Construction
Tax Parcel #: 15035 000056
Location: 1161 Candler Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Zoning Map

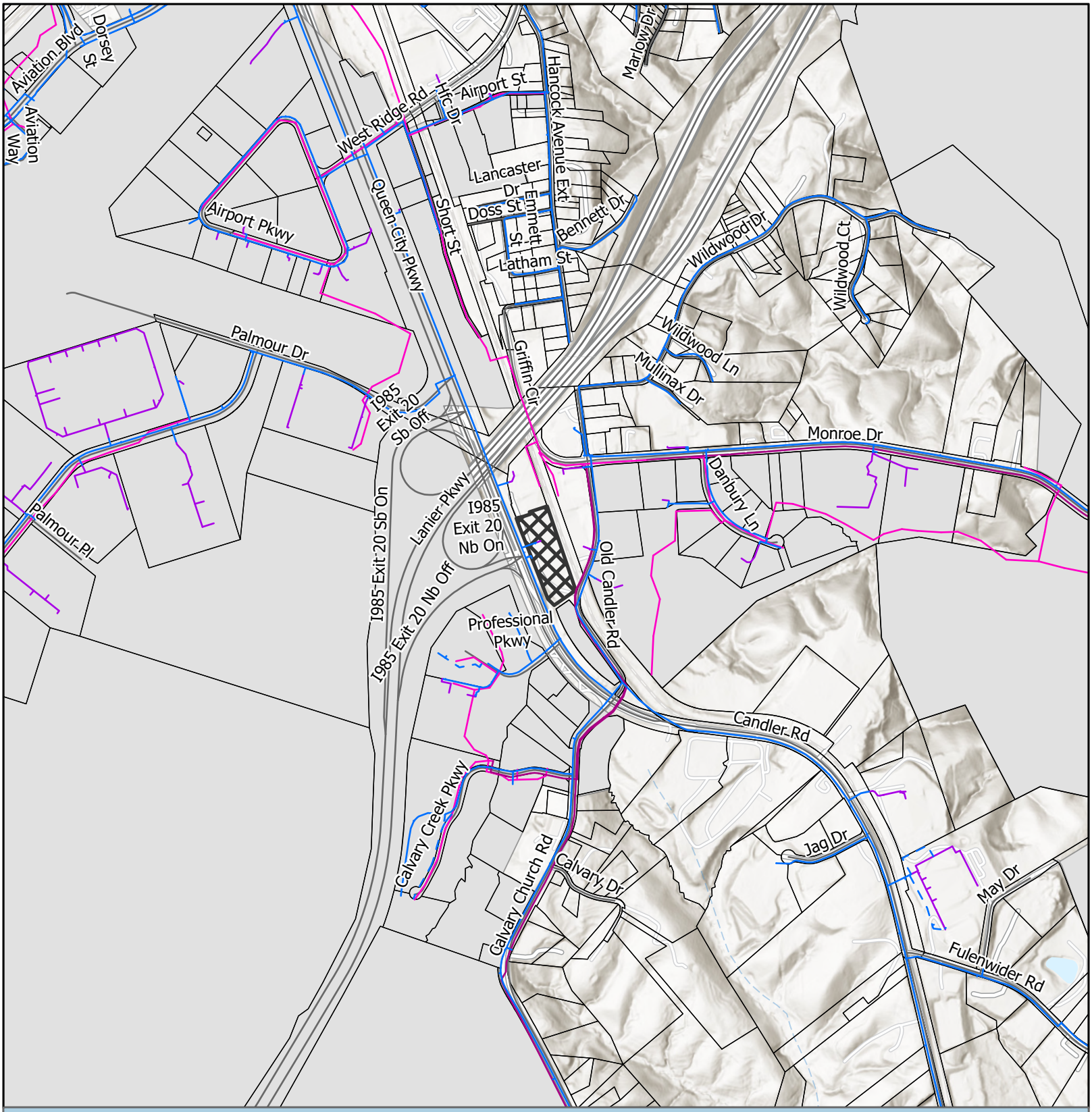
Subject Area
City Limits

Zoning
AR-1
H-B
I-1
I-2
O-I
R-1

Applicant: Carroll Daniel Construction
Tax Parcel #: 15035 000056
Location: 1161 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



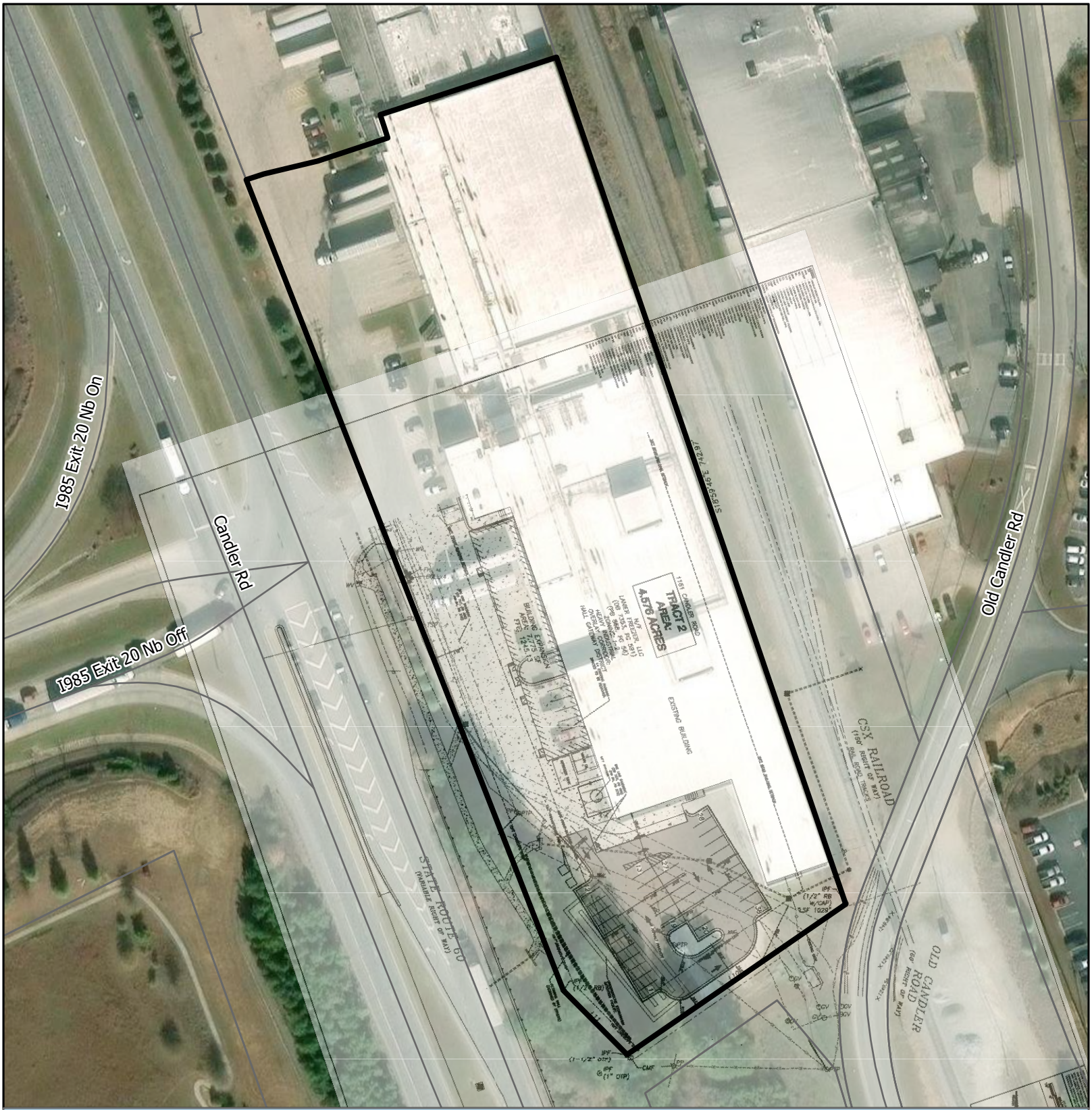
Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Carroll Daniel Construction
Tax Parcel #: 15035 000056
Location: 1161 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Site Plan & Aerial Map

Subject Area
parcel

Applicant: Carroll Daniel Construction
Tax Parcel #: 15035 000056
Location: 1161 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it *all* in Hall

Date Prepared: 6/3/2026

eFiled and eRecorded
DATE: 04/30/2026
TIME: 11:46 AM
DEED BOOK: 9847
PAGE: 512 - 516
FILING FEES: $25.00
TRANSFER TAX: $8,975.00
PT61: 069-2026-002929
RECORDED BY: NB
CLERK: Mark Pettitt
Hall County, GA

After Recording Return To:
The Weber Firm, LLC
303 Jesse Jewell Parkway, Ste. 310
Gainesville, GA 30501

[Space Above This Line For Recording]

STATE OF GEORGIA
COUNTY OF HALL

LIMITED WARRANTY DEED

THIS INDENTURE, made this 30th day of April, 2026, between LANIER FREEZER, LLC, a Georgia limited liability company (herein called "Grantor") and GOLD CREEK ACQUISITIONS IV, LLC, a Georgia limited liability company (herein called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Deed and the warranty of title contained herein are made subject to those exceptions listed on Exhibit "B" attached hereto and incorporated by reference herein (the "Permitted Exceptions"); provided, however, making the within and foregoing conveyance to such Permitted Exceptions shall not operate to republish, restate, or revive any such exception to the extent the same has by its terms expired or otherwise expired or of no further force or effect by operation of law.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

11-9-2026

ALANDRA BOGGAN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires November 9, 2026

LANIER FREEZER, LLC, a Georgia limited liability company

By:

Name: Scott Henderson

Title: EVP & Chief Investment Officer

EXHIBIT A
Legal Description

All of that tract or parcel of land lying and being in the Candler (GM.1385) District, Hall County, Georgia, and being more particularly described as follows:

To find The True Point of Beginning, commence at a capped ½-inch rebar set on the intersection of the westerly right-of-way line of CSX Railroad (formerly Gainesville-Midland Railroad), forty feet from the centerline of said railroad and the southeasterly right-of-way line of Interstate Highway 985 (150 feet from the centerline of said highway); thence along the right of way of said railroad run South 18 degrees 52 minutes 00 seconds East for a distance of 537.60 feet to a point on a building corner and The True Point of Beginning

From The True Point of Beginning, as thus established, proceed South 18 degrees 52 minutes 00 seconds East for a distance of 742.97 feet to a capped ½-inch rebar set; thence leaving said railroad right-of-way, proceed South 55 degrees 28 minutes 24 seconds West for a distance of 220.33 feet to a 2-inch open top pipe found on the northeasterly right-of-way line of State Route 60 (variable right-of-way width); thence, following said right-of-way line for the next 2 courses; proceed North 45 degrees 06 minutes 14 seconds West for a distance of 74.85 feet to a 3/8-inch rebar found; thence North 21 degrees 22 minutes 06 seconds West for a distance of 723.04 feet to a capped ½-inch rebar set; thence, leaving said right-of-way line, proceed North 71 degrees 45 minutes 19 seconds East for a distance of 15.49 feet to a PK nail set in concrete; thence North 76 degrees 25 minutes 01 second East for a distance of 46.22 feet to a PK nail set in concrete; thence North 71 degrees 45 minutes 19 seconds East for a distance of 61.10 feet to a point; thence North 18 degrees 02 minutes 03 seconds West for a distance of 20.28 feet to a point; thence North 71 degrees 57 minutes 57 seconds East for a distance of 153.91 feet to a point and The True Point of Beginning.

Containing within said bounds 4.577 acres (199,367 square feet) more or less.

Being known and designated as Lot 2 as shown on the plat entitled "Subdivision Plat 1155 Candler", which plat is recorded among the real estate records of Hall County, Georgia in Plat Book 868, Pages 54-57.

EXHIBIT B
Permitted Exceptions

1. All taxes for the year 2026 and subsequent years, not yet due and payable.
2. Rights contained in the Order and Judgment in favor of the State Highway Department of Georgia as shown on Judgment dated May 7, 1966 and recorded in Minute Book 26-A, Page 559, Hall County Records and the Judgment in favor of the State Highway Department of Georgia as shown on Judgment dated May 27, 1970 and recorded in Minute Book 37-A, Page 333, Hall County Records.
3. Natural gas line easement to United Cities Gas Company, dated December 1, 1981, recorded December 17, 1981 in Deed Book 757, Page 496, Hall County Records.
4. Reciprocal Easement Agreement by and between Perdue Foods LLC, successor by merger to KD Acquisition I, LLC and Lanier Freezer, Cooperative Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, in its capacity as collateral agent, dated April 18, 2014 and recorded April 18, 2014 in Deed Book 7353, Page 609, Hall County Records.
5. License Agreement by and between Perdue Foods LLC, successor by merger to KD Acquisition I, LLC and Lanier Freezer, Cooperative Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, in its capacity as collateral agent, dated April 18, 2014 and recorded April 18, 2014 in Deed Book 7353, Page 626, Hall County Records.
6. License Agreement by and between Perdue Foods LLC, successor by merger to KD Acquisition I, LLC and Lanier Freezer, dated April 18, 2014 and recorded April 18, 2014 in Deed Book 7353, Page 638, Hall County Records, and amended by that Amendment, Transfer, and Assignment of License Agreement by and between Perdue Foods LLC, successor by merger to KD Acquisition I, LLC and Lanier Freezer, dated October 17, 2025, and recorded October 23, 2025 in Deed Book 9742, Page 208, Hall County Records.
7. Subdivision Plat prepared by Moreland Altobelli Associates, Inc., bearing the seal of Ronnie J. Joiner, RLS No. 2488, dated May 15, 2013, last revision dated April17, 2014, and designated Jo No. 13266, recorded April 18, 2014 in Plat Book 868, Pages 56-57, Hall County Records, discloses the following:
    a. Northern boundary of property runs along northern line of building;
    b. Natural gas easement located in the Western portion of the subject property;
    c. 50 foot building setback line along State Route 60;
    d. Drain inlets, culvert, and flume; and
    e. Eastern line of property is westernmost boundary of 150' railroad right of way.
8. Use restrictions contained in Limited Warranty Deed from Perdue Foods LLC, successor by merger to KD Acquisition I, LLC, to Lanier Freezer, LLC, dated April 18, 2014, recorded April 18, 2014 in Deed Book 7353, Page 591, Hall County Records.
9. ALTA / NSPS Land Title Survey for Gold Creek Acquisitions IV, LLC, and Stewart Title Guaranty Company dated January 28, 2026, prepared by Patton Land Surveying, LLC, Chris M. Patton, RLS no. 2647, jn. 26-003 discloses the following:
    a. Encroachments of concrete slab (2.95' inside r/w), metal gate inside (30.85' inside r/w), underground gas crosses property line outside of easement, metal gate inside (11.40' inside r/w), gravel (6.90' inside r/w), underground gas crosses property line

outside of easement, power pole and overhead power lines cross property line (easement not found), and gravel (2. 75' inside r/w);

b. Telecommunications and water line easements;
c. Easternmost property line is westernmost boundary;
d. Natural gas line and easement;
e. Setback lines;
f. Driveway easement; and
g. Electrical lines and overhead power poles.

Lynn Taylor (Planning)

From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Friday, June 12, 2026 3:09 PM
To: Lynn Taylor (Planning)
Subject: Re: 1161 candler

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 Lynn,

The City of Gainesville confirms water and sewer availability for the proposed expansion of this property in the amount of 150,000 gallons per day. If you need anything further, please let me know.

Thanks,

Nick Swafford
Permitting Services and GIS Manager
Gainesville Water Resources

GEORGIA DEPARTMENT OF PUBLIC HEALTH
District 2 Public Health

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: June 9, 2026

Subject: July 9, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are based upon information provided by the applicant and current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 1161 Candler Road, Carrol Daniel Construction: No comment. Public Sewer.

* 6249/0 Ben Parks Road, Jernigan/Dodd: No comment.

* 6250/6255 Old Dawsonville Hwy (A/B/C), The Ark at Lake Lanier, LLC: 6250 Old Dawsonville Hwy is served by two septic systems consisting of a 6 bedroom Eljen system and a 1 bedroom Eljen system. The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed. Property should be rented as a whole to one tenant/related party. Approval for Short Term Rental use/licensing to be determined by Hall County Community Development & Infrastructure. 6255 Old Dawsonville Hwy is served by a 2 bedroom septic system. Any proposed parking on this parcel must meet required setbacks to the existing septic system and not impact future repair area.

Outlook

RE: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Tue 6/9/2026 1:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Peevy, Jonathan <jpeevy@dot.ga.gov>; Dorminey, Madison N <mdorminey@dot.ga.gov>

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.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Tuesday, June 9, 2026 8:56 AM
To: Dykes, Jason <jdykes@dot.ga.gov>; Brent Cook (Engineering) <becook@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jerry Smith (Fire Services) <jesmith@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Karen Martinez (Public Works - Sewer) <kmartinez@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Kristie Turner (Development Services) <kturner@hallcounty.org>; Lauren Brandao (Engineering) <lbrandao@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Mandy Bolton (Building Inspection) <mbolton@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Scott Cone (Building Inspection) <scone@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>
Subject: Fw: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

As a reminder these comments are due tomorrow. Please let me know if you have any concerns with this deadline.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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Please note: Hall County will be implementing our new NextRequest Open Records Request portal on July 1, 2026. Current ORR specific email addresses (such as orr_bocc@hallcounty.org, etc.) will be deactivated, and all requests will need to be submitted through the new portal (https://hallcountyga.nextrequest.com/).

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, May 29, 2026 5:00 PM
Subject: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

The Tentative Planning Items for the June 25, 2026 Hall County Board of Commissioners Voting Meeting are now available. For consistency, please submit your comments in memorandum format. We would greatly appreciate it. Please note that late comments may not be included in the staff report. The packets were sent via Teams or a separate email.

Reminder: These items will be discussed at next week's Development Review meeting.

When submitting comments, be sure to include:
• Applicant's name
• Property address
• Your corresponding comment

Comments are due Wednesday, June 10, 2026.
Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

Minor impacts expected to the State Route system, coordination required.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

Off-System no impacts expected to the State Route system.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

Thank you,

Kaitlyn Elliott

Planning Commission Clerk

Planning and Zoning

(770) 531-6810

kelliott@hallcounty.org

www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

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All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: June 10, 2026

Subject: July 9, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the July 9, 2026, meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** All access is from SR 60. A GDOT permit or traffic signal permit revision may be required.
- **Utilities:** No comment. Property is located in Gainesville sewer district.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

- **Engineering**: No comment
- **Traffic:** No concerns with traffic volumes.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** The existing driveway for the parking across the street shall be used. No new access will be allowed. The existing site has 5 driveways. One of the driveways serving the sports court area shall be closed. A pedestrian crossing plan shall be submitted to Hall County Engineering for approval.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

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POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

Hall County Government
FIRE RESCUE

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 6/3/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 7-9-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 6/25/26 meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

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Hall County Fire Marshal's Office comments for proposed event facility with lodging.

Life Safety Code 2024 Edition 43.7.2 Change of Occupancy Classification.
Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section **43.7.2.1** or **43.7.2.3**.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

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(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Hall County Fire Marshal's Office comments for proposed event facility with lodging.

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Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section **43.7.2.1** or **43.7.2.3**.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet all applicable life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis. See Chapter 26 for lodging life safety code requirements.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons. See Chapter 28 for hotel life safety code requirements.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
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HALL COUNTY
HIGHLANDS
ISLANDS
FIRE
RESCUE

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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GEORGIA
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PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, which is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

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

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

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

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

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JUNE 11, 2026 AND NO LATER THAN JUNE 17, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 17, 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, Elizabeth Garmon (Please Print Name) **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 06/12/2026 (Date) for Carroll Daniel Construction (Name application filed as).

Signature Elizabeth Garmon

(The original document is required)

Revised September 2021

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: CARROLL DANIEL CONSTRUCTION
REQUEST: VARIANCE TO SITE DEVELOPMENT STANDARDS TO ALLOW A COMMERCIAL ADDITION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 09, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 405/2026

SUBJECT: **6250 & 6255 Old Dawsonville Road | Special Use |** for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request with the following conditions, as the proposed use meets the standards of the UDC:

1. The property shall be utilized in accordance with the site plan and narrative dated May 8, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Prior to the development of any additional impervious area on the site, the applicant shall submit an as-built survey to ensure permitted lot coverage is not exceeded. The survey shall document the total impervious lot coverage and clearly specify the percentage of coverage attributable to principal and accessory structures versus all other impervious surfaces.
3. No development or building permits for new construction shall be issued for 6255 Old Dawsonville Highway until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.
4. The existing driveway for the parking across the street shall be used. No new access will be allowed.
5. A pedestrian crossing plan between the two properties shall be submitted to Hall County Engineering for approval.
6. One of the driveways serving the sports court area (one of five serving the site) shall be closed.
7. All building code violations identified in the Building Inspections Division Memorandum dated June 5, 2026, must be resolved before the business license for the shortâ€'term rental can be renewed and before a business license for the event facility can be issued.
8. All Fire Code requirements shall be met as identified in the Memorandum dated June 3, 2026, from the Fire Marshal's Office prior to issuance of a business license for the event facility use.
9. 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.
10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request: **History:**

6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed use: Event facility |** Commission District 2 | **The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

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

Approvals:

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
AD			

Attachments:

Staff Report
Staff Amended Conditions
Application
Narrative
Statement of Hardship
Supplement Memo
Site Plan
Plat
Survey
Maps
Site Photos
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comments
Building Inspection Comment
Notice Signs
Public Comment - from Jeff & Lynn Craven
Public Comment - from Ron Harper
Public Comment - from Jay & Susan Sexton
Public Comment - from Mr. & Mrs. Robin Callahan
Community Opposition Petition
Map - Public Comments Rec'd

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... The Ark at Lake Lanier, LLC c/o Jeff Hylton

Request ..... (A) **Special Use** | for event facility
(B) **Variance** | to Section 8.1

Proposed Use ..... (A) Event facility
(B) Event facility with off-site shared parking

Size ..... (A) 3.59± acres
(B) 3.59± acres

Zoning ..... Vacation Cottage (V-C)

Location ..... **6250 & 6255 Old Dawsonville Road |** Tax Parcels 10035 000006A & 10035 000008B

Commission District ..... Two

Commission Date ..... July 9, 2026

Staff Recommendation ..... (A) **Approval, with conditions,** as the proposed use meets the standards of the UDC.
(B) **Denial**, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

Record Number..... (A) HZCU26-0019
(B) HVAR26-0019

(A) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. The property shall be utilized in accordance with the site plan and narrative dated May 8, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Prior to the development of any additional impervious area on the site, the applicant shall submit an as-built survey to ensure permitted lot coverage is not exceeded. The survey shall document the total impervious lot coverage and clearly specify the percentage of coverage attributable to principal and accessory structures versus all other impervious surfaces.

3. No development or building permits for new construction shall be issued for 6255 Old Dawsonville Highway until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.

4. The existing driveway for the parking across the street shall be used. No new access will be allowed.

5. A pedestrian crossing plan between the two properties shall be submitted to Hall County Engineering for approval.

6. One of the driveways serving the sports court area (one of five serving the site) shall be closed.

7. All building code violations identified in the Building Inspections Division Memorandum dated June 5, 2026, must be resolved before the business license for the short-term rental can be renewed and before a business license for the event facility can be issued.

8. All Fire Code requirements shall be met as identified in the Memorandum dated June 3, 2026, from the Fire Marshal's Office prior to issuance of a business license for the event facility use.

9. 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.

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

(B) Staff recommends DENIAL of the applicant's request.

The following should be considered a variance to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **Section 8.1.4 – Off-site Shared Parking** – If off-street parking cannot be reasonably provided on the same lot on which the principal use is conducted, the Planning Commission may permit such spaces to be provided on other off-street property upon approval of a variance in accordance with Sec. 11.2. Off-site parking spaces must be associated with the permitted use and may not thereafter be reduced or encroached upon in any manner.
    - The applicant is proposing approximately 25-30 off-site shared parking spaces located at 6255 Old Dawsonville Highway to be used for the event facility at 6250 Old Dawsonville Highway.

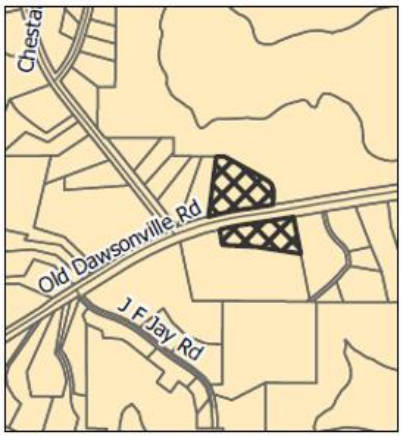
Summary Analysis

The applicant has submitted two concurrent requests on two tracts, with a combined acreage of 3.59± acres, zoned Vacation Cottage (V-C) for: (A) a Special Use for an event facility and (B) a Variance to Section 8.1 for off-site shared parking.

Per the Tax Assessor and/or Building records, the site is developed with the following:

- 10,151 square foot single-family residence, originally constructed in 1955 (remodeled and expanded in 2008 subsequent to fire damage; RES2008-01387 & RES2010-00618)

- 504 square foot accessory structure constructed in 1950 (1991 Plat identifies as “barn”) and converted to a single-family residence (date of conversion unknown – possibly Permit# 990003180 for a “residential guest house”)
- 840 square foot single-family residence constructed in 1988 (predates building permit records)
- Pool and cabana constructed in 1999 & 2000
- Sports court (HRNEW26-0270)



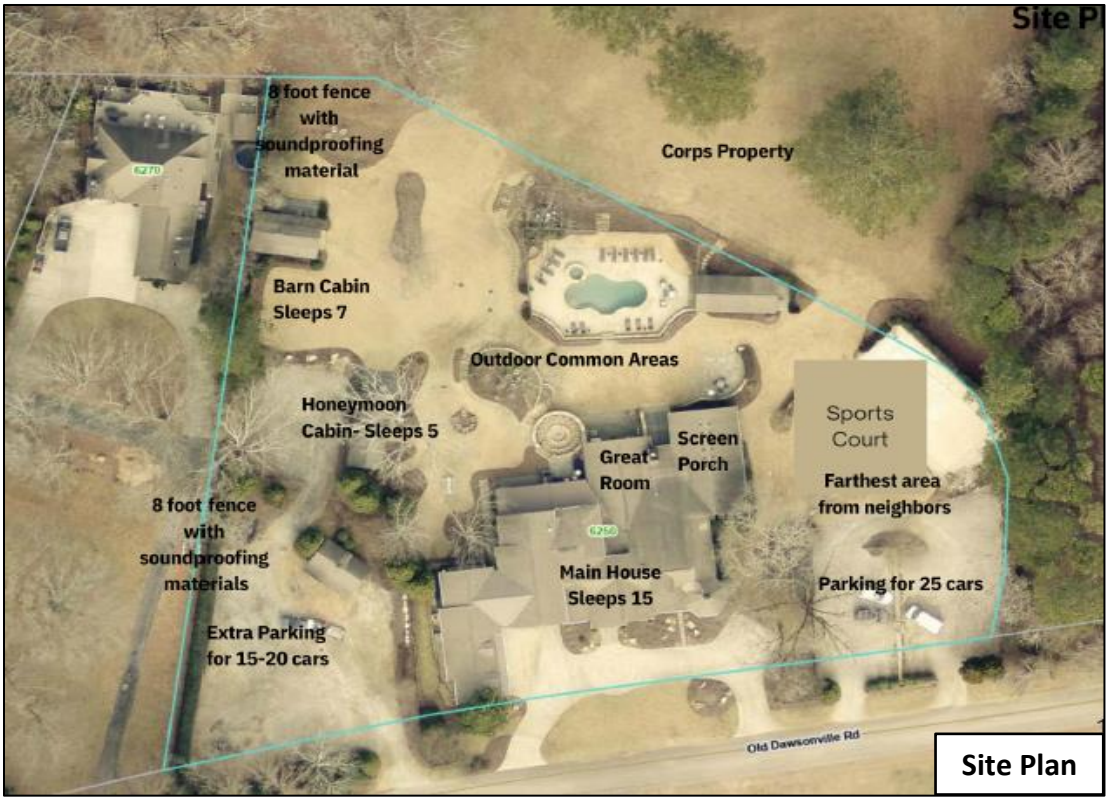
The surrounding properties are zoned and developed as outlined below:

North:	Army Corps of Engineers (Lake Lanier)
East:	Army Corps of Engineers (Lake Lanier)
South:	Vacation Cottage (V-C): Single-family residences
West:	Vacation Cottage (V-C): Single-family residences

Per the submitted narrative, the applicant is requesting Special Use approval for an event facility with lodging to accommodate structured group retreats, family gatherings, leadership retreats, non-profit programs, ministry retreats and small private gatherings. In addition to the 27 overnight guests allowed under the current short term rental license, the applicant seeks approval to host special events associated with overnight bookings for a total on-site capacity of 80 people. To support the additional attendance, the applicant is also requesting a Variance to Section 8.1.4 to permit the use of off-site shared parking on the parcel located across the street at 6255 Old Dawsonville Highway, which is under the same ownership.

The submitted site plan identifies the various residential structures, outdoor amenities, and three on-site parking areas accommodating 40-45 parking spaces at the 6250 Old Dawsonville Highway parcel, as well as, approximately 25-30 off-site shared parking spaces at the 6255 Old Dawsonville Highway property.

Water service is provided by the City of Gainesville, and sanitary sewer services are provided by on-site septic.


Site Pl
8 foot fence with soundproofing material
Corps Property
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Great Room
Screen Porch
Sports Court
Farthest area from neighbors
8 foot fence with soundproofing materials
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
Site Plan

6270
6149
6250
Parking
Parking
Easy safe walk across
Tree and bush buffer
Parking attendants here during events
Prop Manager house and office
Occasional parking for 25-30 cars
6221
Empty dilapitated house and grassy area
6235
Trees and empty acreage
6271
6285
Site Plan

History

In 2014, a business license (BUS-0030444) was issued for a short-term rental at 6250 Old Dawsonville Highway (Tax Parcel 10035 000006A). At that time, the maximum occupancy was approved for 3 bedrooms and 9 occupants within the primary single-family residence. In 2024, the maximum occupancy for the short-term rental was increased to 6 bedrooms and 15 occupants in the primary residence (HOCC24-0091). In 2025, following the 2024 UDC update to the definition of "guest house," which removed the restriction prohibiting guest houses from being rented, the maximum occupancy was further increased to 27 occupants. This expansion included the addition of two guest houses identified on the site plan: the "Honeymoon Cabin" (Cottage 1), approved for 1 bedroom and 5 occupants, and the "Barn Cabin" (Cottage 2), approved for 2 bedrooms and 7 occupants.

While the Business License allows occupancy of 9 bedrooms, the Environmental Health Department has stated in their Memorandum dated June 9, 2026, that "The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed."

Parking Analysis

The subject property is permitted to host up to 27 overnight guests under the existing short-term rental license. While neither the Unified Development Code (UDC) nor MuniCode Chapter 5.100 (Short-Term Rental) establishes a specific on-site parking requirement for short-term rentals, the additional request for an event facility triggers the parking standards applicable to that use.

For event facilities, the UDC requires either 1 parking space per 4 seats or 1 space per 200 square feet of assembly area when seating is not fixed. Because the applicant has not designated a specific event area or provided fixed seating calculations, it is reasonable and consistent with the code to apply the standard of 1 parking space per 4 event attendees.

Assuming each of the 27 overnight guests requires one parking space, the maximum number of additional event attendees would be 53 persons to reach the total requested capacity of 80 persons. Applying the event standard of one parking space per four additional attendees, the event component would require approximately 14 additional spaces. This results in a total parking need of approximately 41 spaces.

Per the applicant, the existing property at 6250 Old Dawsonville Highway can accommodate between 40 and 45 on-site parking spaces. Because the on-site capacity meets or exceeds the calculated demand for both overnight guests and associated event attendees, additional off-site parking is not required to support the proposed use.

Comprehensive Plan

The subject properties are located within the future land use designation of Lakeside Residential within the Murrayville/Sardis character area. These areas are located near and adjacent to the edges of Lake Lanier and can range from low density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a

style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density.

(A) Zoning Analysis – Special Use

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **While the surrounding area is primarily developed with single-family residential uses, the property already supports an established short-term rental operation with multiple approved guest accommodations. The event facility would be incorporated into this existing framework on a large tract that provides natural separation from nearby residences. With appropriate conditions to address operational impacts, the proposed use can be accommodated on the site.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed special use will adversely affect the existing use or usability of adjacent or nearby properties. If parking is properly accommodated and activity areas are appropriately buffered from surrounding residential properties, the continued usability of adjacent and nearby properties can be 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, however, the applicant cannot operate an event facility without obtaining Special Use approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the intent of the Lakeside Residential future land use designation in the Comprehensive Plan. These areas are located near and adjacent to the edges of Lake Lanier and can range from low density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property has been developed with a single-family residential use since 1955 and short-term rental use since 2014.**

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; **While there are no other event facilities in the immediate area, the proposed use could be described as a resort-style multi-family development which is a use within the Lakeside Residential future land use designation in the Murrayville/Sardis character area. The Special Use itself does not create an isolated district unrelated to the surrounding districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county, and the proposed use can be accommodated within the generally low-density, residential character of the surrounding neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **Event facilities require Special Use approval in every zoning district where they are allowed. Therefore, no zoning district provides the use by right, and the applicant is not limited in the availability of appropriately zoned sites based on this criterion.**

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.**

(B) <u>Zoning Analysis</u> – Variance

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **There are no extraordinary or exceptional conditions related to the size, shape or topography of the lot that would justify the requested variance.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **As adequate parking can be provided on the 6250 Dawsonville Highway property itself based on calculated demand for both overnight guests and associated event attendees, there is no demonstrated hardship or practical need for off-site shared parking.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **Although the proposed use may be unique to the 6250 Dawsonville Highway property, the site itself can accommodate the required parking, therefore no peculiar site conditions exist that warrant relief.**

4. Such conditions are not the result of any actions of the property owner**; The request for additional parking stems from the operational preferences of the applicant/property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, may not cause substantial detriment to the public good, but it would undermine the intent of the UDC, which requires demonstration of true hardship before varying parking standards.**

<u>11.2.6.E - Submission requirements</u>

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated June 9, 2026, the Hall County Environmental Health Department stated "6250 Old Dawsonville Hwy is served by two septic systems consisting of a 6 bedroom Eljen system and a 1 bedroom Eljen system. The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed. Property should be rented as a whole to one tenant/related party. Approval for Short Term Rental use/licensing to be determined by Hall County Community Development & Infrastructure. 6255 Old Dawsonville Hwy is served by a 2 bedroom septic system. Any proposed parking on this parcel must meet required setbacks to the existing septic system and not impact future repair area."

Georgia Department of Transportation
In an email dated June 9, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated "Off-System no impacts expected to the State Route system.

Hall County Public Works and Utilities
In a memorandum dated June 10, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage

Traffic:
The existing driveway for the parking across the street shall be used. No new access will be allowed. The existing site has 5 driveways. One of the driveways serving the sports court area shall be closed. A pedestrian crossing plan shall be submitted to Hall County Engineering for approval.

Utilities:
No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

Hall County Fire Marshal
In a memorandum dated June 3, 2026, the Hall County Fire Marshal's office provided the following comments:

"Hall County Fire Marshal's Office comments for proposed event facility with lodging.

Life Safety Code 2024 Edition 43. 7 .2 Change of Occupancy Classification.
Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section 43.7.2.1 or 43.7.2.3.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance."

Hall County Business License Division
In a memorandum dated June 4, 2026, Brandi Smith, Business License Director stated "Mr. Hylton is currently licensed for a short-term vacation rental. If approved, he would need to amend his business license to allow for the Event Facility"

Hall County Building Inspections
In a memorandum dated June 5, 2026, Kristie Turner, Development Services Director and Cody Edwards, Interim Building Official/Building Inspections Manager, provided the following comments:

"The property is currently operating as a short-term rental (STR) with a maximum approved overnight occupancy of 15 transient guests in the main house. Two additional accessory structures, the Garage apartment, Kathy's Cabin, and the Barn Cabin.

On June 5th, 2026, representatives from the Hall County Fire Marshal's Office and Hall County Building Development conducted a site inspection at Ark on Lanier. The following memorandum outlines all code violations identified by Hall County Building Development during that visit.

Main House
- Remove the smoke detector that is located inside the garage.
- Provide GFCI protection for all outlets located inside the garage.
- Relocate smoke detectors to maintain a minimum 3-foot clearance from any air vent.
- Bedroom located in the basement does not contain proper egress, so therefore it cannot be considered a bedroom.
- Provide required landings at the bottom of all stairways.
- Remove all obstructions from egress windows.

Garage Apartment
- Repair firewall inside the mechanical closet located in the garage.
- Ensure all outlets inside the gym/garage are GFCI protected.

Kathy's Cabin
- A handrail is required to be installed along the stairs leading out the front door of the residence.

Barn Cabin
- The upstairs room does not have proper egress and therefore cannot be used as sleeping quarters.

Conclusion:
Hall County Building Development appreciates the cooperation of the property owner and representatives present during the June 5, 2026, inspection. The items outlined in this memorandum must be corrected to bring the main house and accessory structures into compliance with applicable life-safety and building code requirements. Once all deficiencies have been addressed, please contact our office to schedule a follow-up inspection. We look forward to working with you to ensure the Ark on Lanier operates safely and in accordance with Hall County regulations."

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

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

From: Katie Ahmed, Planning & Zoning Director

Date: July 7, 2026

Subject: **(A) 6250 & 6255 Old Dawsonville Road | Special Use |** for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed use: Event facility** | Commission District 2 | **The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(B) 6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 | to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed Use: Event facility with off-site shared parking |** Commission District 2 | **The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Dear Commissioners,

Following further internal discussion as well as recently received documents including a circulation plan and photographs of parking circulation signage from the applicant, Staff is recommending amendments to the conditions of zoning outlined in this Staff report. The changes are outlined below in red,

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be utilized in accordance with the site plan and narrative dated May 8, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Prior to the development of any additional impervious area on the site, the applicant shall submit an as-built survey to ensure permitted lot coverage is not exceeded. The survey shall document the total impervious lot coverage and clearly specify the percentage of coverage attributable to principal and accessory structures versus all other impervious surfaces.
3. No development or building permits for new construction shall be issued for 6255 Old Dawsonville Highway until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.
4. The existing driveway for the parking across the street shall be used. No new access will be allowed.
5. A pedestrian crossing plan between the two properties shall be submitted to Hall County Engineering for approval**, and all construction and installation costs shall be the responsibility of the applicant.**
6. ~~One of the driveways serving the sports court area (one of five serving the site) shall be closed.~~ **The driveway(s) serving the parking area on the east side of the property shall comply with Chapter 12.40 of the Hall County Code of Ordinances, and an encroachment permit shall be obtained.**
7. All building code violations identified in the Building Inspections Division Memorandum dated June 5, 2026, must be resolved before the business license for the short-term rental can be renewed ~~and before a business license for the event facility can be issued~~.
~~8. All Fire Code requirements shall be met as identified in the Memorandum dated June 3, 2026, from the Fire Marshal's Office prior to issuance of a business license for the event facility use.~~
8. **All existing structures on the property must be brought into full compliance with all applicable building and life-safety code standards, as determined by the Hall County Fire Marshal and Building Inspection Department, prior to the issuance of an event-facility business license. Outdoor events shall not be a substitute for these required modifications.**
9. **All advertisements for events and hosted events shall be suspended until the issuance of an event facility business license.**
10. 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.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

If you have any questions, please let me know.

Katie Ahmed
Planning & Zoning Director

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
The Ark at Lake Lanier, LLC - Jeff Hylton
106 Spring St SW, Ste 304
Gainesville, GA 30501-3761
Phone 404 285 3266
Email Address jeff@arkonlakelanier.com

Property Owner (Name & Mailing Address)
← Same and IPH Investments, LLC
Same
Same
Phone Same
Email Address Same

Proposed Use Special Event facility

Contact Person (Name & Mailing Address)
Jeff Hylton
same
Phone 404 285 3266
Email Address jeff@arkonlakelanier.com

Status of Applicant
☑ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action
Type of Request:
☒ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning: V-C
Tax Parcel Number 10035 000004 & 8B
Acreage 2.03
Location Address 6255 & 6250 Old Dawsonville Rd Gainesville GA 30506

I hereby certify that the above information and all attached information are true and correct.

Print Jeff Hylton Date: 5-6-26
Sign [signature] Date: 5-6-26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

[signature] 6-19-26

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/13/2026 4:40:28 PM

BUSINESS INFORMATION	
CONTROL NUMBER	13458913
BUSINESS NAME	The Ark at Lake Lanier, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	02/13/2026
ANNUAL REGISTRATION PERIOD	2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	106 Spring Street SW Unit 304, Gainesville, GA, 30501-3761, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
Jeff C Hylton	106 Spring Street SW Unit 304, Gainesville, GA, 30501-3761, USA	Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Jeff C Hylton
AUTHORIZER TITLE	Organizer

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 03/26/2025 11:56:47

BUSINESS INFORMATION	
BUSINESS NAME	: IPH Investments LLC
CONTROL NUMBER	: 16059024
BUSINESS TYPE	: Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	: 2025, 2026, 2027

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: PO Box 6, Gainesville, GA, 30503, USA
REGISTERED AGENT NAME	: Jeff Hylton
REGISTERED OFFICE ADDRESS	: 6250 Old Dawsonville Road, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 106 Spring Street, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: Jeff Hylton
REGISTERED OFFICE ADDRESS	: 6250 Old Dawsonville Road, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: Jeff Hylton
AUTHORIZER TITLE	: Organizer

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5-6-26

Applicant's/Owner's Name (Printed): Jeff Hylton

RECEIVED
May 8, 2026

ARK ON LAKE LANIER

SPECIAL USE PERMIT REQUEST

EVENT VENUE WITH LODGING

Property Address:
6250 Old Dawsonville Road
Gainesville, GA 30506

Additional Parking Variance Requested For:
6255 Old Dawsonville Road
Gainesville, GA 30506

Submitted By:
Ark on Lake Lanier
Jeff Hylton, Owner
Jackie Page, Property Manager

Website: Arkonlakelanier.com

EXECUTIVE SUMMARY

Ark on Lake Lanier respectfully requests approval for a Special Use Permit to operate as an **Event Venue with Lodging**.

The Ark operates as a professionally managed, reservation-only lodging property designed to accommodate structured group retreats, family gatherings, leadership retreats, nonprofit programs, ministry retreats, and small private gatherings in a controlled and low-impact environment.

The property operates under a **single-group occupancy model**, meaning only one reservation group occupies the property at any given time.

- Maximum overnight occupancy: **27 guests**
- Maximum requested total attendance: **80 persons (including invited attendees)**

Any gathering activity associated with overnight accommodations is **limited, structured, invitation-only**, and generally confined to **one designated day during a multi-day stay**.

This request is not intended to create an unrestricted commercial event venue or public party destination. Rather, it formalizes and regulates the type of professionally managed, lodging-centered gatherings already occurring at the property on a smaller basis.

Ark on Lake Lanier operates with extensive controls to ensure compatibility with the surrounding residential area, including:

- Active on-site management oversight
- Guest pre-screening procedures
- Signed rental agreements
- Strict occupancy, parking, and noise enforcement
- Arrival orientation and guest acknowledgement
- Quiet hours and operational guidelines
- Immediate response protocols for concerns

A dedicated property management team (Jackie Page and Ken Scoby) reside directly across from the property at 6255 Old Dawsonville Road and provides continuous oversight during occupancy periods.

This request aligns with the intent of the **Hall County Unified Development Code** by establishing a controlled, low-impact, reservation-based assembly use with clearly defined operational limits, on-site parking, and compatibility with surrounding residential properties.

OVERVIEW OF USE

Ark on Lake Lanier is a **private, reservation-only property** requesting approval to operate as an event venue with integrated lodging for structured, low-impact gatherings.

The property accommodates **one group at a time** under a single booking agreement with a designated responsible party.

Primary uses include:

- Family reunions and milestone gatherings
- Corporate retreats and executive off-sites
- Lodging associated with nearby weddings
- Nonprofit, ministry, and faith-based retreats
- Leadership, mentoring, and educational retreats

All gatherings are:

- Private and invitation-only

- Pre-scheduled and contract-based
- Coordinated in advance

There is **no public access, public admission, or walk-in attendance**.

Amenities include access to the lake, dock, kayaks and paddleboards, pool, hot tub, Sports Court, huge fire pit, movie theater all on 5 acres of land (including Corps property). Sonos sound system is available indoor and outdoor and is controlled and regulated for volume control as to not disturb neighbors.

HOURS OF OPERATION

- **Days:** Seven (7) days per week on a reservation-only basis, with limited frequency of structured gathering activity
- **Outdoor Activity Hours:** 8:00 AM – 10:00 PM
- **Quiet Hours:** 10:00 PM – 8:00 AM

Indoor activities may continue in a controlled manner after quiet hours begin.

Outdoor activity is monitored, controlled and limited to the property.

OCCUPANCY & GATHERING CHARACTERISTICS

- Maximum overnight occupancy: **27 guests**
- Maximum requested total attendance: **80 persons**
- Single-group occupancy only (no overlapping reservations)

Gatherings:

- Are private and invitation-only
- Occur as part of multi-day stays (typically 3–14 nights)
- Are generally limited to **one structured gathering day**

No:

- Public events
- Ticketed events
- High-turnover rentals
- Continuous or recurring daily event activity

All gathering activity remains **subordinate to the primary lodging use**.

PARKING & ACCESS MANAGEMENT

- All parking is accommodated **on-site in designated areas**
- No street parking or encroachment onto neighboring properties is permitted
- Guests receive pre-arrival instructions regarding parking, property access and operational guidelines

Additional parking for approved gathering activity is requested for very infrequent use at:
6255 Old Dawsonville Road (owner-controlled property)

ARRIVAL ORIENTATION & GUEST ACKNOWLEDGEMENT

Upon arrival, guests receive an orientation covering:

- Hall County noise ordinance
- Parking procedures
- Property boundaries
- Approved use areas
- Quiet hours
- Safety and emergency procedures
- Property rules and operational guidelines

MANAGEMENT & OPERATIONAL CONTROLS

The property is professionally managed with:

- Reservation vetting procedures
- Signed agreements
- Designated responsible party
- Strict rule enforcement
- Active oversight during occupancy
- Outdoor camera systems and noise monitoring systems
- Immediate response protocols for operational concerns

EVENT MANAGEMENT & SECURITY

Approved gatherings include:

- On-site management oversight
- Additional operational staffing if needed
- Active monitoring during events
- Property supervision and monitoring

ON-SITE MANAGEMENT & MONITORING

The property is equipped with exterior security cameras used for:

- Safety
- Parking management
- Operational oversight

Management personnel reside at **6255 Old Dawsonville Road** and provide:

- Continuous oversight
- Real-time monitoring
- Immediate response capability
- Guest support

This operational structure has proven beneficial by reducing noncompliance issues, minimizing unauthorized activity, parking assistance and promoting adherence to community standards

---

NEIGHBOR RELATIONS & COMMUNITY COMPATIBILITY

Ark on Lake Lanier prioritizes strong relationships with neighboring properties and the local community.

Measures include:

- Centralized activity areas
- Natural buffers and screening
- No event activity near property boundaries
- Inward-directed lighting
- Secure trash management

All structured gathering activity is confined to central areas of the property and does not occur near adjoining property lines. Dock has also been moved over as far as the Corps allows and an 8 foot fence put up with noise cancelling technology to help buffer from neighbors properties.

IDEAL GUEST PROFILE & APPROVED USES

Ark on Lake Lanier is a professionally managed, **private lodging-based retreat property** designed to accommodate meaningful group gatherings, leadership retreats, family connections, ministry programs, and corporate fellowship in a controlled environment.

PREFERRED GUEST TYPES

The property is not intended for use as an unrestricted commercial event venue or public party destination. **Unauthorized parties** and social events lacking a primary overnight lodging component are strictly prohibited.

The Ark supports **limited, structured gatherings** directly associated with overnight accommodations, where invited attendees may occasionally exceed the overnight limit of twenty-seven (27) registered guests.

Any approved gathering activity is generally confined to **one designated day** during a multi-day stay and does not involve recurring public attendance or continuous event-based traffic.

CORPORATE & BUSINESS RETREATS

Example Scenario:

A corporate leadership retreat with approximately eighteen (18) executives staying for a multi-night session. During one scheduled day, sponsors or strategic partners may be invited for a dinner, planning workshop, or fundraising presentation associated with the retreat.

Additionally, business groups may utilize the property for team development while dedicating one day to **family fellowship** and the recreational enjoyment of on-site amenities with invited family members.

MINISTRY & CHURCH RETREATS

Example Scenario:

A ministry leadership retreat involving approximately twenty-five (25) clergy or staff members focused on spiritual development. During one designated day, ministry volunteers or congregational representatives may attend a coordinated workshop or fellowship dinner.

COMMUNITY ORGANIZATIONS

Example Scenario:

A nonprofit or mentorship organization utilizing the property for an annual retreat with twelve (12) to thirteen (13) overnight guests. One day may include a **structured networking or recruitment gathering** for mentors, donors, or prospective participants.

FAMILY GATHERINGS & REUNIONS

Example Scenario:

A multi-generational family reunion with twenty-seven (27) overnight guests staying for several nights. A limited number of local family members may be invited for a **scheduled celebration** or outdoor dinner during one portion of the stay.

SMALL WEDDINGS & CELEBRATIONS

Example Scenario:

A small private celebration where approximately twenty (20) guests reside on-site, while additional invited attendees participate in a **structured ceremony or reception dinner** on one designated day during the reservation.

PURPOSE OF THESE EXAMPLES

These use cases demonstrate the type of **lodging-centered, purpose-driven gatherings** that are compatible with the property's operational controls and community standards.

Typical use cases include:

- Corporate leadership retreats
- Ministry and church retreats
- Nonprofit programs
- Family reunions
- Small private celebrations

These uses are:

- Structured
- Purpose-driven
- Lodging-centered

COMMUNITY IMPACT & PURPOSE

The ark has become a gathering place for organizations, ministries, families and leadership groups seeking rest, healing, mentorship, encouragement, fellowship and meaningful connection in a peaceful environment. The Ark serves as a retreat space for:

- Leadership development
- Family connection
- Mentorship
- Rest and relaxation
- Faith-based programs

Approval allows these groups to continue gathering in a structured, controlled environment.

SUPPORTING ATTACHMENTS

- Owner’s Comments
- Property Manager Notes
- Good Neighbor Policy
- Pictorial Site Plan (labeled)

- Statement of Hardship- Parking Variance Request
- Septic Layout and Overview
- Pictorial Overview of Area requested for Parking Variance
- Pictures
- Please refer to the website arkonlakelanier.com for additional information, pictures and videos

Owner's comments:

The Ark is the perfect place to gather family and friends for a reunion with low key cookouts, hangouts, playing and relaxing. But what I am most excited about is how the Ark has been used (and could be used even more) for non profits, churches and other groups that are making a huge difference in this world, bringing rest and hope to many people and needing a venue where grieving is ok and where healing can happen.

Daniel Brooker lost his wife a decade ago and now spends his time running Refuge Widowers non profit. Twice a year, he brings 25 widowers to the Ark and they spend their time healing, hoping, resting and gathering to listen to teaching, encourage each other and hang out around the campfire. This would enable these widowers to bring their kids up for the day as part of their retreat.

Julie Cordry runs a ministry called Prodigal Child Ministries and ministers to parents who have a drug addicted or alcoholic child. 12 couples gather a weekend a year for teaching, counseling and gathering together to share their hurts and encourage each other. This would enable her to invite her alumni in the program to come and join them on the final day for a celebration of hope.

Josh Turner runs Ten10 Project, and ministers to fifteen pastors on a year long discipleship program. They bring them to the Ark twice a year to get to know each other, have some fun and share accountability and teaching, to encourage each other to go back and lead their churches better. This would enable these pastors to bring their wives/children to be together as well.

Felicia Hunter with Teach One to Lead One brings 25 of their leaders and mentors together once a year in February to encourage and equip them to be able to reach their students more effectively. They are growing and would like to invite more of the student mentors to join them.

Gloria Diaz is bringing a group from all around the world to mourn and have a celebration in honor of her son who passed away doing his duty as a student traffic guard protecting children. I am welcoming them to the Ark to honor this fallen hero. This would enable her to bring all of her loved ones to be together.

One of my neighbors asked if her daughter could get married at the Ark this year, with a maximum of 80 people, as she grew up in the area and would love to gather for a small wedding on the lake, just down the street from her house. We had to decline this due to county regulations, but would love to enable her to have a small, quiet ceremony at the Ark and enjoy her family.

Having the Ark become an event venue with lodging would allow us to better serve the community and allow families to join the other participants that are experiencing healing and hope at the Ark. In addition, many families that have come to the Ark for years have grown and need more capacity, and getting other nearby houses/STRs/hotels and joining the family at the Ark during the day would be ideal.

Property Manager Notes:

EVENT GUEST ELIGIBILITY & PRE-SCREENING GUIDELINES
Ark on Lake Lanier

To help preserve the integrity of the property, maintain neighborhood compatibility, and promote a safe and enjoyable guest experience, Ark on Lake Lanier implements a guest pre-screening and eligibility review process for all approved gatherings and extended guest activities.

The Ark on Lake Lanier is a private overnight accommodation property designed primarily for lodging-based group stays. Any additional gatherings, celebrations, meetings, receptions, or invited guest activities associated with a reservation are subject to prior approval and review.

RESERVATION ELIGIBILITY

- All reservations are subject to guest and group pre-screening prior to approval.
- The primary renter must be at least 25 years of age and remain on-site during the reservation period.
- Events or gatherings are limited to registered guests and approved invited attendees associated with an overnight accommodation reservation.
- Total attendance for approved gatherings shall not exceed 80 persons, including overnight guests and invited visitors.
- Guest groups will be required to provide details regarding the nature of their stay, anticipated guest counts, schedules, vendors, and planned activities prior to approval.
- The Ark reserves the right to conduct background and/or identity verification screening when deemed necessary for the safety and protection of the property, guests, neighbors, and surrounding community.

ARRIVAL ORIENTATION & GUEST ACKNOWLEDGEMENT

- Upon arrival and check-in, guests shall participate in a property orientation conducted by the Property Manager or authorized on-site representative.
- The orientation will review property guidelines, Hall County noise ordinances, parking regulations, emergency safety procedures, occupancy expectations, and community standards applicable during the stay.

- Guests will be informed of designated property boundaries, approved recreational areas, lake access areas, docks, and authorized parking locations to help prevent trespassing onto neighboring properties or unauthorized areas.
- Parking on public streets or non-designated areas is strictly prohibited. Vehicles must remain within approved parking areas designated by the property.
- Guests will receive instructions regarding quiet hours, safety procedures, emergency contact information, and operational guidelines related to the property and surrounding residential community.
- The primary renter and/or designated group representative shall acknowledge receipt and understanding of the property guidelines and procedures during the check-in orientation process.

EVENT MANAGEMENT & SECURITY

- Approved gatherings shall require an additional event fee, which will include on-site event management oversight and security supervision during the reservation period.
- An on-site event manager and additional security supervision personnel shall conduct regular property rounds to help ensure compliance with Hall County noise ordinances, occupancy guidelines, property policies, and the continued safety and well-being of guests, staff, neighboring residents, and the surrounding community.
- All gatherings must comply with Hall County noise ordinances, occupancy requirements, safety guidelines, and property policies.

PROHIBITED ACTIVITIES

- Activities that may create excessive noise, disruption, unsafe conditions, unauthorized commercial use, or neighborhood disturbance are prohibited.

ENFORCEMENT & COMPLIANCE

- Any violation of property policies, occupancy limits, noise ordinances, safety requirements, or event guidelines may result in immediate removal or eviction from the property without refund.

- Failure to comply with property policies or directions provided by on-site management or security personnel may result in termination of the reservation and forfeiture of applicable deposits and fees.
- The Ark on Lake Lanier reserves the right to deny, cancel, or terminate reservations that do not align with property policies, safety standards, or community compatibility expectations.

PURPOSE OF THESE GUIDELINES

These procedures are intended to help ensure that the Ark remains a well-managed, high-quality lodging destination for families, corporate groups, retreats, and approved private gatherings while maintaining respect for the surrounding residential community.

ON-SITE MANAGEMENT, SECURITY MONITORING & COMMUNITY RELATIONS

Ark on Lake Lanier operates under continuous on-site management oversight and active property monitoring designed to promote guest safety, neighborhood compatibility, operational compliance, and responsible property use.

The property is equipped with advanced exterior security camera systems positioned throughout the perimeter and common exterior areas of the property for safety, security, operational oversight, and compliance monitoring purposes.

In addition to electronic monitoring systems, the Ark maintains an active on-site management presence during guest occupancy periods.

A two-member property management team associated with the property resides at 6255 Old Dawsonville Road, located directly across from the Ark property. Management personnel remain available throughout guest stays and also provide operational oversight during any approved gathering activity associated with overnight accommodations.

The management office location provides direct visual oversight of the property entrance, surrounding roadway access, parking activity, and exterior property operations. Additional monitoring screens and real-time camera viewing systems are maintained within the management office for continuous operational review and response capability.

Management personnel routinely:

- Conduct property walkthroughs and perimeter checks during occupancy periods

- Assist guests with operational questions, parking guidance, and property orientation
- Monitor compliance with Hall County noise ordinances and property guidelines
- Help ensure vehicles remain within designated parking areas and not on public streets
- Provide guest support and emergency response coordination when necessary
- Monitor guest arrival and departure activity
- Observe traffic flow and operational activity associated with the property

This operational structure has proven beneficial over time by significantly reducing noncompliance issues, minimizing unauthorized activity, assisting with parking control, promoting adherence to community standards, and improving communication between guests, management, and neighboring residents.

Good Neighbor Policy

Ark on Lake Lanier is committed to being a respectful and low-impact presence within the surrounding community. The property is operated with clear policies and active management to ensure compatibility with neighboring homes and the natural environment.

Key Commitments

1. Single-Group, Private Use Only
The property is rented to one group at a time under a single agreement. There are no overlapping bookings, public events, or outside attendees beyond the approved guest count.

---

2. Quiet Hours & Noise Control

- Outdoor quiet hours are strictly enforced from **10:00 PM to 8:00 AM**
- Outdoor areas are monitored and measured
- Guests making prohibitively loud noises and/or bothering neighbors will be warned and removed from the property to protect neighbors peace. This has happened before on two different occasions many years ago.

---

3. Occupancy Limits

- Maximum occupancy limits are clearly defined and enforced
- All guests must be registered under a single booking
- Events are private and invitation-only by the renter of the property

---

4. Parking & Traffic Management

- All vehicles are accommodated **on-site in designated areas**
- No street parking or encroachment on neighboring properties
- Guests receive pre-arrival instructions to ensure organized arrival and departure, as well as an onsite orientation to go over the rules and instructions for the property

---

5. Active Property Management

- A designated responsible party is required for each booking

- Property management lives across the street and is available to respond to any concerns. All neighbors have owner's and property manager's phone numbers and are encouraged to call for any issues or concerns.
- House rules are clearly communicated and enforced

---

6. Respect for Property Boundaries

- Event activities are limited to designated areas of the property
- Buffer zones and natural screening are maintained along property lines
- No event activity is permitted near neighboring boundaries
- 8 foot privacy fence with sound proofing materials installed years ago at owners expense
- Dock moved away from neighbors as far as allowed by Corps of Engineers
- Recent Sports Court build out installed as far away from neighbors as possible

---

7. Environmental & Community Consideration

- Outdoor lighting is directed inward to minimize spillover
- Trash is securely managed and promptly removed
- The property is maintained to a high standard above and beyond what is normal for the neighborhood

---

Ongoing Commitment

Ark on Lake Lanier is operated with the understanding that long-term success depends on maintaining a positive relationship with neighbors and the broader community. Management is committed to continuous oversight, clear communication, and immediate response to any issues that may arise.

Statement of Hardship – Parking Variance Request

Ark on Lake Lanier – 6250 Old Dawsonville Road, Gainesville, GA (overflow parking at 6255 Old Dawsonville Road)

Ark on Lake Lanier is a large-lot, lakefront property designed to accommodate private, reservation-only group lodging. The need for a parking variance would arise as anticipated only on an infrequent basis—typically once or twice per month—during approved, structured gatherings associated with overnight stays.

A primary hardship associated with this property is the installation of two state-of-the-art septic systems, strategically located on either side of the residence to maximize system performance and environmental protection. Due to health and safety regulations, as well as long-term system integrity requirements, these septic areas cannot support vehicle traffic or be used for parking. As a result, significant portions of otherwise usable land are restricted from vehicle use.

In addition to these constraints, the property is subject to typical lakefront limitations, including sloping topography, tree preservation considerations, and proximity to Lake Lanier. These combined conditions limit the ability to expand traditional paved parking areas. As a result, parking has been thoughtfully designed using gravel surfaces and dispersed areas that work within the existing landscape.

Currently, the property accommodates approximately 25–40 vehicles on-site through designated gravel parking areas located on either side of the residence. The main circular driveway is intentionally kept clear, with a limit of four vehicles at any time, to ensure continuous access for emergency vehicles and to allow safe drop-off for elderly or mobility-limited guests. **At no time is on-street parking permitted or utilized.**

In addition, the owner controls a separate parcel directly across the street, consisting of over an acre of flat, open land. This area can be utilized as overflow parking when needed and provides a safe, well-lit, and easily walkable option for guests. During larger gatherings, parking attendants are present to direct vehicles, ensuring that all parking remains organized, off-road, and respectful of neighboring properties.

The placement and required protection of the septic systems, combined with the lakefront setting, significantly limit where parking can be located.

The requested variance will not create any detriment to public safety or the surrounding community. To the contrary, the current approach enhances safety by preventing roadside parking, maintaining emergency access, and providing managed, off-street parking solutions. The request does not seek to expand use intensity, but rather to accommodate occasional peak demand in a controlled and limited manner.

The hardship is not self-created, but instead results from the inherent physical characteristics of the property. Granting this variance will allow the property to continue operating safely, responsibly, and in harmony with its surroundings.

Site Plan
8 foot fence with soundproofing material
Corps Property
6270
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Sports Court
Great Room
Screen Porch
Farthest area from neighbors
8 foot fence with soundproofing materials
6250
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
1

Overview of Ark requested area for parking variance

Outlook

The Ark - SU Event Center Application

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 7/6/2026 1:51 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jeff Hylton <jeff@arkonlakelanier.com>
Sent: Thursday, July 2, 2026 4:16 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Re: The Ark - SU Event Center Application

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,

Your comments on my presentation to include description, etc is all in what I filed and sent to Lynn a couple weeks back. Are you saying these things are missing? Or that I need to present them verbally as well during the meeting? Or that you would like me to summarize these things in an email to you here?

I am aware the pedestrian crossing improvements will be requested and completed at my expense. As we discussed, I'd also love to see the crossing work as a speed bump of some sort if that can be worked into the equation. The trucks and traffic that come by the Ark on the way to the end of the street are ridiculously fast at times and need to be slowed down.

As discussed, I'll have septic information with me at the meeting if needed.

As to the assemblage modification, I'm happy to have all assembly for the event facility to be conducted outdoors or in a tent permitted by the fire marshall until official plans for assembly in the main house are submitted and approved by fire marshall. The pool house does have a bathroom that is able to be used without having to go indoors.

We have already started working on the modifications requested by building inspection and fire marshals.

Circulation plans: I'm attaching pictures and site plan showing the parking.

For additional reference, #1 shows where you enter the driveway to drop off luggage, supplies or people. The sign there says "after unloading your vehicle in the circle drive, please park in the lower lot.

AFTER UNLOADING
YOUR VEHICLE
IN THE CIRCLE DRIVE
PLEASE PARK
IN THE
LOWER LOT

The exit to the circle drive is sign #2 that says Please Park in the Lower Lot.

PLEASE
PARK
IN THE
LOWER
LOT
ARK
at LAKE LANIER

#3 is the entrance to the main parking circle drive that says "Entrance lower level parking".

#4 is the exit to the lower circle driveway parking that says Exit Lower Lot Parking.

EXIT
LOWER LOT
PARKING
ARK
LAKE LANIER

And finally #5 is in the upper lot when the lower lot is full that says Overflow Parking.

Our parking and circulation plan works really well as does the signage. If you have other ideas, happy to take those into consideration as well.

Since we can park around 40 cars, we definitely need the overflow parking once or twice a month at most. The additional guests that might come for a day event typically arrive 1-2 to a vehicle. I wish they all came 4 to a vehicle but it just doesn't happen. So the ability to have the across the street is vital for sure.

Let me know if this is what you need and what more I can provide. Sorry for the rudimentary drawing. As you can tell, that's not what I do very well!

Jeff Hylton
ArkonLakeLanier.com
470-600-8442

May 8, 2026

Site Plan
8 foot fence with soundproofing material
Corps Property
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Great-Room
Screen Porch
Sports Court
Farthest area from neighbors
8 foot fence with soundproofing materials
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
1

Overview of Ark requested area for parking variance

H-298

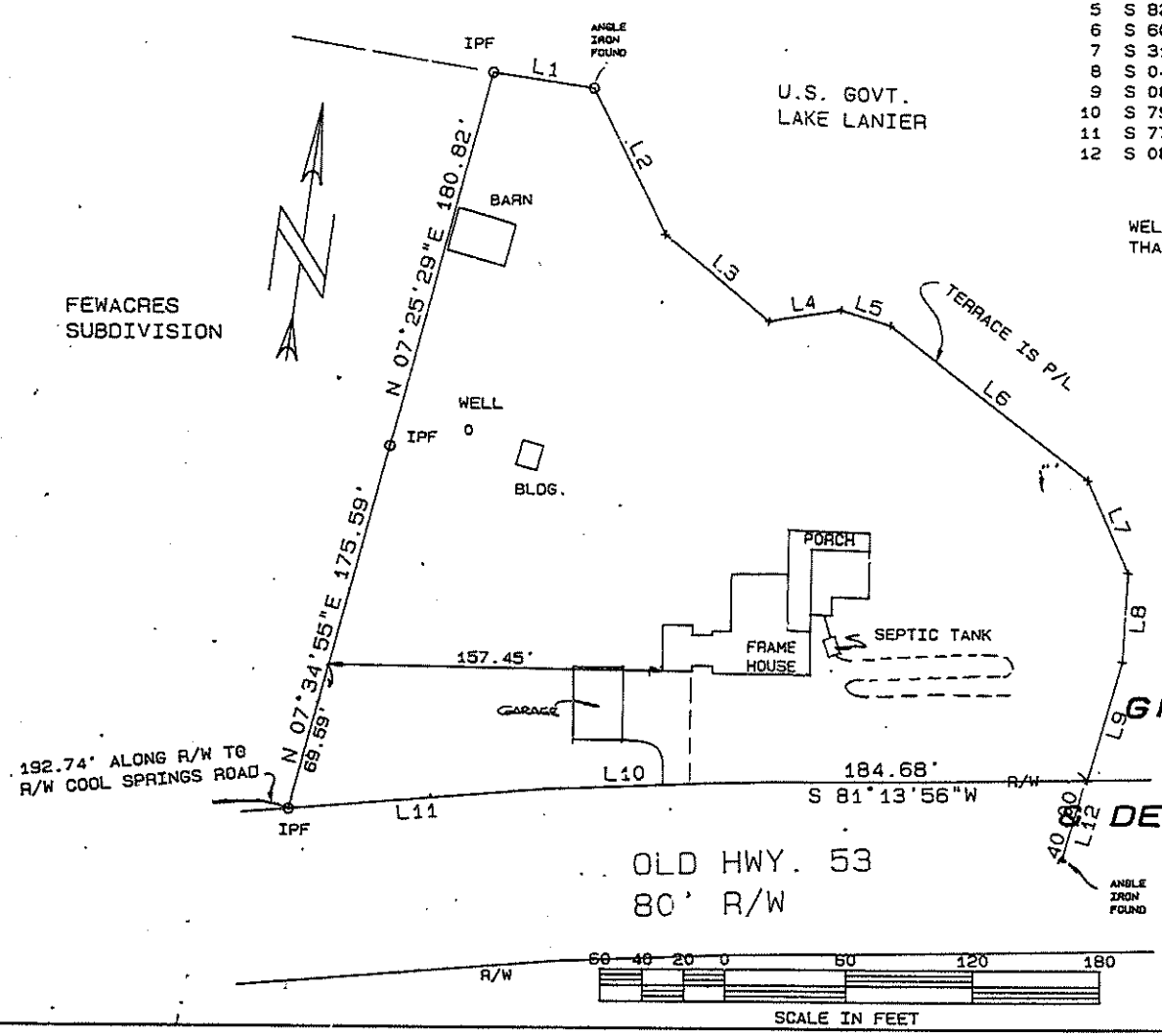
1.95 ACRES

TO WHOM IT MAY CONCERN:
THIS IS TO CERTIFY THAT THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA.
EQUIPMENT USED TOPCON EDM GTS 2.

LINE	BEARING	DISTANCE
1	S 89°16'00"E	48.36
2	S 34°34'33"E	76.34
3	S 59°28'32"E	65.19
4	N 72°25'31"E	37.41
5	S 82°18'27"E	24.83
6	S 60°12'06"E	117.75
7	S 31°53'39"E	46.97
8	S 04°16'33"E	41.54
9	S 08°45'25"W	57.41
10	S 79°47'37"W	76.23
11	S 77°22'34"W	121.38
12	S 08°45'25"W	40.00

WELL AND SEPTIC TANK ARE MORE THAN 50' APART.

Georgia, Hall County, Clerk Superior Court
Filed in office this 9th day of January
19 92 at 1633
Page Book 163
DWIGHT S. WOOD, Clerk



RECORDING PERMIT
By Vera Cape 1/9/92
HALL COUNTY PLANNING COMMISSION

GEORGIA REGISTERED No. 1182 LAND SURVEYOR HENRY GRADY JARRARD

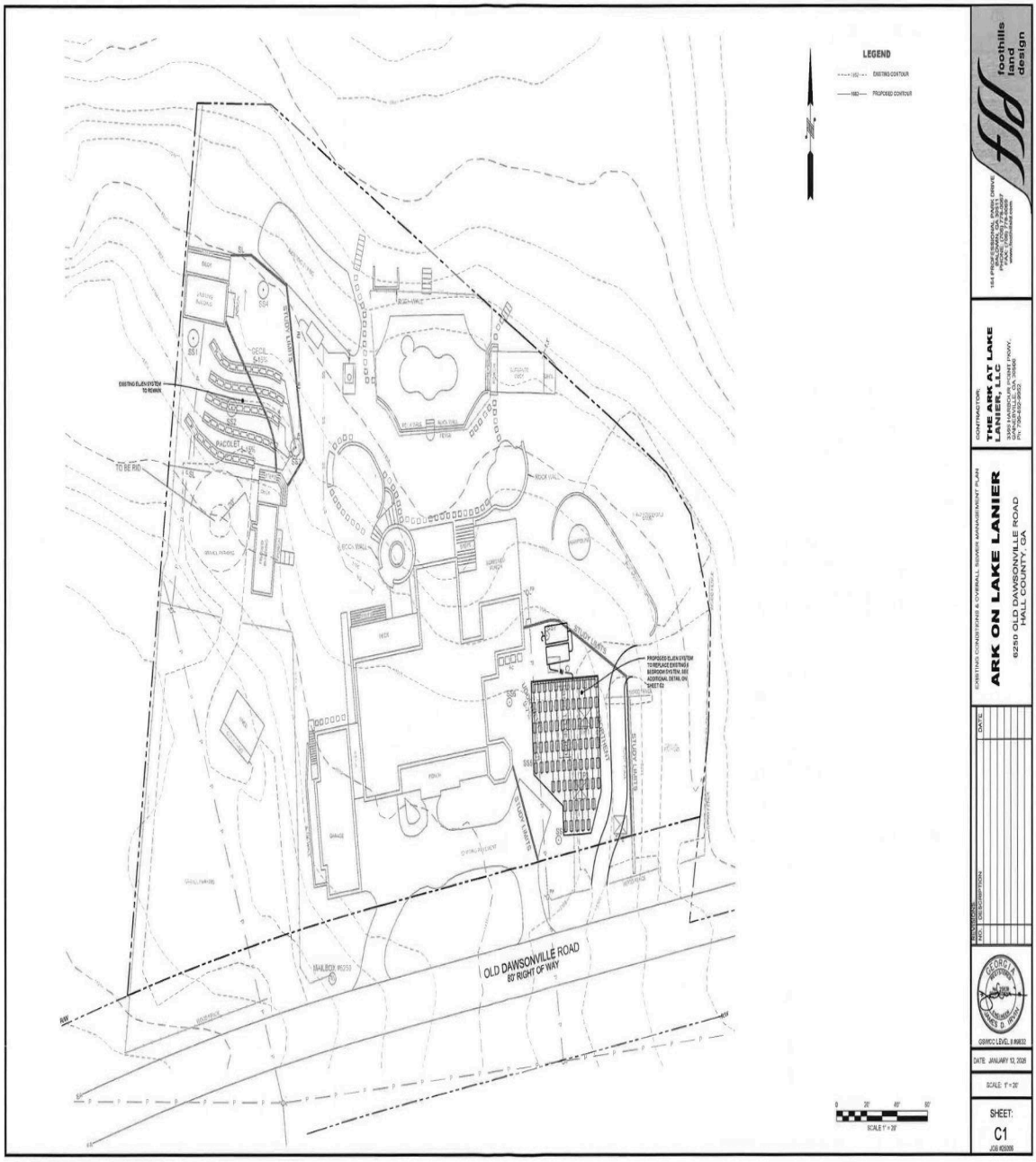
PLAT FOR
GRAY D. & ROSELINDE B. HICKMAN

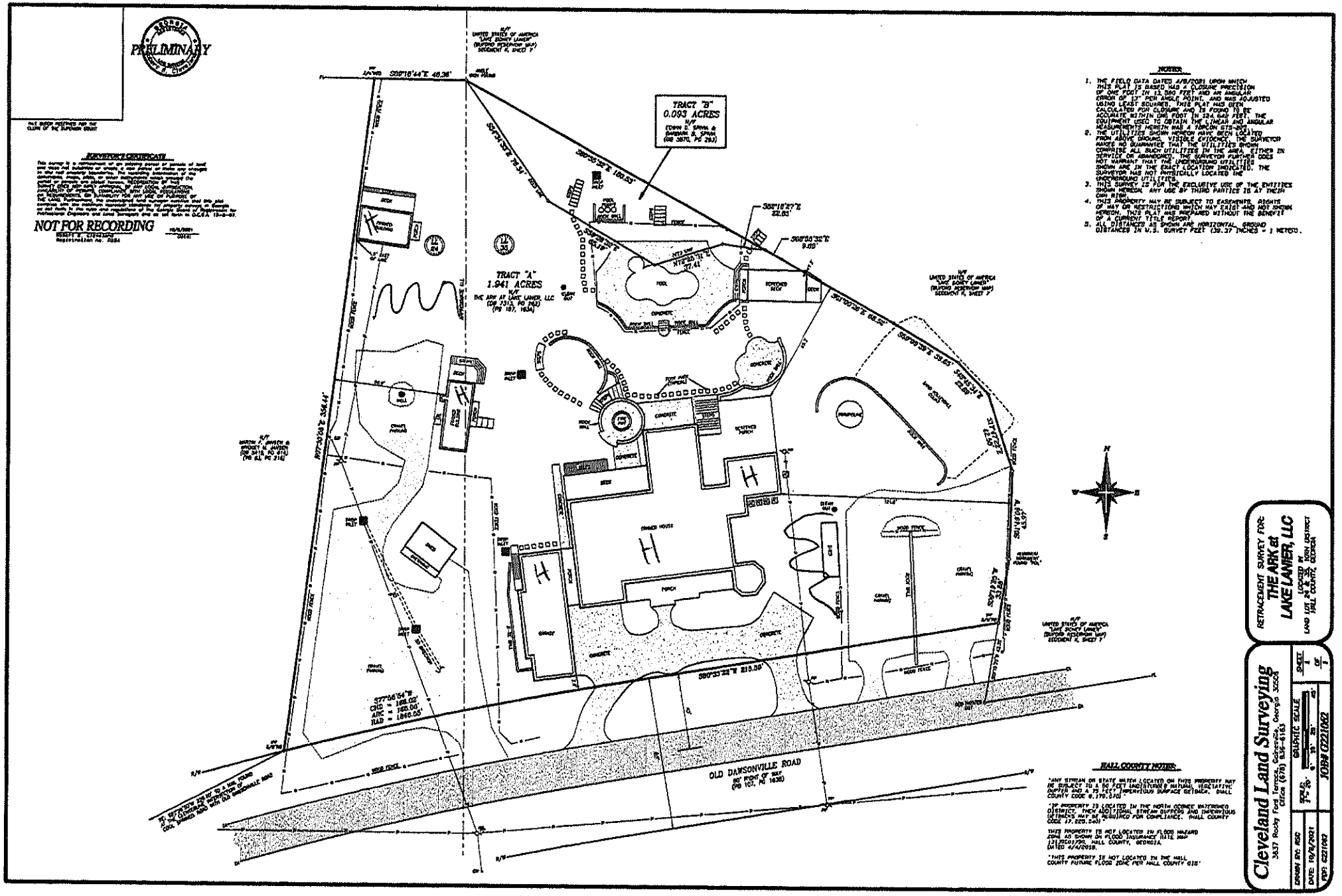
DECATUR FEDERAL SAVINGS LOAN ASSOC.
LAND LOTS 24 & 35 DISTRICT 10
HALL COUNTY GEORGIA
SCALE: 1"=60'
DEC-23-1991

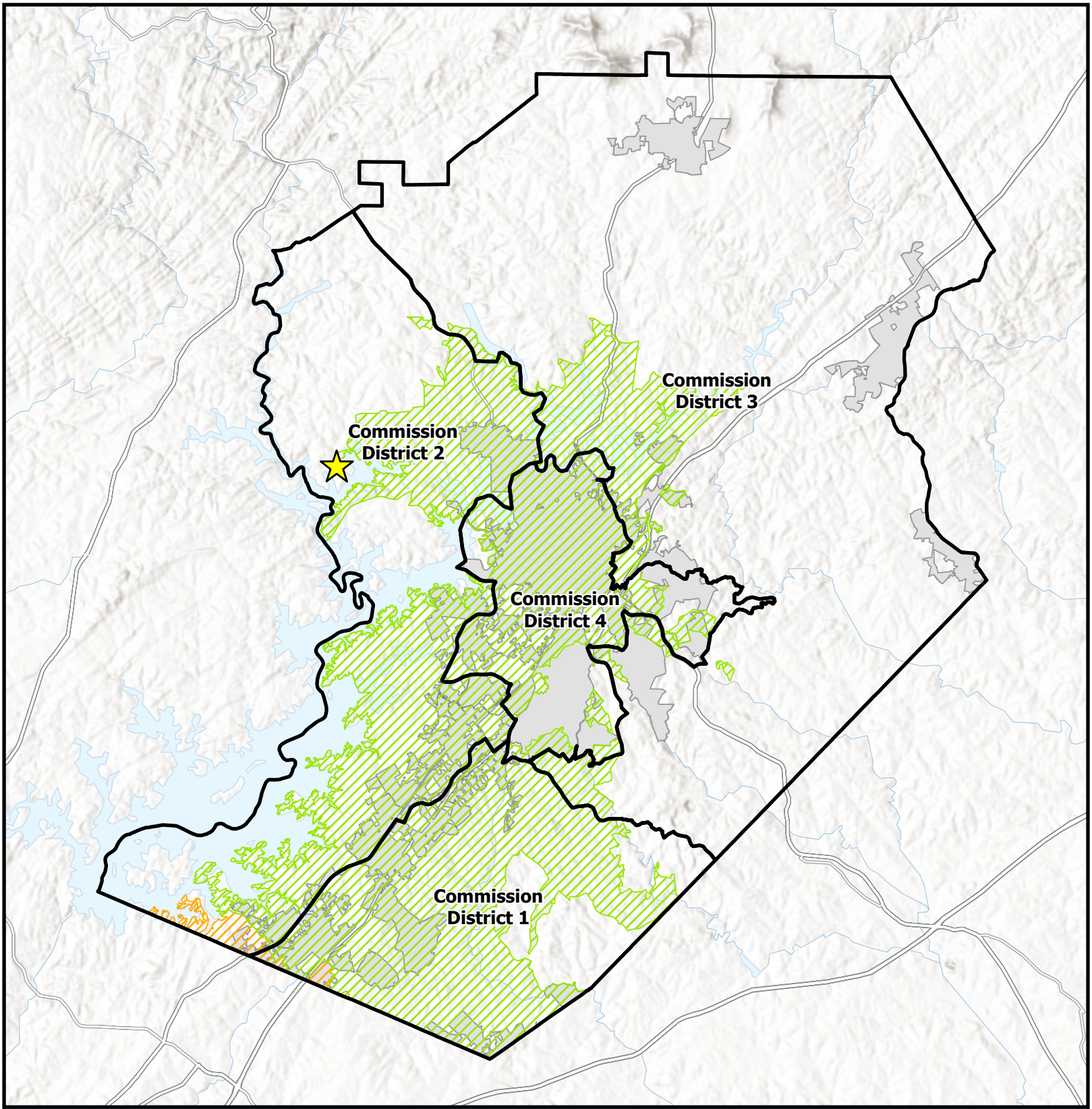
JOB: 62587

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=107&key2=163B&county=69&countyname=HALL&userid=891638&appid=28

Septic Layout and Overview At Ark




PRELIMINARY
NOT FOR RECORDING
SURVEYOR'S CERTIFICATE
NOTES
1. THE FIELD DATA DATED 4/8/2021 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 13,980 FEET AND AN ANGULAR ERROR OF 13" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 124,660 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-602.
2. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND NOT SHOWN HEREON. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
5. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
TRACT "B"
0.093 ACRES
N/F
EDWIN E. ERWIN & BARBARA B. ERWIN
(DB 3870, PG 293)
TRACT "A"
1.941 ACRES
N/F
THE ARK AT LAKE LANIER, LLC
(DB 7313, PG 293)
(PB 107, 163A)
N/F
UNITED STATES OF AMERICA
LAKE SIDNEY LANIER
(BUFORD RESERVOIR MAP)
SECTION 6, SHEET 7
OLD DAWSONVILLE ROAD
80' RIGHT OF WAY
(PB 107, PG 163D)
HALL COUNTY NOTES:
"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FOOT UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FOOT IMPERVIOUS SURFACE SETBACK." (HALL COUNTY CODE 8.170.210)
"IF PROPERTY IS LOCATED IN THE NORTH GEORGIA MOUNTAINS DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE." (HALL COUNTY CODE 17.220.040)
"THIS PROPERTY IS NOT LOCATED IN FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP 13139C0170D, HALL COUNTY, GEORGIA, DATED 4/4/2018.
"THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS."
RETRACEMENT SURVEY FOR:
THE ARK at LAKE LANIER, LLC
LOCATED IN 1ST DISTRICT
LAND LOT 6, 1ST SECTION
HALL COUNTY, GEORGIA
Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 936-6163
DRAWN BY: RSC
DATE: 10/8/2021
SCALE: 1"=30'
GRAPHIC SCALE
SHEET 1 OF 1
JOB NO 2021040
REF: 6221040



Overview Map

Subject Area
Commision Districts
City Limits

Urbanized Zone Areas

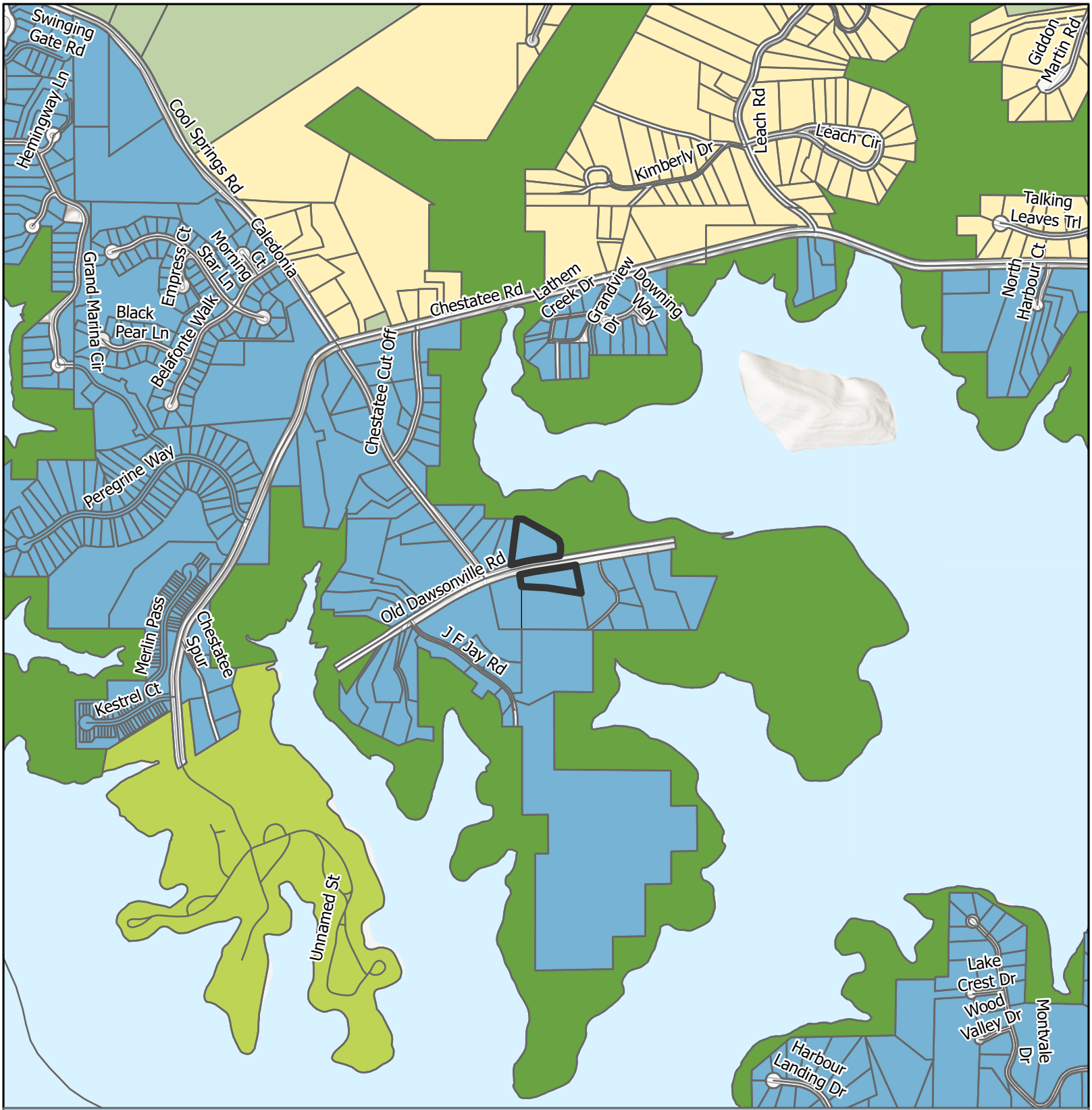
Atlanta, GA
Gainesville, GA

Subject Area Location

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Greenspace - Conservation
- Greenspace - Parks
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District: 2

HALL COUNTY
GEORGIA
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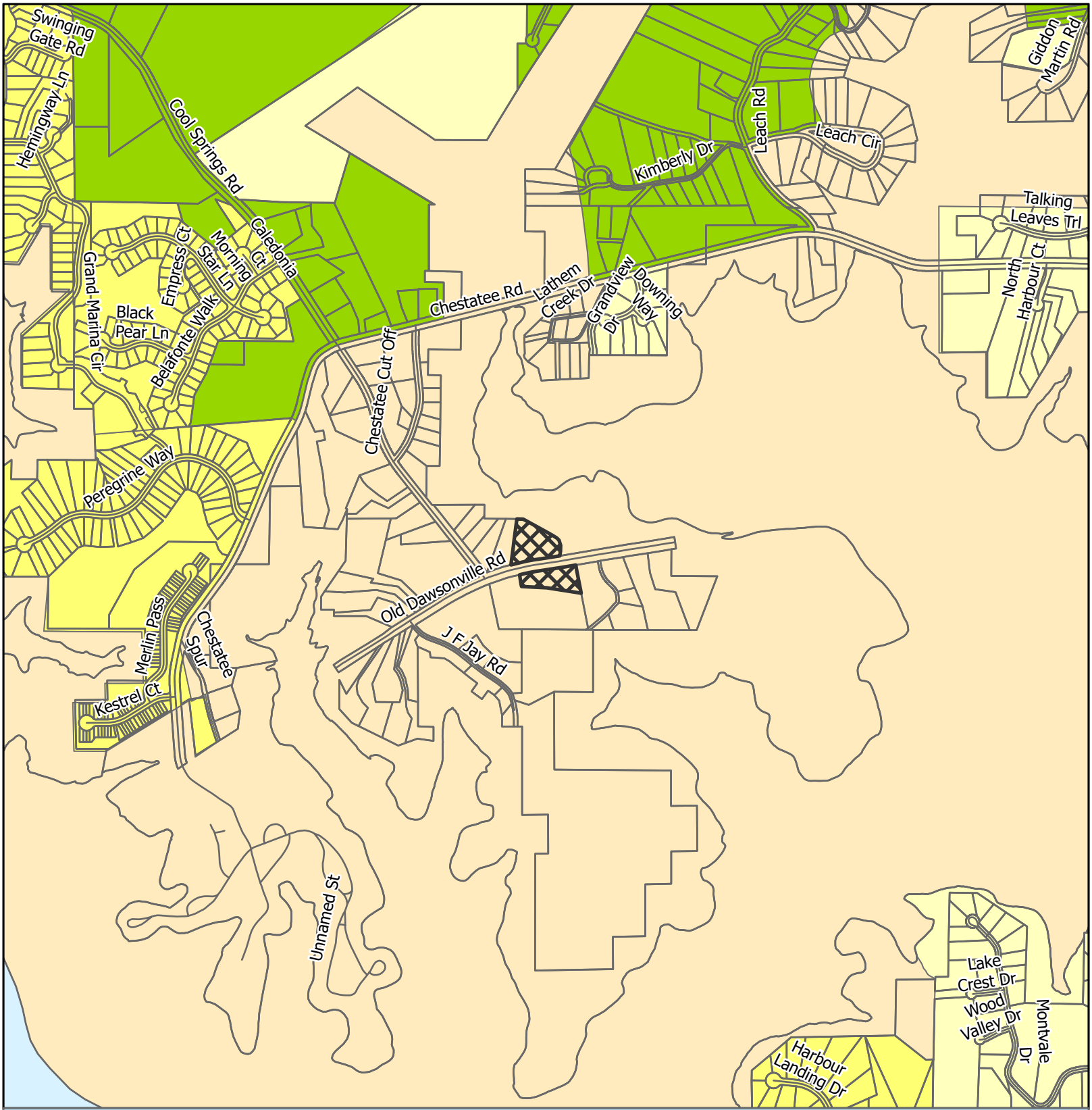
Date Prepared: 6/2/2026



Zoning Map

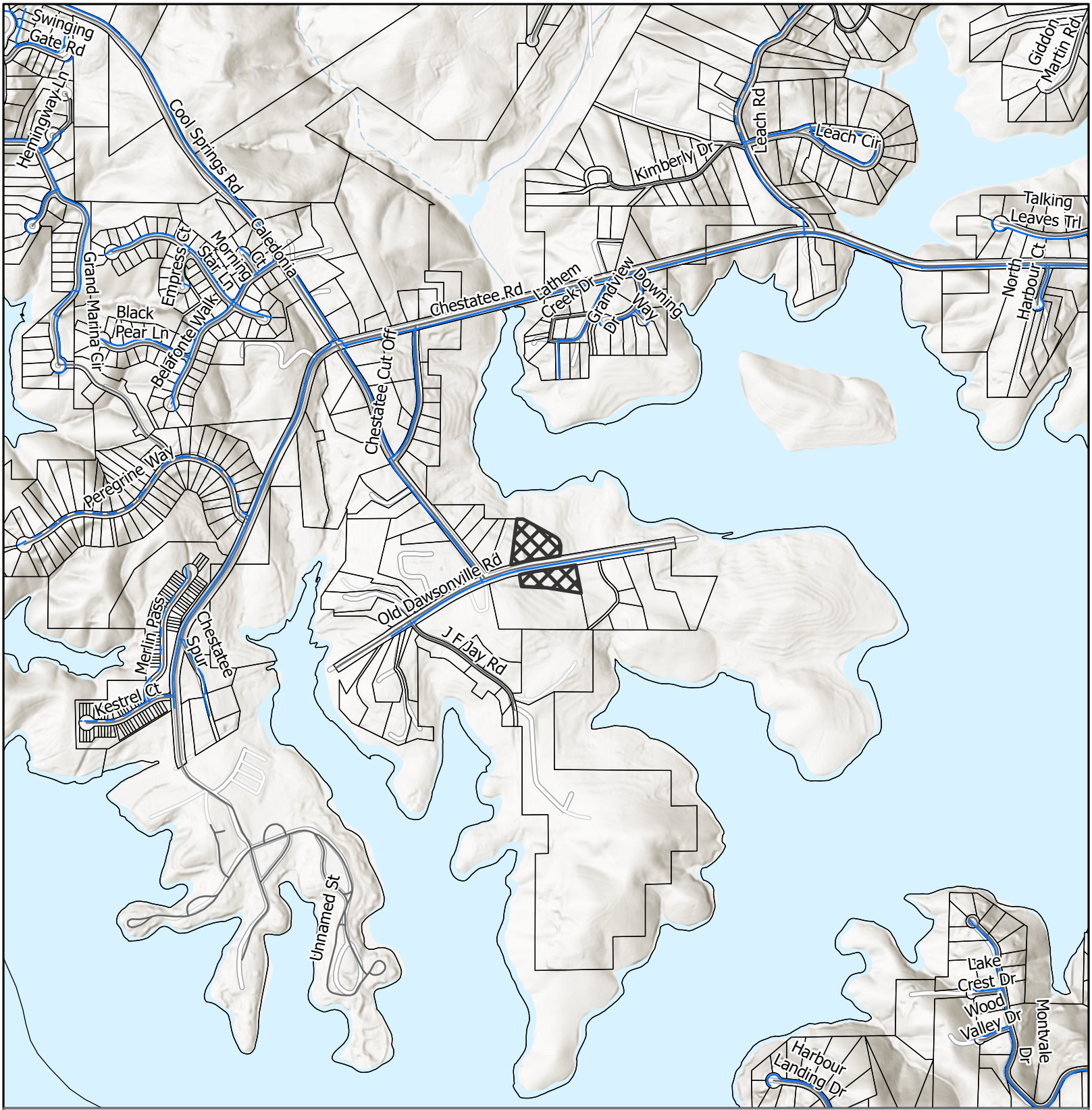
Subject Area
City Limits

Zoning
- AR-1
- PRD
- R-1
- V-C

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Utilities Map

- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026

Site Plan & Aerial Map

Subject Area
parcel

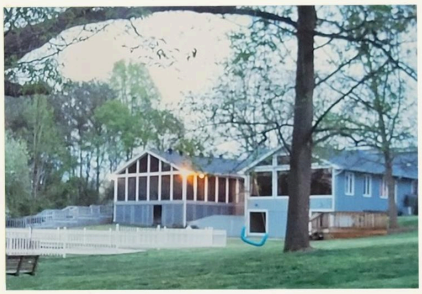
Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District 2

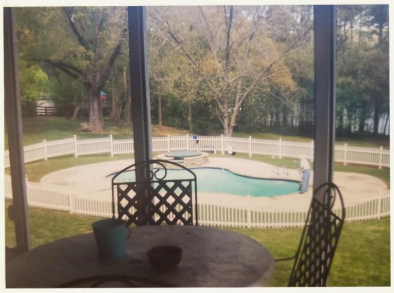
HALL COUNTY
GEORGIA
We have it all in Hall

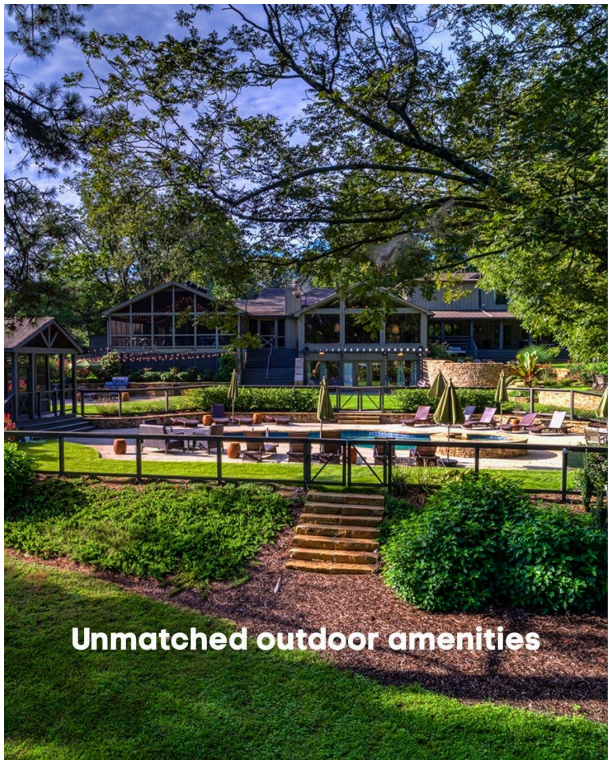
Date Prepared: 6/4/2026

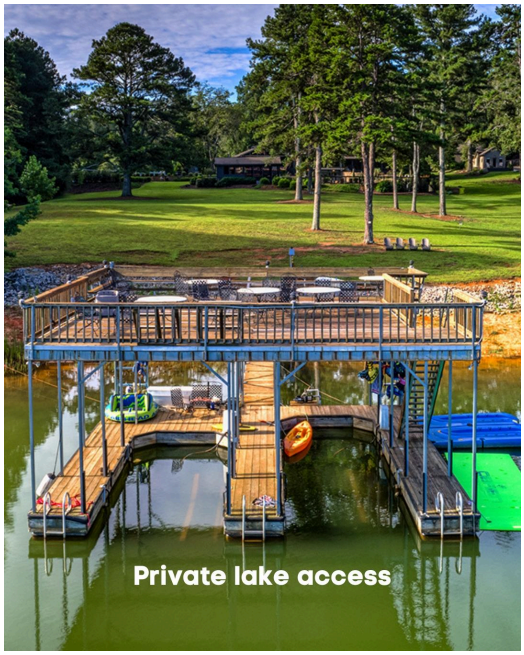
Curl up with a book here...

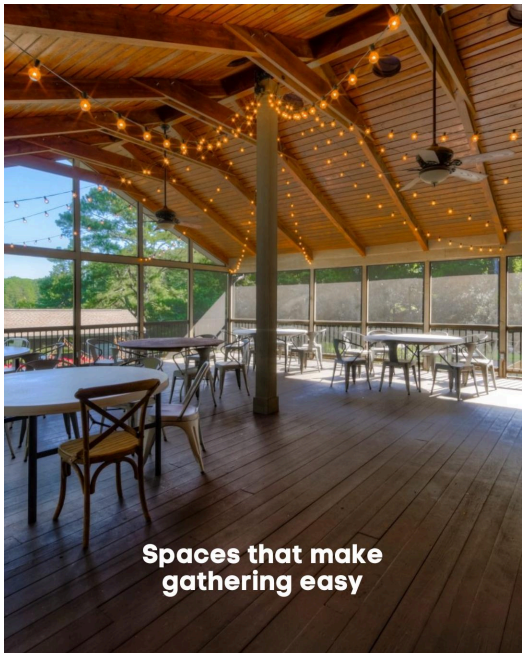
How it started vs. How it's going






Unmatched outdoor amenities


Private lake access


Spaces that make
gathering easy

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 1-23-14
Charles Baker
Superior Court Clerk
By JN

PT61 069- 2014 000 499

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 23 day of January
20 14 at 4:04 PM. Recorded in Deed
Book 7313 Page(s) 262-263
Charles Baker, Clerk By JN

001387

000262

Return to (2) James M Coyle
Stewart, Melvin & Frost, LLP
P O Box 3280
Gainesville, GA 30503

File: V

WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 16th day of January, 2014 between **Jeffrey C. Hylton and Alycea Y. Hylton** (hereinafter called "GRANTOR"), and **The Ark at Lake Lanier, LLC**, a Georgia limited liability company (hereinafter called "GRANTEE"),

WITNESSETH: That the said **GRANTORS**, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ($10.00) Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said **GRANTEE** the following described property, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

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

AND THE SAID GRANTORS 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

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

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(NOTARY SEAL)

SCOTT A. BALL NOTARY PUBLIC COMMISSION EXPIRES December 1, 2017 HALL COUNTY, GA

(SEAL)
Jeffrey C. Hylton, Grantor

(SEAL)
Alycea Y. Hylton, Grantor

476824-1
499476 0

DEED PREPARATION ONLY

000263

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 24 and 35, 10th District, Hall County, Georgia, as shown on the Plat T for Gray D. Hickman and Roselinde B Hickman & Decatur Federal Savings & Loan Association by Henry Grady Jarad, Georgia Registered Land Surveyor, dated December 23, 1991, and recorded in Plat Slide 107, page 163-B, Hall County Records, said plat and the reference thereto being incorporated herein and made a part hereof; Being improved property known as 6250 Old Dawsonville Road, According to the present system of numbering houses in Hall County, Georgia.

This is the same property as is referenced in a Warranty Deed from Barbara B. Spivia and Edwin D Spivia to Jeffrey C. Hylton, dated December 21, 2006 and being recorded in Deed Book 5921, page 176 of the Hall County, Georgia Deed Records.

476824-1
59476 0

DEED PREPARATION ONLY

BK7725PG427

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 170.00
Date 6/29/16
Charles Baker
Superior Court Clerk
By ER
PT61 069-2016-004358

FILED
HALL CO., GA
16 JUN 29 AM 11:59
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY ER

013349

file

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 29th day of June, 2016, between

MICHAEL ALLEN SLAGEL AND MARIA CIELO SLAGEL (hereinafter referred to as "Grantor") and

IPH INVESTMENTS, LLC, a Georgia limited liability company, (hereinafter referred to as "Grantee")

(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

GRANTOR, in consideration of the sum of –TEN DOLLARS- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

All that tract or parcel of land lying and being in Land Lots 24 and 35 of the 10th Land District of Hall County, Georgia, containing 1.56 acres according to a plat prepared by Owen Patton, Registered Surveyor, dated June 10, 1975, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin on the southern right of way of Old Highway No 53, said iron pin being located 250 feet east of the centerline of Cool Springs Road as measured along the southern right of way of Old Highway No. 53; thence north 78° 41' east 129.89 feet along said right of way to a point; thence north 80° 24' east 309.62 feet along said right of way to an iron pin; thence south 10° 56' east 224.87 feet to an iron pin; thence north 81° 03' west 270.07 feet to a point; thence north 87° 02' west 194.03 feet to an iron pin; thence north 09° 09' west 92.70 feet to an iron pin on the southern right of way of Old Highway 53 at the point of beginning.

This being a part of the property described in a deed to J. W. Bramblett and Gwen Bramblett recorded in Deed Book 286, page 143, Hall County Deed Records; and the same property conveyed by Helen M. Rumsey to Maria Cielo Slagel and Michael Allen Slagel dated October 23, 1997, and recorded in Deed Book 3001, page 326, Hall County Deed Records.

BK7725PG428

This conveyance is subject to existing utility easements and road right of ways.

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

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

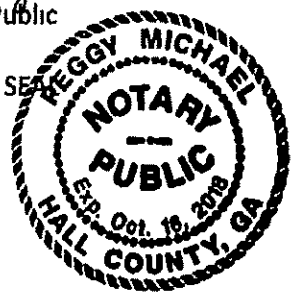
EXECUTED under seal as of the date above.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

NOTARY SEAL



Michael Allen Slagel (SEAL)
MICHAEL ALLEN SLAGEL

Maria Cielo Slagel (SEAL)
MARIA CIELO SLAGEL

GEORGIA DEPARTMENT OF PUBLIC HEALTH
District 2 Public Health

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: June 9, 2026

Subject: July 9, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are based upon information provided by the applicant and current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 1161 Candler Road, Carrol Daniel Construction: No comment. Public Sewer.

* 6249/0 Ben Parks Road, Jernigan/Dodd: No comment.

* 6250/6255 Old Dawsonville Hwy (A/B/C), The Ark at Lake Lanier, LLC: 6250 Old Dawsonville Hwy is served by two septic systems consisting of a 6 bedroom Eljen system and a 1 bedroom Eljen system. The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed. Property should be rented as a whole to one tenant/related party. Approval for Short Term Rental use/licensing to be determined by Hall County Community Development & Infrastructure. 6255 Old Dawsonville Hwy is served by a 2 bedroom septic system. Any proposed parking on this parcel must meet required setbacks to the existing septic system and not impact future repair area.

Outlook

RE: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Tue 6/9/2026 1:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Peevy, Jonathan <jpeevy@dot.ga.gov>; Dorminey, Madison N <mdorminey@dot.ga.gov>

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.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Tuesday, June 9, 2026 8:56 AM
To: Dykes, Jason <jdykes@dot.ga.gov>; Brent Cook (Engineering) <becook@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jerry Smith (Fire Services) <jesmith@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Karen Martinez (Public Works - Sewer) <kmartinez@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Kristie Turner (Development Services) <kturner@hallcounty.org>; Lauren Brandao (Engineering) <lbrandao@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Mandy Bolton (Building Inspection) <mbolton@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Scott Cone (Building Inspection) <scone@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>
Subject: Fw: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

As a reminder these comments are due tomorrow. Please let me know if you have any concerns with this deadline.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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

Please note: Hall County will be implementing our new NextRequest Open Records Request portal on July 1, 2026. Current ORR specific email addresses (such as orr_bocc@hallcounty.org, etc.) will be deactivated, and all requests will need to be submitted through the new portal (https://hallcountyga.nextrequest.com/).

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, May 29, 2026 5:00 PM
Subject: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

The Tentative Planning Items for the June 25, 2026 Hall County Board of Commissioners Voting Meeting are now available. For consistency, please submit your comments in memorandum format. We would greatly appreciate it. Please note that late comments may not be included in the staff report. The packets were sent via Teams or a separate email.

Reminder: These items will be discussed at next week's Development Review meeting.

When submitting comments, be sure to include:
• Applicant's name
• Property address
• Your corresponding comment

Comments are due Wednesday, June 10, 2026.
Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

Minor impacts expected to the State Route system, coordination required.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

Off-System no impacts expected to the State Route system.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

Thank you,

Kaitlyn Elliott

Planning Commission Clerk

Planning and Zoning

(770) 531-6810

kelliott@hallcounty.org

www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

HALL COUNTY
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Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

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t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: June 10, 2026

Subject: July 9, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the July 9, 2026, meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** All access is from SR 60. A GDOT permit or traffic signal permit revision may be required.
- **Utilities:** No comment. Property is located in Gainesville sewer district.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

- **Engineering**: No comment
- **Traffic:** No concerns with traffic volumes.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** The existing driveway for the parking across the street shall be used. No new access will be allowed. The existing site has 5 driveways. One of the driveways serving the sports court area shall be closed. A pedestrian crossing plan shall be submitted to Hall County Engineering for approval.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

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FIRE CHIEF
Jerry Smith

Hall County Government
FIRE RESCUE

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 6/3/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 7-9-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 6/25/26 meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Hall County Fire Marshal's Office comments for proposed event facility with lodging.

Life Safety Code 2024 Edition 43.7.2 Change of Occupancy Classification.
Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section **43.7.2.1** or **43.7.2.3**.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

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(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Hall County Fire Marshal's Office comments for proposed event facility with lodging.

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The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet all applicable life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis. See Chapter 26 for lodging life safety code requirements.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons. See Chapter 28 for hotel life safety code requirements.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

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

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DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: 06/04/2026

Subject: July 9, 2026 Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the July 9, 2026 meeting. Upon review, we provide the following comments.

- 6250 & 6255 Old Dawsonville Road- The Ark at Lake Lanier, LLC
  - Mr. Hylton is currently licensed for a short-term vacation rental. If approved, he would need to amend his business license to allow for the Event Facility.

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

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GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

INTERIM BUILDING OFFICIAL/BUILDING INSPECTIONS MANAGER
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Kristie Turner, Director of Development Services
Cody Edwards, Building Inspections Manager/Interim Building Official

Date: June 5th 2026

Subject: 6250 Old Dawsonville Rd, Gainesville, GA 30506

The property is currently operating as a short-term rental (STR) with a maximum approved overnight occupancy of 15 transient guests in the main house. Two additional accessory structures, the Garage apartment, Kathy's Cabin, and the Barn Cabin.

On June 5th, 2026, representatives from the Hall County Fire Marshal's Office and Hall County Building Development conducted a site inspection at Ark on Lanier. The following memorandum outlines all code violations identified by Hall County Building Development during that visit.

Main House

- Remove the smoke detector that is located inside the garage.
- Provide GFCI protection for all outlets located inside the garage.
- Relocate smoke detectors to maintain a minimum 3-foot clearance from any air vent.
- Bedroom located in the basement does not contain proper egress, so therefore it cannot be considered a bedroom.
- Provide required landings at the bottom of all stairways.
- Remove all obstructions from egress windows.

Garage Apartment

- Repair firewall inside the mechanical closet located in the garage.
- Ensure all outlets inside the gym/garage are GFCI protected.

Kathy's Cabin

- A handrail is required to be installed along the stairs leading out the front door of the residence.

Barn Cabin

• The upstairs room does not have proper egress and therefore cannot be used as sleeping quarters.

Conclusion:

Hall County Building Development appreciates the cooperation of the property owner and representatives present during the June 5, 2026, inspection. The items outlined in this memorandum must be corrected to bring the main house and accessory structures into compliance with applicable life-safety and building code requirements. Once all deficiencies have been addressed, please contact our office to schedule a follow-up inspection. We look forward to working with you to ensure the Ark on Lanier operates safely and in accordance with Hall County regulations.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
(770) 531-6800 | 770-531-6902

HALL COUNTY

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PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than 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.

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 JUNE 11, 2026 AND NO LATER THAN JUNE 17, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 17, 2026 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

AFFIDAVIT

By my signature, I, Jeff Hy Han (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 6-17-2026 (Date) **for** The Ark at Lake Lanier, LLC (Name application filed as)

Signature _____

Revised September 2021

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT:
THE ARK AT LAKE LANIER, LLC c/o JEFF HYLTON
REQUEST:
SPECIAL USE FOR EVENT FACILITY W/
VARIANCE FOR OFF SITE SHARED PARKING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 09, 2026
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BRENAU BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT:
THE ARK AT LAKE LANIER, LLC c/o JEFF HYLTON
REQUEST:
SPECIAL USE FOR EVENT FACILITY W/VARIANCE FOR OFF SITE SHARED PARKING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 09, 2026
Time: 6:00 PM.
HALL COUNTY GOVERNMENT CENTER, 2ND FLOOR, 2875 BRADFORD DRIVE, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6529

Outlook

Neighbor Support for the Ark on Lanier Special Use Permit

From [redacted]
Date Tue 7/7/2026 5:47 PM
To Planning <planning@hallcounty.org>
Cc [redacted]

Some people who received this message don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Planning Commission,

I am writing in support of the Special Use Permit application for the Ark on Lanier property.

My family and I have owned neighboring property since the 1970s. Over those many years, we have come to appreciate the importance of being respectful property owners and considerate neighbors. We also recognize that Lake Lanier serves a much broader community and has long supported a variety of recreational, family, commercial, public, and social activities. While homeowners naturally value peace and privacy, living on Lake Lanier is different from living on a small private lake or within a neighborhood governed by a homeowner's association, and it is unreasonable for homeowners to treat it as such.

Because of our decades of firsthand experience as neighboring property owners, I encourage the Commission to place significant weight on those with direct knowledge of the property, its history, and the conduct of its owners. Throughout the years, we have consistently observed Jeff Hylton to be a thoughtful steward of the Ark on Lanier property and a very respectful neighbor. The property is immaculately maintained, enhances the character of the surrounding area, and contributes positively to nearby property values. Based on our experience, I am confident it will continue to be operated in a manner that respects both neighboring homeowners and the broader Chestatee area.

For these reasons, I respectfully ask the Commission to approve the Special Use Permit. If the Commission believes additional safeguards are appropriate, I see no reason why reasonable conditions could not be incorporated into the permit to address any remaining concerns while allowing this well-managed property to further serve the community.

Thank you for your time and thoughtful consideration.

Sincerely,

Jeff & Lynn Craven
6337 Old Dawsonville Road
Gainesville, GA 30506

Karen White <karentwhite@gmail.com> 7/7/2026 2:05 PM

To whitedwkw@comcast.net

My name is Ron Harper. My primary residence is in Thomson, GA and my secondary residence and place of birth almost 75 years ago is 6205 Old Dawsonville Rd. Gainesville, GA. My cell is 7063737226

This address is near Chestatee community and is actually on Latham Creek or it was before Lake Lanier filled in the creeks snd bottomland in 1955. It is in this community and specifically in my neighborhood in which the abuse of power occurred.

You may be familiar with an event venue called "The Ark on Lanier." It's a very successful business that hosts groups and/or businesses on the shore of Lake Lanier. The owner is a gentleman named Jeff Hylton. I've met him a few times and in fact my brother and 2 sisters own a rental between my home and the Ark and recently rented to Jeff to handle any overflow guests from the Ark.

Jeff recently had rezoning notices placed on land he acquired a few years back and told us it was to have additional parking. A closer inspection of the zoning request indicates it might be more than a parking addition.

I don't have strong feelings for or against this though neighbors who live closer to the Ark complain of noise late into the night and at least one neighbor sold and moved because of noise. Another neighbor very close to Ark decided to oppose the zoning change and exercised his concern in the form of a petition asking neighbors to oppose the zoning. Dennis White, that neighbor, also had signs printed and displayed in our neighborhood on the roadside. One of his signs he inadvertently planted on private property. As I understand it he placed it in front of the property Jeff rents from my family. When pointed out, Dennis promptly moved the sign.

Someone at the Ark filed a criminal trespass complaint against Dennis and the Hall County Sheriff's office issued a citation to Dennis and ordered him to stay off Old Dawsonville Rd which the Ark faces. This is a short little spur which terminates into Lake Lanier just East of my home. Dennis's wife Karen walks her poodle down this road twice daily and Dennis who has Parkinson's Disease with tremors drives a golf cart sometimes alone and sometimes accompanying his wife and dog. It's a daily routine and I'm always pleased to see them come my way.

Dennis and his wife Karen were told to no longer turn left onto this public road. I was amazed to learn of this. Karen in fear of reprisal from sheriff's department ceased to walk her poodle. Dennis, who felt bullied but in the right continued to use the public road.

Today I passed Dennis and Karen Whites home and saw two Hall County Sheriff's vehicles in their driveway. One of those vehicles was in the turnaround in front of my home early this morning. Dennis was arrested this afternoon and taken in handcuffs to jail. According to Karen, Dennis was charged with stalking which is absurd. I don't know Dennis Whites age but I'm guessing mid 60's and as I mentioned above is stricken with Parkinson's.

There may be more to this story than I'm privileged to but I'm concerned when a neighbor and friend is told by law enforcement that he is not allowed to take photos with his phone from a public road and that he and his wife are banned from travel on a public road.

The zoning change comes before Hall County on July 9, 2026. Whether or not it should pass, I don't know. I signed the petition to deny it in the face of its misrepresentation to my family. But that is a different matter entirely. Part of me says Jeff Hylton should be allowed within reason to fo what he wants on his property. The other side says maybe the neighbors subjected to the noise should have their say without fear of being jailed.

There is one thing of which I'm certain and that is that basic human rights guaranteed by our Constitution should not be tread upon at any time and especially on the eve of our 250 th birthday.

Thank you for taking a look at what I think is abuse by Hall County.

Yours truly
Ron Harper

Charles ("Jay") and Susan Sexton
6356 Old Dawsonville Road
Gainesville GA 30506

RE: Special Use Permit Request – The Ark at Lake Lanier (6250 and 6255 Old Dawsonville Road) - July 9, 2026 Public Hearing

Hall County Board of Commissioners,

We are Jay and Susan Sexton, homeowners on Old Dawsonville Road. Unfortunately, we will be out of state on the date of this hearing, but we respectfully ask that this letter be included in the public record regarding the request for a Special Use Permit for an event facility at The Ark on Lake Lanier.

We chose to make our home on Old Dawsonville Road because it is a quiet, peaceful lakeside community. The peaceful character of our neighborhood is something we deeply value and have worked hard to preserve.

Although our home is located at the far end of the road from The Ark, we already hear activity from the property during the summer months. We can hear loud cheering, outdoor games, music, and large groups gathering. If those sounds carry all the way to our home, we cannot imagine the impact on the families who live immediately adjacent to the property.

Our concern is not with the current owner personally. Rather, it is with the long-term impact of approving an event facility in an established residential neighborhood. Once this Special Use Permit is granted, it remains with the property and could continue long after the current owner is gone. Future owners would have the benefit of the same approval, even if they operate the property very differently.

One of our greatest concerns involves the proposed increase to gatherings of up to eighty people. The county's own report states that the property is approved for seven bedrooms and that the current short-term rental occupancy is limited to twenty-seven overnight guests. We respectfully ask the Board to carefully consider how a property served by septic is expected to support repeated gatherings of up to eighty people.

The application discusses weddings, reunions, retreats, celebrations, and other events, but we are unclear about how often these events could occur. Could gatherings of eighty people happen every weekend? Multiple times each week? Throughout the summer? If approval is granted, what limitations will exist regarding the frequency of events, the number of consecutive event days, or the total number of events permitted each year?

These questions are important not only because of traffic and noise, but also because of the cumulative impact that repeated large gatherings could have on a property served by septic and located within a quiet lakeside residential community.
We also respectfully ask the Board to carefully review the parking analysis. The staff report concludes that approximately forty to forty-five on-site parking spaces are sufficient for the proposed use. We question whether that estimate reflects actual event conditions once overnight guests, invited attendees, vendors, caterers, photographers, musicians, service vehicles, and staff are all present. We respectfully ask the Board to ensure these calculations accurately reflect real-world event operations.

Another concern is the increased traffic on our road. More vehicles mean a greater potential for accidents involving residents and the large deer population that regularly crosses our road. It is common for us to see twenty to thirty deer in our own yard, with many more throughout the neighborhood. Our road was designed to serve a peaceful residential community, not frequent large events.

If the Board determines that approval is appropriate, we respectfully request that meaningful conditions be imposed, including limits on the number of events permitted each year, limits on consecutive event days, strict limits on outdoor amplified music, earlier outdoor quiet hours, prohibition of roadside parking, and clear enforcement measures to protect the surrounding neighborhood.

Thank you for your consideration and for your service to Hall County.

Respectfully,

C J Sexton

Susan C. Sexton

Jay and Susan Sexton
Old Dawsonville Road Residents

Reference: Opposing The Rezoning the Ark at Lanier (6250 and 6255 Old Dawsonville Road) July 9th Public Hearing

Hall County Board of Commissioners,

I will be out of town on July 9 when the meeting will be held and I want this to be included in the public record regarding my family opposing the request for **The Rezoning the Ark at Lanier (6250 and 6255 Old Dawsonville Road) July 9th Public Hearing**.

My name is Robin Callahan. My family has owned our property 3764 Lathem Creek Drive since 1959 which is straight across from The Ark.
Our cove and neighborhood have always been a quiet and relaxed area till The Ark opened. Our family is not for the growth and the rezoning of The Ark with all the extra traffic on the roads and the noise The Ark has already brought to our small residential neighborhood, and our cove is awful we can't imagine how it will be if this new rezoning is approved. The Ark has never followed the rules of the short-term vacation rental since it began, they have had weddings and business gatherings and now they want to go bigger, this is a residential neighborhood. Please consider the impact this is going to have on all the residents if it is approved.

Sincerely,
Mr. & Mrs. Robin Callahan
3764 Lathem Creek Drive
Gainesville, GA. 30506

Subject: Community Opposition to Proposed Re-Zoning for Event Facility and Off-site Parking

Dear Hall County Board of Commissioners,

We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

We object to the event facility for the following critical reasons:

- **Noise & Nuisance: Amplified music, late-night events, and cheering crowds will disrupt the peace and quiet our families rely on.**
- **Traffic & Congestion: Increased event traffic will create dangerous conditions on our narrow residential, dead-end streets and threaten pedestrian safety.**
- **Parking Spillovers: Inadequate on-site parking will lead to guests parking on neighborhood lawns and blocking private driveways.**
- **Zoning Violations: This property is currently zoned for V-C use, and a event facility is out of compliance with these regulations.**

We respectfully urge the Hall County Board of Commissioners to deny any permits, variances or zoning changes required to open this event facility.

We have attached a petition with signatures from (XX) households who stand united in protecting our neighborhood. We look forward to discussing this matter with you at the upcoming public hearing scheduled for Thursday, July 9, 2026 at 6:00 p.m. at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA.

Sincerely,

We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

Name/Address	Signature	Date
Dennis White 6131 Cool Springs Rd	Dennis White	6-18-26
Sherry Boyman 6120 Cool Springs Rd	Sherry Boyman	6-19-26
Christie McClain 6314 Old Dawsonville Rd A+	Christie McClain	6-19-26
IAN GORDON 6349 OLD DAWSONVILLE RD	Ian Gordon	6-19-26
[illegible] 6302 J F Jay Rd Gainesville GA 30506	[illegible]	6/19/26
[illegible] 6349 OLD DAWSONVILLE ROAD GAINESVILLE, GA 30506	[illegible]	6/19/26
Ronald & Lynn Gulde 3807 Chestatee Cutoff Gainesville, GA 30506		6/19/26
Larry Harper 6227 Old Dawsonville Rd	Larry Harper	6/19/26
Ronald Harper 6205 Old Dawsonville Rd	Ronald Harper	6/19/26
Arnold Pirkle 6303 Old Dawsonville Rd	[illegible]	6-19-26
Marcia Pirkle 6325 J.F. Jay Rd	Marcia Pirkle	6/19/26
Shaina Cleveland 2633 Tammi Ln. Gainesville, GA 30506	Shaina Cleveland	6/19/26
Margaux Nodvin 6326 Old Dawsonville Rd, Gainesville	Margaux Nodvin	6.19.26
Gayla & Mark Rogers 6322 Old Dawsonville Rd	Gainesville Ga	6-19-26
ELIZABETH & BRIAN MARTIN 6130 COOL SPRINGS RD	[illegible]	6-19-26
Tim & Becky Landers 6032 Cool Springs Rd	Tim Landers	6-19-26
[illegible] & Vicki Watkins 6143 Cool Springs Rd	[illegible]	6-19-26
The matthew Kahn 6324 old Dawsonville Rd		6-20-24

Kay & Skip Collins, 6105 Cool Springs Rd, Kay Collins 6/20/26
Shawn Perry 3746 Chestatee Rd Shawn Perry 6/20/26
Dena Blackshear 6022 Cool Springs Rd. 6/20/26
Debora Coyle 6011 Cool Springs Rd 6/20/26
Angie Crowley 3838 Chestatee Cut Off 6/20/26
Wendall Fortner 6029 Cool Springs Rd. 30506
Denise Fortner 6029 Cool Springs Rd. 30506
BRANCH PERRY 3761 LATHem Creek DR 30506 BR 6/20/26
Richard Strauf 3721 Lathem Creek D RM 6.20.26
Brian Canty 3676 Grandview Dr 6-20-26
Robin Callahan 3764 Lathem Creek Dr 6-21-26 RC
Cody Gilder 6006 Cool Springs Rd Cody Gilder 6-21-26
Meghan Gilder " "
Cody Bake 3819 Chestatee Rd Gain. Ga 30506 CBS
LEA JANSEN 6029 BLACK PEAR LANE 30506 6-21-26
Charles Sexton + Susan Sexton 6356 Old Dawsonville Rd Gainesville GA 30506
Cody Puckett 5792 Coolspring Rd 6-23-26
MARTIN JANSEN 6149 COOL SPRINGS ROAD 30506
Trent M. Hughes 4035 chestatee spur 30506
Britney Hughes 4035 chestatee spur 30506
Elizabeth C. Diehl 6349 JF Jay Rd Gainesville 6.28.26
6349 JF Jay Rd Gainesville 6.28.26

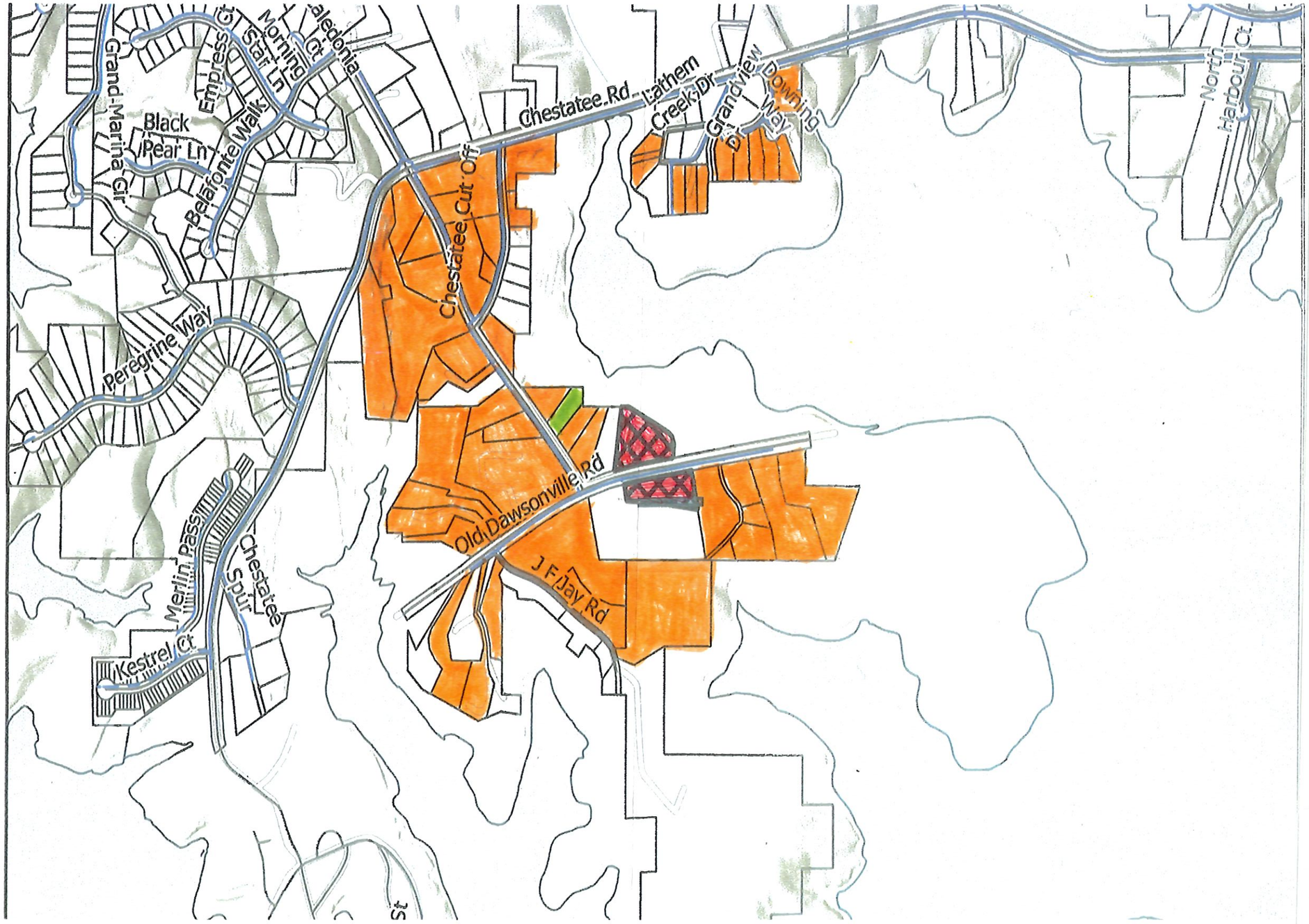
We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

Name/Address	Signature	Date
THOMAS R CHAPMAN 3661 GRANDVIEW DR.		6/22/2026
Rufus Scott 3663 Grandview Dr		6/22/2026
Charles Finch 3673 Grandview Dr		6-22-2026
Luckson Etienne 3675 Grandview Dr		6/22/26
MIKE VINCENT 3677 GRANDVIEW Dr.		6/22/26
MARIBETH KENNEDY 3669 DOWNING WAY		6/22/26
MAX KENNEDY 3669 DOWNING WAY		6/22/26
David Garrett 3661 Grandview Dr		6-22-26
Joe Toland 3671 Downing Way		6-22-26
Joe Tolep 3740 Lathem Crk. Dr.		6-28-26
Claybrook Collier 3815 Chestatee Cut Off		6-28-26
Donnie Bemetz 3806 chestatee cut off		7-1-26
	3814 Chestatee Cut Off	7-5-26
Ellen Boerger	3931 Chestatee Rd	7-7-26
Jimmy H. Hammock, JS	4035 Chestatee Rd. Gainesville, GA 30506	7/7/2026
Caryl P Hammock	4035 Chestatee Rd Gainesville, GA 30506	7/7/26

Residents Highlighted Opposing the Rezoning the Ark at Lanier Signatures on Petition

Highlighted in RED is THE ARK at Lanier

Highlighted in GREEN is a Empty House is A Short Term Vacation Rental Property



CHAPTER 5.100. SHORT TERM RENTAL

5.100.010.	Purpose.
5.100.020.	Zoning districts.
5.100.030.	Applicability.
5.100.040.	Definitions.
5.100.050.	Property owners, local contact person, and responsible person.
5.100.060.	Business license and tax, and transferability.
5.100.070.	Standard operational requirements and conditions.
5.100.080.	Violation and penalties.

2. Short term rentals shall meet applicable International Building Code, International Fire Code, and Life Safety Code as adopted by the State. For properties that are served by septic, short term rentals shall meet applicable environmental health regulations.

3. Short term rentals shall meet applicable state department of natural resources and the county public safety regulations.

4. The owner and/or local contact person shall maintain a house number that is visible from the street at all times.

5. A short-term rental license is limited to one reservation at any time. Multiple reservations for the same dates is considered a tourist accommodation by Environmental Health. Tourist accommodations are a commercial use and not allowed within a residential district. Short-rentals may not be less than whole house unless property is owner-occupied; reservation limits are still applicable.

6. A short-term rental may not be advertised as an event venue and may not be used by the guests to accommodate weddings, parties, corporate events, or similar functions.

(c) Provide and require that such responsible person execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants and/or guests of the vacation home with all applicable laws, rules and regulations pertaining to the use and occupancy of the short term rental.

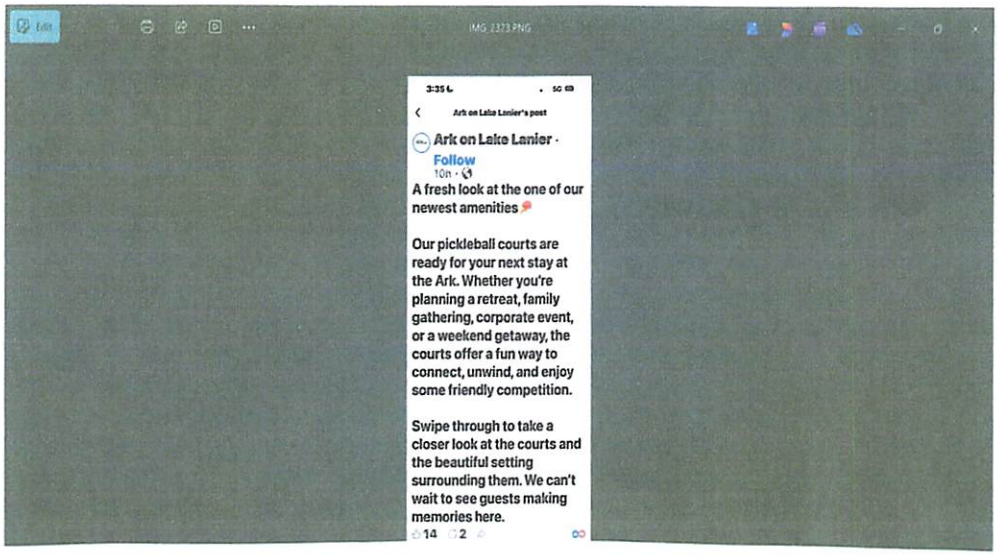
3. Parked vehicles:

(a) Shall not be parked on the county right-of-way or along any roadways at any time; and

(b) Shall be parked outdoors on the property only on designated hard surfaced areas with gravel, concrete or asphalt surfacing; and shall not be permitted outside such hard surfaced areas (i.e., no parking in yards or neighbor's properties).

4. The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short term rental do not violate the noise regulations set forth in title 8 of this Code by notifying the occupants of the rules regarding short term rentals and responding when notified that occupants are violating laws regarding their occupancy. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way;

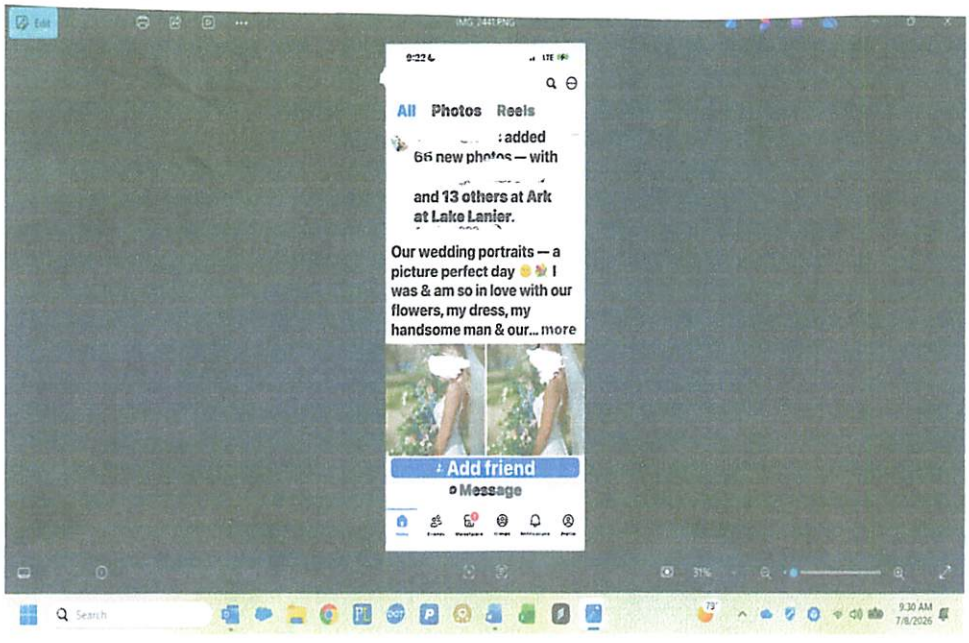
5. The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short term rental do not violate the domestic animal regulations set forth in title 4 of this Code by notifying the occupants of the rules regarding short term rentals and responding when notified that occupants are violating laws regarding their occupancy. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way;



The Ark at Lanier is already not following the Rules of The Short-Term Vacation Rental Polices:

- **Having Weddings at The Ark** : non-family members weddings (Here is one example of one wedding for a surrounding neighbors' family members and there has many other wedding at The Ark)
- **Having Corporate Events and advertising for Corporate Event** (Here is just one example of The Ark at Lanier FB Account advertising for corporate events

Please do not approve for The Ark at Lanier to grow any larger with rezoning to a Venue Facility in our small residential area



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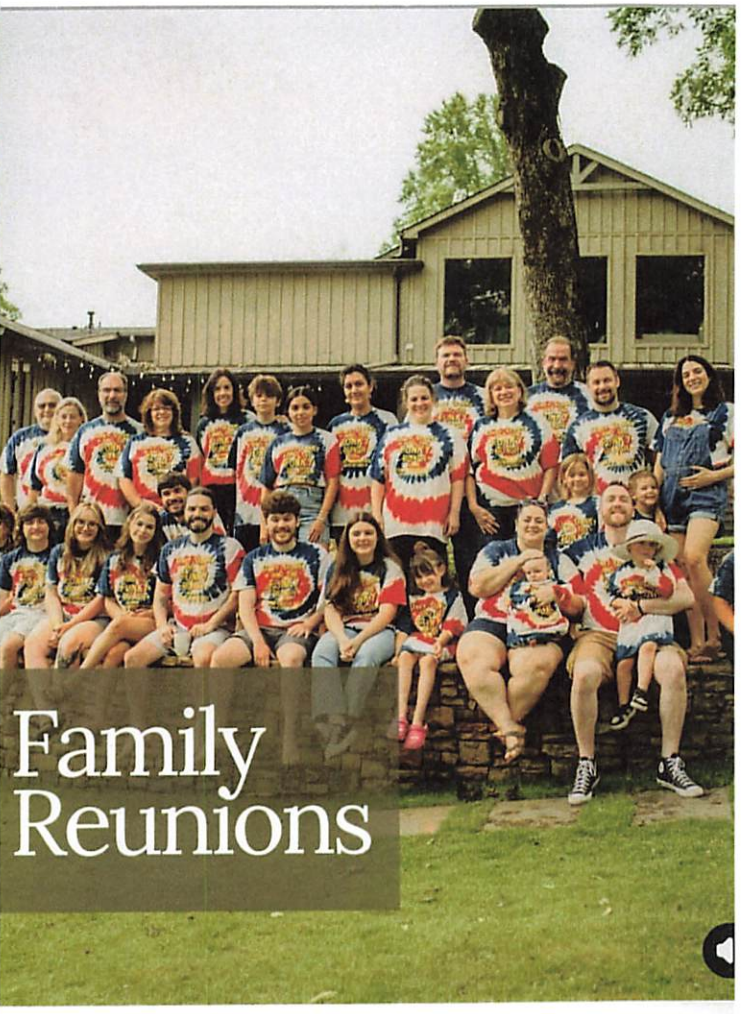
11

1

Ark on La... Follow

Happy 4th Year Ar... more ...



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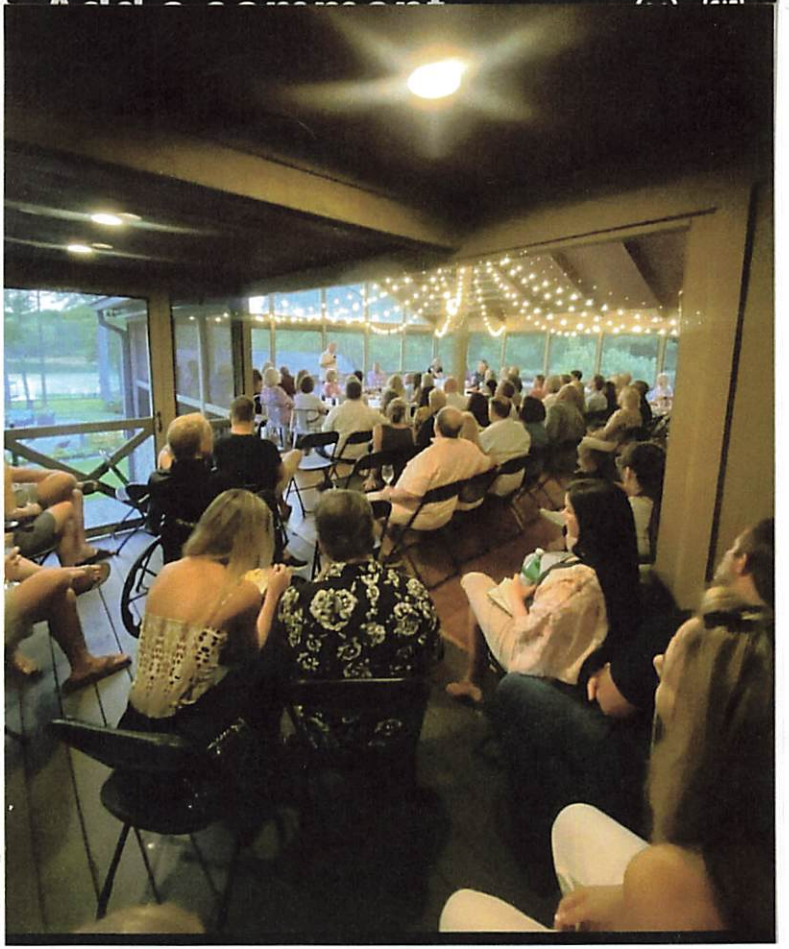
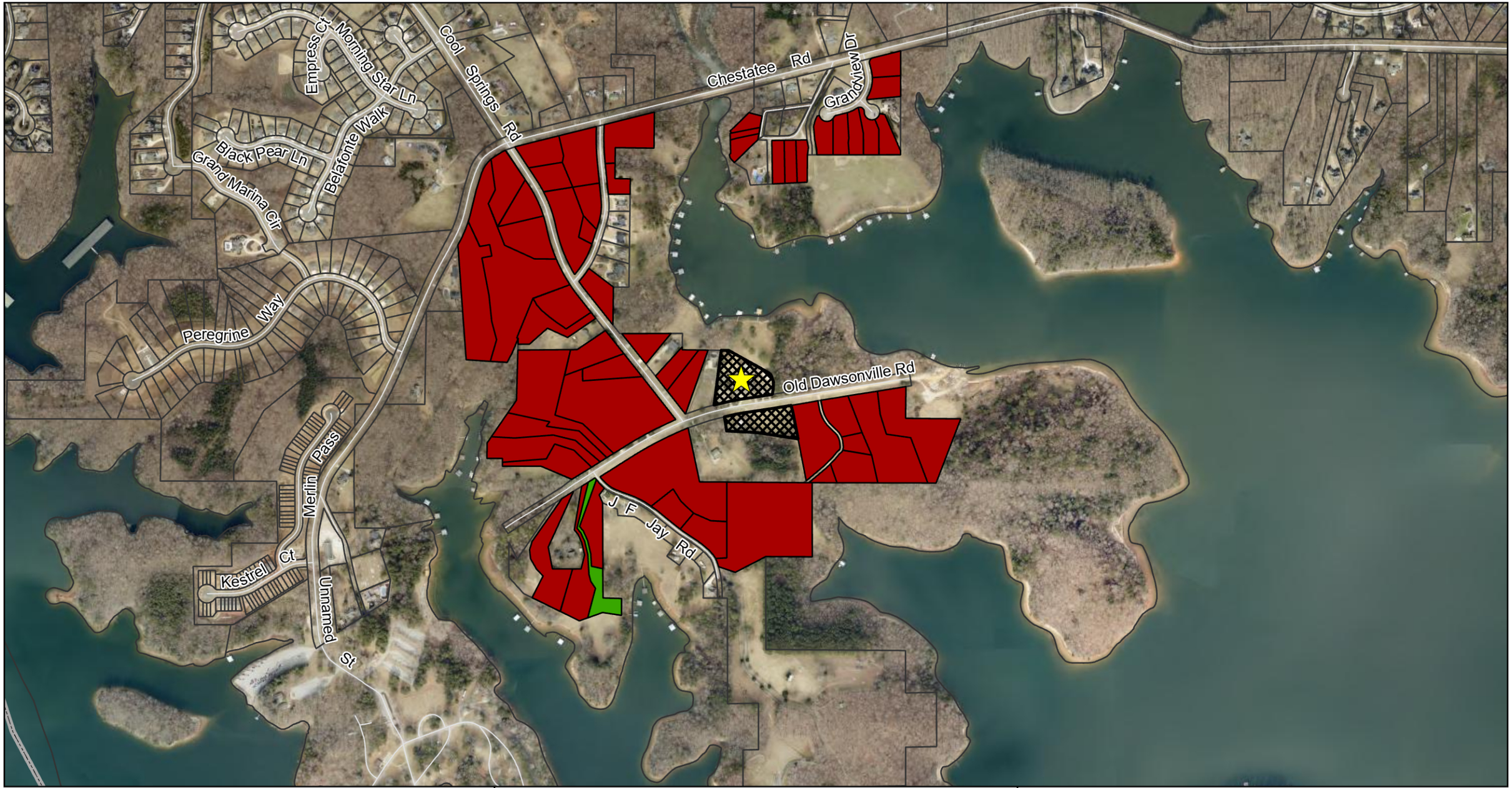


When you have a pool, a two story dock, a fire pit under the stars, brand new pickleball courts, and a lake right outside your door, the celebration has nowhere to be but here.

The Ark was built for people to gather, rest, and feel at home in a place that is anything but ordinary. Intimate weddings and elopements at Ark on Lake

Daniels



N

Subject Property
Against
Support

0 780 1,560 Feet

Public Comments Map

Subject Property Address:
6250 & 6255 Old Dawsonville Road

Applicant:
The Ark at Lake Lanier, LLC c/o Jeff Hylton

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 53
Support: 1

Date Prepared: 7/8/2026

HALL COUNTY GEORGIA
We have it all in Hall

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: **Work Session (07/06/26)**

REPORT TO: **Voting Meeting (07/09/26)**

ITEM NO: 406/2026

SUBJECT: **6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 |** to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed Use: Event facility with off-site shared parking |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Meetings:

Work Session Date: 07/06/26 **Voting Meeting Date:** 07/09/26

Executive Summary:

Presenter: KA

Recommendation:
Staff recommends **DENIAL** of the applicant's request.

Purpose of Request:
6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 | to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed Use: Event facility with off-site shared parking** | Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
AD			

Attachments:

Staff Report
Staff Amended Conditions
Application
Narrative
Statement of Hardship
Supplement Memo
Site Plan
Survey
Plat
Maps
Site Photos
Deed
Environmental Health Comments
GDOT Comments
Public Works Comment
Fire Comments
Business License Comment
Building Inspections Comment
Notice Signs
Public Comment - from Jeff & Lynn Craven
Public Comment - from Ron Harper
Public Comment - from Jay & Susan Sexton
Public Comment - from Mr. & Mrs. Robin Callahan
Community Opposition Petition
Map - Public Comments Rec'd

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... The Ark at Lake Lanier, LLC c/o Jeff Hylton

Request ..... (A) **Special Use** | for event facility
(B) **Variance** | to Section 8.1

Proposed Use ..... (A) Event facility
(B) Event facility with off-site shared parking

Size ..... (A) 3.59± acres
(B) 3.59± acres

Zoning ..... Vacation Cottage (V-C)

Location ..... **6250 & 6255 Old Dawsonville Road |** Tax Parcels 10035 000006A & 10035 000008B

Commission District ..... Two

Commission Date ..... July 9, 2026

Staff Recommendation ..... (A) **Approval, with conditions,** as the proposed use meets the standards of the UDC.
(B) **Denial**, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

Record Number..... (A) HZCU26-0019
(B) HVAR26-0019

(A) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. The property shall be utilized in accordance with the site plan and narrative dated May 8, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Prior to the development of any additional impervious area on the site, the applicant shall submit an as-built survey to ensure permitted lot coverage is not exceeded. The survey shall document the total impervious lot coverage and clearly specify the percentage of coverage attributable to principal and accessory structures versus all other impervious surfaces.

3. No development or building permits for new construction shall be issued for 6255 Old Dawsonville Highway until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.

4. The existing driveway for the parking across the street shall be used. No new access will be allowed.

5. A pedestrian crossing plan between the two properties shall be submitted to Hall County Engineering for approval.

6. One of the driveways serving the sports court area (one of five serving the site) shall be closed.

7. All building code violations identified in the Building Inspections Division Memorandum dated June 5, 2026, must be resolved before the business license for the short-term rental can be renewed and before a business license for the event facility can be issued.

8. All Fire Code requirements shall be met as identified in the Memorandum dated June 3, 2026, from the Fire Marshal's Office prior to issuance of a business license for the event facility use.

9. 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.

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

(B) Staff recommends DENIAL of the applicant's request.

The following should be considered a variance to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **Section 8.1.4 – Off-site Shared Parking** – If off-street parking cannot be reasonably provided on the same lot on which the principal use is conducted, the Planning Commission may permit such spaces to be provided on other off-street property upon approval of a variance in accordance with Sec. 11.2. Off-site parking spaces must be associated with the permitted use and may not thereafter be reduced or encroached upon in any manner.
    - The applicant is proposing approximately 25-30 off-site shared parking spaces located at 6255 Old Dawsonville Highway to be used for the event facility at 6250 Old Dawsonville Highway.

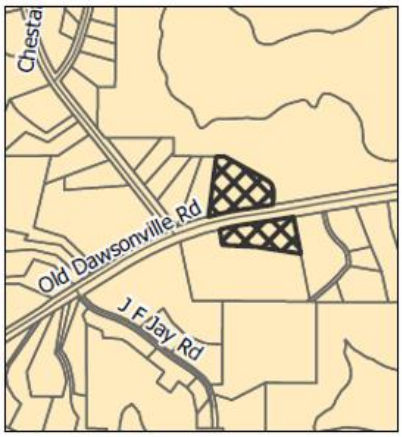
Summary Analysis

The applicant has submitted two concurrent requests on two tracts, with a combined acreage of 3.59± acres, zoned Vacation Cottage (V-C) for: (A) a Special Use for an event facility and (B) a Variance to Section 8.1 for off-site shared parking.

Per the Tax Assessor and/or Building records, the site is developed with the following:

- 10,151 square foot single-family residence, originally constructed in 1955 (remodeled and expanded in 2008 subsequent to fire damage; RES2008-01387 & RES2010-00618)

- 504 square foot accessory structure constructed in 1950 (1991 Plat identifies as “barn”) and converted to a single-family residence (date of conversion unknown – possibly Permit# 990003180 for a “residential guest house”)
- 840 square foot single-family residence constructed in 1988 (predates building permit records)
- Pool and cabana constructed in 1999 & 2000
- Sports court (HRNEW26-0270)



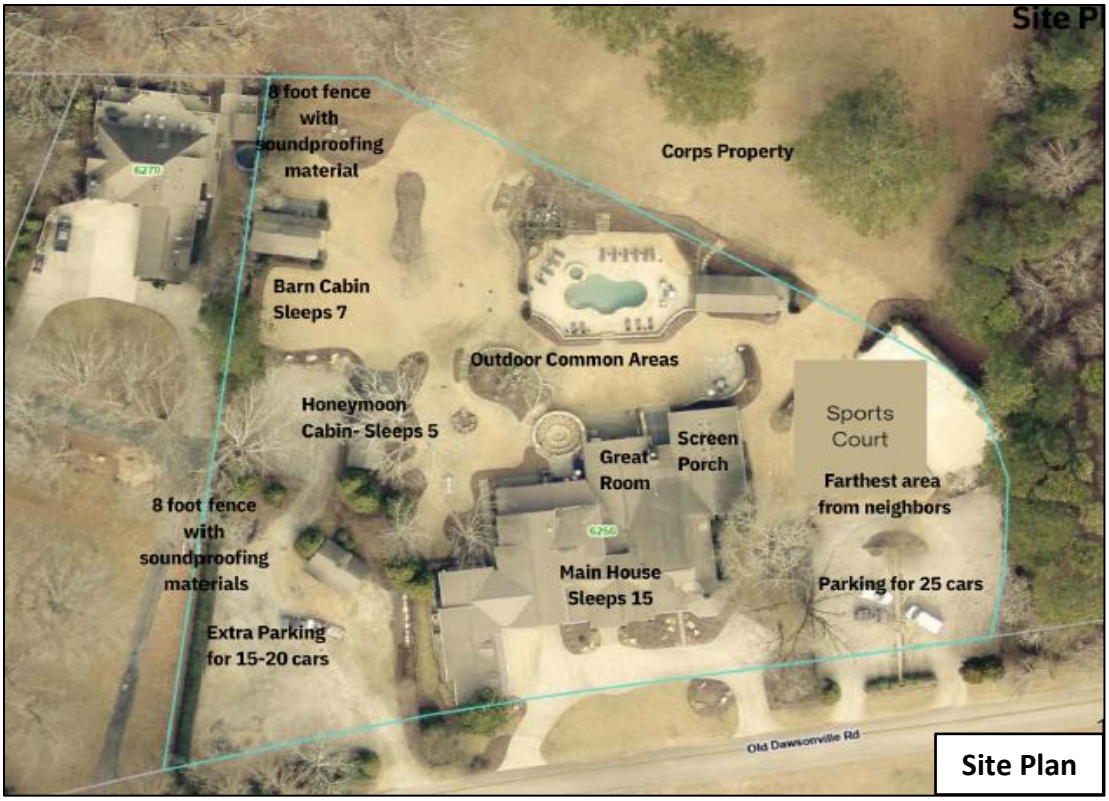
The surrounding properties are zoned and developed as outlined below:

North:	Army Corps of Engineers (Lake Lanier)
East:	Army Corps of Engineers (Lake Lanier)
South:	Vacation Cottage (V-C): Single-family residences
West:	Vacation Cottage (V-C): Single-family residences

Per the submitted narrative, the applicant is requesting Special Use approval for an event facility with lodging to accommodate structured group retreats, family gatherings, leadership retreats, non-profit programs, ministry retreats and small private gatherings. In addition to the 27 overnight guests allowed under the current short term rental license, the applicant seeks approval to host special events associated with overnight bookings for a total on-site capacity of 80 people. To support the additional attendance, the applicant is also requesting a Variance to Section 8.1.4 to permit the use of off-site shared parking on the parcel located across the street at 6255 Old Dawsonville Highway, which is under the same ownership.

The submitted site plan identifies the various residential structures, outdoor amenities, and three on-site parking areas accommodating 40-45 parking spaces at the 6250 Old Dawsonville Highway parcel, as well as, approximately 25-30 off-site shared parking spaces at the 6255 Old Dawsonville Highway property.

Water service is provided by the City of Gainesville, and sanitary sewer services are provided by on-site septic.


Site Pl
8 foot fence with soundproofing material
Corps Property
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Great Room
Screen Porch
Sports Court
Farthest area from neighbors
8 foot fence with soundproofing materials
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
Site Plan

6270
6149
6250
Parking
Parking
Easy safe walk across
Tree and bush buffer
Parking attendants here during events
Prop Manager house and office
Occasional parking for 25-30 cars
6221
Empty dilapitated house and grassy area
6235
Trees and empty acreage
6271
6285
Site Plan

History

In 2014, a business license (BUS-0030444) was issued for a short-term rental at 6250 Old Dawsonville Highway (Tax Parcel 10035 000006A). At that time, the maximum occupancy was approved for 3 bedrooms and 9 occupants within the primary single-family residence. In 2024, the maximum occupancy for the short-term rental was increased to 6 bedrooms and 15 occupants in the primary residence (HOCC24-0091). In 2025, following the 2024 UDC update to the definition of "guest house," which removed the restriction prohibiting guest houses from being rented, the maximum occupancy was further increased to 27 occupants. This expansion included the addition of two guest houses identified on the site plan: the "Honeymoon Cabin" (Cottage 1), approved for 1 bedroom and 5 occupants, and the "Barn Cabin" (Cottage 2), approved for 2 bedrooms and 7 occupants.

While the Business License allows occupancy of 9 bedrooms, the Environmental Health Department has stated in their Memorandum dated June 9, 2026, that "The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed."

Parking Analysis

The subject property is permitted to host up to 27 overnight guests under the existing short-term rental license. While neither the Unified Development Code (UDC) nor MuniCode Chapter 5.100 (Short-Term Rental) establishes a specific on-site parking requirement for short-term rentals, the additional request for an event facility triggers the parking standards applicable to that use.

For event facilities, the UDC requires either 1 parking space per 4 seats or 1 space per 200 square feet of assembly area when seating is not fixed. Because the applicant has not designated a specific event area or provided fixed seating calculations, it is reasonable and consistent with the code to apply the standard of 1 parking space per 4 event attendees.

Assuming each of the 27 overnight guests requires one parking space, the maximum number of additional event attendees would be 53 persons to reach the total requested capacity of 80 persons. Applying the event standard of one parking space per four additional attendees, the event component would require approximately 14 additional spaces. This results in a total parking need of approximately 41 spaces.

Per the applicant, the existing property at 6250 Old Dawsonville Highway can accommodate between 40 and 45 on-site parking spaces. Because the on-site capacity meets or exceeds the calculated demand for both overnight guests and associated event attendees, additional off-site parking is not required to support the proposed use.

Comprehensive Plan

The subject properties are located within the future land use designation of Lakeside Residential within the Murrayville/Sardis character area. These areas are located near and adjacent to the edges of Lake Lanier and can range from low density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a

style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density.

(A) Zoning Analysis – Special Use

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **While the surrounding area is primarily developed with single-family residential uses, the property already supports an established short-term rental operation with multiple approved guest accommodations. The event facility would be incorporated into this existing framework on a large tract that provides natural separation from nearby residences. With appropriate conditions to address operational impacts, the proposed use can be accommodated on the site.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed special use will adversely affect the existing use or usability of adjacent or nearby properties. If parking is properly accommodated and activity areas are appropriately buffered from surrounding residential properties, the continued usability of adjacent and nearby properties can be 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, however, the applicant cannot operate an event facility without obtaining Special Use approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the intent of the Lakeside Residential future land use designation in the Comprehensive Plan. These areas are located near and adjacent to the edges of Lake Lanier and can range from low density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property has been developed with a single-family residential use since 1955 and short-term rental use since 2014.**

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; **While there are no other event facilities in the immediate area, the proposed use could be described as a resort-style multi-family development which is a use within the Lakeside Residential future land use designation in the Murrayville/Sardis character area. The Special Use itself does not create an isolated district unrelated to the surrounding districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county, and the proposed use can be accommodated within the generally low-density, residential character of the surrounding neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **Event facilities require Special Use approval in every zoning district where they are allowed. Therefore, no zoning district provides the use by right, and the applicant is not limited in the availability of appropriately zoned sites based on this criterion.**

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.**

(B) <u>Zoning Analysis</u> – Variance

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **There are no extraordinary or exceptional conditions related to the size, shape or topography of the lot that would justify the requested variance.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **As adequate parking can be provided on the 6250 Dawsonville Highway property itself based on calculated demand for both overnight guests and associated event attendees, there is no demonstrated hardship or practical need for off-site shared parking.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **Although the proposed use may be unique to the 6250 Dawsonville Highway property, the site itself can accommodate the required parking, therefore no peculiar site conditions exist that warrant relief.**

4. Such conditions are not the result of any actions of the property owner**; The request for additional parking stems from the operational preferences of the applicant/property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, may not cause substantial detriment to the public good, but it would undermine the intent of the UDC, which requires demonstration of true hardship before varying parking standards.**

<u>11.2.6.E - Submission requirements</u>

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated June 9, 2026, the Hall County Environmental Health Department stated "6250 Old Dawsonville Hwy is served by two septic systems consisting of a 6 bedroom Eljen system and a 1 bedroom Eljen system. The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed. Property should be rented as a whole to one tenant/related party. Approval for Short Term Rental use/licensing to be determined by Hall County Community Development & Infrastructure. 6255 Old Dawsonville Hwy is served by a 2 bedroom septic system. Any proposed parking on this parcel must meet required setbacks to the existing septic system and not impact future repair area."

Georgia Department of Transportation
In an email dated June 9, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated "Off-System no impacts expected to the State Route system.

Hall County Public Works and Utilities
In a memorandum dated June 10, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage

Traffic:
The existing driveway for the parking across the street shall be used. No new access will be allowed. The existing site has 5 driveways. One of the driveways serving the sports court area shall be closed. A pedestrian crossing plan shall be submitted to Hall County Engineering for approval.

Utilities:
No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

Hall County Fire Marshal
In a memorandum dated June 3, 2026, the Hall County Fire Marshal's office provided the following comments:

"Hall County Fire Marshal's Office comments for proposed event facility with lodging.

Life Safety Code 2024 Edition 43. 7 .2 Change of Occupancy Classification.
Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section 43.7.2.1 or 43.7.2.3.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance."

Hall County Business License Division
In a memorandum dated June 4, 2026, Brandi Smith, Business License Director stated "Mr. Hylton is currently licensed for a short-term vacation rental. If approved, he would need to amend his business license to allow for the Event Facility"

Hall County Building Inspections
In a memorandum dated June 5, 2026, Kristie Turner, Development Services Director and Cody Edwards, Interim Building Official/Building Inspections Manager, provided the following comments:

"The property is currently operating as a short-term rental (STR) with a maximum approved overnight occupancy of 15 transient guests in the main house. Two additional accessory structures, the Garage apartment, Kathy's Cabin, and the Barn Cabin.

On June 5th, 2026, representatives from the Hall County Fire Marshal's Office and Hall County Building Development conducted a site inspection at Ark on Lanier. The following memorandum outlines all code violations identified by Hall County Building Development during that visit.

Main House
- Remove the smoke detector that is located inside the garage.
- Provide GFCI protection for all outlets located inside the garage.
- Relocate smoke detectors to maintain a minimum 3-foot clearance from any air vent.
- Bedroom located in the basement does not contain proper egress, so therefore it cannot be considered a bedroom.
- Provide required landings at the bottom of all stairways.
- Remove all obstructions from egress windows.

Garage Apartment
- Repair firewall inside the mechanical closet located in the garage.
- Ensure all outlets inside the gym/garage are GFCI protected.

Kathy's Cabin
- A handrail is required to be installed along the stairs leading out the front door of the residence.

Barn Cabin
- The upstairs room does not have proper egress and therefore cannot be used as sleeping quarters.

Conclusion:
Hall County Building Development appreciates the cooperation of the property owner and representatives present during the June 5, 2026, inspection. The items outlined in this memorandum must be corrected to bring the main house and accessory structures into compliance with applicable life-safety and building code requirements. Once all deficiencies have been addressed, please contact our office to schedule a follow-up inspection. We look forward to working with you to ensure the Ark on Lanier operates safely and in accordance with Hall County regulations."

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

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

From: Katie Ahmed, Planning & Zoning Director

Date: July 7, 2026

Subject: **(A) 6250 & 6255 Old Dawsonville Road | Special Use |** for event facility | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed use: Event facility** | Commission District 2 | **The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(B) 6250 & 6255 Old Dawsonville Road | Variance to Section 8.1 | to parking standards | on two tracts totaling 3.59± acres located on the north and south side of Old Dawsonville Road approximately 230 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B | **Proposed Use: Event facility with off-site shared parking |** Commission District 2 | **The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Dear Commissioners,

Following further internal discussion as well as recently received documents including a circulation plan and photographs of parking circulation signage from the applicant, Staff is recommending amendments to the conditions of zoning outlined in this Staff report. The changes are outlined below in red,

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be utilized in accordance with the site plan and narrative dated May 8, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Prior to the development of any additional impervious area on the site, the applicant shall submit an as-built survey to ensure permitted lot coverage is not exceeded. The survey shall document the total impervious lot coverage and clearly specify the percentage of coverage attributable to principal and accessory structures versus all other impervious surfaces.
3. No development or building permits for new construction shall be issued for 6255 Old Dawsonville Highway until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.
4. The existing driveway for the parking across the street shall be used. No new access will be allowed.
5. A pedestrian crossing plan between the two properties shall be submitted to Hall County Engineering for approval**, and all construction and installation costs shall be the responsibility of the applicant.**
6. ~~One of the driveways serving the sports court area (one of five serving the site) shall be closed.~~ **The driveway(s) serving the parking area on the east side of the property shall comply with Chapter 12.40 of the Hall County Code of Ordinances, and an encroachment permit shall be obtained.**
7. All building code violations identified in the Building Inspections Division Memorandum dated June 5, 2026, must be resolved before the business license for the short-term rental can be renewed ~~and before a business license for the event facility can be issued~~.
~~8. All Fire Code requirements shall be met as identified in the Memorandum dated June 3, 2026, from the Fire Marshal's Office prior to issuance of a business license for the event facility use.~~
8. **All existing structures on the property must be brought into full compliance with all applicable building and life-safety code standards, as determined by the Hall County Fire Marshal and Building Inspection Department, prior to the issuance of an event-facility business license. Outdoor events shall not be a substitute for these required modifications.**
9. **All advertisements for events and hosted events shall be suspended until the issuance of an event facility business license.**
10. 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.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

If you have any questions, please let me know.

Katie Ahmed
Planning & Zoning Director

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

The Ark at Lakelanier, LLC / Jeff Hylton
106 Spring St SW, Ste 304
Gainesville GA 30501-3761

Phone 404/285-3260

Email Address jeff@arkonlanier.com

Property Owner (Name and Mailing Address)

Same & IPH Investments, LLC
Same
Same
Same

Phone

Email Address Same

Location of Property 6250 & 6255 Old Dawsonville Hwy, Gainesville GA

Present Zoning V-C Existing Structures Residence and accessory structures

Tax Parcel: 10035 00000~~0A~~ ~~BB~~ & 6A

Type of Appeal:

_____ Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
_____ Road Frontage Variance	___ Right Side Yard	From ___ ft. to ___ ft.
_____ Sign Variance	___ Left Side Yard	From ___ ft. to ___ ft.
_____ Hardship Mobile Home	___ Rear Yard	From ___ ft. to ___ ft.
_____ GCOD Variance	___ Road Frontage	From ___ ft. to ___ ft.
X Other: 8.1.4.A + 8.1.3.	___ Sign Area	From ___ ft. to ___ ft.
	___ Sign Height	From ___ ft. to ___ ft.
	___ Doctor's Letter	___ Terms Agreement

Off-site shared Parking / Parking lot Construction

Supporting Documents: ___ Plat of Property ___ Site Plan
___ Deed of Property ___ Floor Plans
___ Hardship Statement ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Print Jeff Hylton Date 5-6-26

Sign _____ Date 5-6-26

I hereby withdraw this application. Date _____

Sign _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

LH H2 6.19.26

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/13/2026 4:40:28 PM

BUSINESS INFORMATION	
CONTROL NUMBER	13458913
BUSINESS NAME	The Ark at Lake Lanier, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	02/13/2026
ANNUAL REGISTRATION PERIOD	2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	106 Spring Street SW Unit 304, Gainesville, GA, 30501-3761, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
Jeff C Hylton	106 Spring Street SW Unit 304, Gainesville, GA, 30501-3761, USA	Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Jeff C Hylton
AUTHORIZER TITLE	Organizer

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 03/26/2025 11:56:47

BUSINESS INFORMATION	
BUSINESS NAME	: IPH Investments LLC
CONTROL NUMBER	: 16059024
BUSINESS TYPE	: Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	: 2025, 2026, 2027

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: PO Box 6, Gainesville, GA, 30503, USA
REGISTERED AGENT NAME	: Jeff Hylton
REGISTERED OFFICE ADDRESS	: 6250 Old Dawsonville Road, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 106 Spring Street, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: Jeff Hylton
REGISTERED OFFICE ADDRESS	: 6250 Old Dawsonville Road, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: Jeff Hylton
AUTHORIZER TITLE	: Organizer

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5-6-26

Applicant's/Owner's Name (Printed): Jeff Hylton

RECEIVED
May 8, 2026

ARK ON LAKE LANIER

SPECIAL USE PERMIT REQUEST

EVENT VENUE WITH LODGING

Property Address:
6250 Old Dawsonville Road
Gainesville, GA 30506

Additional Parking Variance Requested For:
6255 Old Dawsonville Road
Gainesville, GA 30506

Submitted By:
Ark on Lake Lanier
Jeff Hylton, Owner
Jackie Page, Property Manager

Website: Arkonlakelanier.com

EXECUTIVE SUMMARY

Ark on Lake Lanier respectfully requests approval for a Special Use Permit to operate as an **Event Venue with Lodging**.

The Ark operates as a professionally managed, reservation-only lodging property designed to accommodate structured group retreats, family gatherings, leadership retreats, nonprofit programs, ministry retreats, and small private gatherings in a controlled and low-impact environment.

The property operates under a **single-group occupancy model**, meaning only one reservation group occupies the property at any given time.

- Maximum overnight occupancy: **27 guests**
- Maximum requested total attendance: **80 persons (including invited attendees)**

Any gathering activity associated with overnight accommodations is **limited, structured, invitation-only**, and generally confined to **one designated day during a multi-day stay**.

This request is not intended to create an unrestricted commercial event venue or public party destination. Rather, it formalizes and regulates the type of professionally managed, lodging-centered gatherings already occurring at the property on a smaller basis.

Ark on Lake Lanier operates with extensive controls to ensure compatibility with the surrounding residential area, including:

- Active on-site management oversight
- Guest pre-screening procedures
- Signed rental agreements
- Strict occupancy, parking, and noise enforcement
- Arrival orientation and guest acknowledgement
- Quiet hours and operational guidelines
- Immediate response protocols for concerns

A dedicated property management team (Jackie Page and Ken Scoby) reside directly across from the property at 6255 Old Dawsonville Road and provides continuous oversight during occupancy periods.

This request aligns with the intent of the **Hall County Unified Development Code** by establishing a controlled, low-impact, reservation-based assembly use with clearly defined operational limits, on-site parking, and compatibility with surrounding residential properties.

OVERVIEW OF USE

Ark on Lake Lanier is a **private, reservation-only property** requesting approval to operate as an event venue with integrated lodging for structured, low-impact gatherings.

The property accommodates **one group at a time** under a single booking agreement with a designated responsible party.

Primary uses include:

- Family reunions and milestone gatherings
- Corporate retreats and executive off-sites
- Lodging associated with nearby weddings
- Nonprofit, ministry, and faith-based retreats
- Leadership, mentoring, and educational retreats

All gatherings are:

- Private and invitation-only

- Pre-scheduled and contract-based
- Coordinated in advance

There is **no public access, public admission, or walk-in attendance**.

Amenities include access to the lake, dock, kayaks and paddleboards, pool, hot tub, Sports Court, huge fire pit, movie theater all on 5 acres of land (including Corps property). Sonos sound system is available indoor and outdoor and is controlled and regulated for volume control as to not disturb neighbors.

HOURS OF OPERATION

- **Days:** Seven (7) days per week on a reservation-only basis, with limited frequency of structured gathering activity
- **Outdoor Activity Hours:** 8:00 AM – 10:00 PM
- **Quiet Hours:** 10:00 PM – 8:00 AM

Indoor activities may continue in a controlled manner after quiet hours begin.

Outdoor activity is monitored, controlled and limited to the property.

OCCUPANCY & GATHERING CHARACTERISTICS

- Maximum overnight occupancy: **27 guests**
- Maximum requested total attendance: **80 persons**
- Single-group occupancy only (no overlapping reservations)

Gatherings:

- Are private and invitation-only
- Occur as part of multi-day stays (typically 3–14 nights)
- Are generally limited to **one structured gathering day**

No:

- Public events
- Ticketed events
- High-turnover rentals
- Continuous or recurring daily event activity

All gathering activity remains **subordinate to the primary lodging use**.

PARKING & ACCESS MANAGEMENT

- All parking is accommodated **on-site in designated areas**
- No street parking or encroachment onto neighboring properties is permitted
- Guests receive pre-arrival instructions regarding parking, property access and operational guidelines

Additional parking for approved gathering activity is requested for very infrequent use at:
6255 Old Dawsonville Road (owner-controlled property)

ARRIVAL ORIENTATION & GUEST ACKNOWLEDGEMENT

Upon arrival, guests receive an orientation covering:

- Hall County noise ordinance
- Parking procedures
- Property boundaries
- Approved use areas
- Quiet hours
- Safety and emergency procedures
- Property rules and operational guidelines

MANAGEMENT & OPERATIONAL CONTROLS

The property is professionally managed with:

- Reservation vetting procedures
- Signed agreements
- Designated responsible party
- Strict rule enforcement
- Active oversight during occupancy
- Outdoor camera systems and noise monitoring systems
- Immediate response protocols for operational concerns

EVENT MANAGEMENT & SECURITY

Approved gatherings include:

- On-site management oversight
- Additional operational staffing if needed
- Active monitoring during events
- Property supervision and monitoring

ON-SITE MANAGEMENT & MONITORING

The property is equipped with exterior security cameras used for:

- Safety
- Parking management
- Operational oversight

Management personnel reside at **6255 Old Dawsonville Road** and provide:

- Continuous oversight
- Real-time monitoring
- Immediate response capability
- Guest support

This operational structure has proven beneficial by reducing noncompliance issues, minimizing unauthorized activity, parking assistance and promoting adherence to community standards

---

NEIGHBOR RELATIONS & COMMUNITY COMPATIBILITY

Ark on Lake Lanier prioritizes strong relationships with neighboring properties and the local community.

Measures include:

- Centralized activity areas
- Natural buffers and screening
- No event activity near property boundaries
- Inward-directed lighting
- Secure trash management

All structured gathering activity is confined to central areas of the property and does not occur near adjoining property lines. Dock has also been moved over as far as the Corps allows and an 8 foot fence put up with noise cancelling technology to help buffer from neighbors properties.

IDEAL GUEST PROFILE & APPROVED USES

Ark on Lake Lanier is a professionally managed, **private lodging-based retreat property** designed to accommodate meaningful group gatherings, leadership retreats, family connections, ministry programs, and corporate fellowship in a controlled environment.

PREFERRED GUEST TYPES

The property is not intended for use as an unrestricted commercial event venue or public party destination. **Unauthorized parties** and social events lacking a primary overnight lodging component are strictly prohibited.

The Ark supports **limited, structured gatherings** directly associated with overnight accommodations, where invited attendees may occasionally exceed the overnight limit of twenty-seven (27) registered guests.

Any approved gathering activity is generally confined to **one designated day** during a multi-day stay and does not involve recurring public attendance or continuous event-based traffic.

CORPORATE & BUSINESS RETREATS

Example Scenario:

A corporate leadership retreat with approximately eighteen (18) executives staying for a multi-night session. During one scheduled day, sponsors or strategic partners may be invited for a dinner, planning workshop, or fundraising presentation associated with the retreat.

Additionally, business groups may utilize the property for team development while dedicating one day to **family fellowship** and the recreational enjoyment of on-site amenities with invited family members.

MINISTRY & CHURCH RETREATS

Example Scenario:

A ministry leadership retreat involving approximately twenty-five (25) clergy or staff members focused on spiritual development. During one designated day, ministry volunteers or congregational representatives may attend a coordinated workshop or fellowship dinner.

COMMUNITY ORGANIZATIONS

Example Scenario:

A nonprofit or mentorship organization utilizing the property for an annual retreat with twelve (12) to thirteen (13) overnight guests. One day may include a **structured networking or recruitment gathering** for mentors, donors, or prospective participants.

FAMILY GATHERINGS & REUNIONS

Example Scenario:

A multi-generational family reunion with twenty-seven (27) overnight guests staying for several nights. A limited number of local family members may be invited for a **scheduled celebration** or outdoor dinner during one portion of the stay.

SMALL WEDDINGS & CELEBRATIONS

Example Scenario:

A small private celebration where approximately twenty (20) guests reside on-site, while additional invited attendees participate in a **structured ceremony or reception dinner** on one designated day during the reservation.

PURPOSE OF THESE EXAMPLES

These use cases demonstrate the type of **lodging-centered, purpose-driven gatherings** that are compatible with the property's operational controls and community standards.

Typical use cases include:

- Corporate leadership retreats
- Ministry and church retreats
- Nonprofit programs
- Family reunions
- Small private celebrations

These uses are:

- Structured
- Purpose-driven
- Lodging-centered

COMMUNITY IMPACT & PURPOSE

The ark has become a gathering place for organizations, ministries, families and leadership groups seeking rest, healing, mentorship, encouragement, fellowship and meaningful connection in a peaceful environment. The Ark serves as a retreat space for:

- Leadership development
- Family connection
- Mentorship
- Rest and relaxation
- Faith-based programs

Approval allows these groups to continue gathering in a structured, controlled environment.

SUPPORTING ATTACHMENTS

- Owner’s Comments
- Property Manager Notes
- Good Neighbor Policy
- Pictorial Site Plan (labeled)

- Statement of Hardship- Parking Variance Request
- Septic Layout and Overview
- Pictorial Overview of Area requested for Parking Variance
- Pictures
- Please refer to the website arkonlakelanier.com for additional information, pictures and videos

Owner's comments:

The Ark is the perfect place to gather family and friends for a reunion with low key cookouts, hangouts, playing and relaxing. But what I am most excited about is how the Ark has been used (and could be used even more) for non profits, churches and other groups that are making a huge difference in this world, bringing rest and hope to many people and needing a venue where grieving is ok and where healing can happen.

Daniel Brooker lost his wife a decade ago and now spends his time running Refuge Widowers non profit. Twice a year, he brings 25 widowers to the Ark and they spend their time healing, hoping, resting and gathering to listen to teaching, encourage each other and hang out around the campfire. This would enable these widowers to bring their kids up for the day as part of their retreat.

Julie Cordry runs a ministry called Prodigal Child Ministries and ministers to parents who have a drug addicted or alcoholic child. 12 couples gather a weekend a year for teaching, counseling and gathering together to share their hurts and encourage each other. This would enable her to invite her alumni in the program to come and join them on the final day for a celebration of hope.

Josh Turner runs Ten10 Project, and ministers to fifteen pastors on a year long discipleship program. They bring them to the Ark twice a year to get to know each other, have some fun and share accountability and teaching, to encourage each other to go back and lead their churches better. This would enable these pastors to bring their wives/children to be together as well.

Felicia Hunter with Teach One to Lead One brings 25 of their leaders and mentors together once a year in February to encourage and equip them to be able to reach their students more effectively. They are growing and would like to invite more of the student mentors to join them.

Gloria Diaz is bringing a group from all around the world to mourn and have a celebration in honor of her son who passed away doing his duty as a student traffic guard protecting children. I am welcoming them to the Ark to honor this fallen hero. This would enable her to bring all of her loved ones to be together.

One of my neighbors asked if her daughter could get married at the Ark this year, with a maximum of 80 people, as she grew up in the area and would love to gather for a small wedding on the lake, just down the street from her house. We had to decline this due to county regulations, but would love to enable her to have a small, quiet ceremony at the Ark and enjoy her family.

Having the Ark become an event venue with lodging would allow us to better serve the community and allow families to join the other participants that are experiencing healing and hope at the Ark. In addition, many families that have come to the Ark for years have grown and need more capacity, and getting other nearby houses/STRs/hotels and joining the family at the Ark during the day would be ideal.

Property Manager Notes:

EVENT GUEST ELIGIBILITY & PRE-SCREENING GUIDELINES
Ark on Lake Lanier

To help preserve the integrity of the property, maintain neighborhood compatibility, and promote a safe and enjoyable guest experience, Ark on Lake Lanier implements a guest pre-screening and eligibility review process for all approved gatherings and extended guest activities.

The Ark on Lake Lanier is a private overnight accommodation property designed primarily for lodging-based group stays. Any additional gatherings, celebrations, meetings, receptions, or invited guest activities associated with a reservation are subject to prior approval and review.

RESERVATION ELIGIBILITY

- All reservations are subject to guest and group pre-screening prior to approval.
- The primary renter must be at least 25 years of age and remain on-site during the reservation period.
- Events or gatherings are limited to registered guests and approved invited attendees associated with an overnight accommodation reservation.
- Total attendance for approved gatherings shall not exceed 80 persons, including overnight guests and invited visitors.
- Guest groups will be required to provide details regarding the nature of their stay, anticipated guest counts, schedules, vendors, and planned activities prior to approval.
- The Ark reserves the right to conduct background and/or identity verification screening when deemed necessary for the safety and protection of the property, guests, neighbors, and surrounding community.

ARRIVAL ORIENTATION & GUEST ACKNOWLEDGEMENT

- Upon arrival and check-in, guests shall participate in a property orientation conducted by the Property Manager or authorized on-site representative.
- The orientation will review property guidelines, Hall County noise ordinances, parking regulations, emergency safety procedures, occupancy expectations, and community standards applicable during the stay.

- Guests will be informed of designated property boundaries, approved recreational areas, lake access areas, docks, and authorized parking locations to help prevent trespassing onto neighboring properties or unauthorized areas.
- Parking on public streets or non-designated areas is strictly prohibited. Vehicles must remain within approved parking areas designated by the property.
- Guests will receive instructions regarding quiet hours, safety procedures, emergency contact information, and operational guidelines related to the property and surrounding residential community.
- The primary renter and/or designated group representative shall acknowledge receipt and understanding of the property guidelines and procedures during the check-in orientation process.

EVENT MANAGEMENT & SECURITY

- Approved gatherings shall require an additional event fee, which will include on-site event management oversight and security supervision during the reservation period.
- An on-site event manager and additional security supervision personnel shall conduct regular property rounds to help ensure compliance with Hall County noise ordinances, occupancy guidelines, property policies, and the continued safety and well-being of guests, staff, neighboring residents, and the surrounding community.
- All gatherings must comply with Hall County noise ordinances, occupancy requirements, safety guidelines, and property policies.

PROHIBITED ACTIVITIES

- Activities that may create excessive noise, disruption, unsafe conditions, unauthorized commercial use, or neighborhood disturbance are prohibited.

ENFORCEMENT & COMPLIANCE

- Any violation of property policies, occupancy limits, noise ordinances, safety requirements, or event guidelines may result in immediate removal or eviction from the property without refund.

- Failure to comply with property policies or directions provided by on-site management or security personnel may result in termination of the reservation and forfeiture of applicable deposits and fees.
- The Ark on Lake Lanier reserves the right to deny, cancel, or terminate reservations that do not align with property policies, safety standards, or community compatibility expectations.

PURPOSE OF THESE GUIDELINES

These procedures are intended to help ensure that the Ark remains a well-managed, high-quality lodging destination for families, corporate groups, retreats, and approved private gatherings while maintaining respect for the surrounding residential community.

ON-SITE MANAGEMENT, SECURITY MONITORING & COMMUNITY RELATIONS

Ark on Lake Lanier operates under continuous on-site management oversight and active property monitoring designed to promote guest safety, neighborhood compatibility, operational compliance, and responsible property use.

The property is equipped with advanced exterior security camera systems positioned throughout the perimeter and common exterior areas of the property for safety, security, operational oversight, and compliance monitoring purposes.

In addition to electronic monitoring systems, the Ark maintains an active on-site management presence during guest occupancy periods.

A two-member property management team associated with the property resides at 6255 Old Dawsonville Road, located directly across from the Ark property. Management personnel remain available throughout guest stays and also provide operational oversight during any approved gathering activity associated with overnight accommodations.

The management office location provides direct visual oversight of the property entrance, surrounding roadway access, parking activity, and exterior property operations. Additional monitoring screens and real-time camera viewing systems are maintained within the management office for continuous operational review and response capability.

Management personnel routinely:

- Conduct property walkthroughs and perimeter checks during occupancy periods

- Assist guests with operational questions, parking guidance, and property orientation
- Monitor compliance with Hall County noise ordinances and property guidelines
- Help ensure vehicles remain within designated parking areas and not on public streets
- Provide guest support and emergency response coordination when necessary
- Monitor guest arrival and departure activity
- Observe traffic flow and operational activity associated with the property

This operational structure has proven beneficial over time by significantly reducing noncompliance issues, minimizing unauthorized activity, assisting with parking control, promoting adherence to community standards, and improving communication between guests, management, and neighboring residents.

Good Neighbor Policy

Ark on Lake Lanier is committed to being a respectful and low-impact presence within the surrounding community. The property is operated with clear policies and active management to ensure compatibility with neighboring homes and the natural environment.

Key Commitments

1. Single-Group, Private Use Only
The property is rented to one group at a time under a single agreement. There are no overlapping bookings, public events, or outside attendees beyond the approved guest count.

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2. Quiet Hours & Noise Control

- Outdoor quiet hours are strictly enforced from **10:00 PM to 8:00 AM**
- Outdoor areas are monitored and measured
- Guests making prohibitively loud noises and/or bothering neighbors will be warned and removed from the property to protect neighbors peace. This has happened before on two different occasions many years ago.

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3. Occupancy Limits

- Maximum occupancy limits are clearly defined and enforced
- All guests must be registered under a single booking
- Events are private and invitation-only by the renter of the property

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4. Parking & Traffic Management

- All vehicles are accommodated **on-site in designated areas**
- No street parking or encroachment on neighboring properties
- Guests receive pre-arrival instructions to ensure organized arrival and departure, as well as an onsite orientation to go over the rules and instructions for the property

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5. Active Property Management

- A designated responsible party is required for each booking

- Property management lives across the street and is available to respond to any concerns. All neighbors have owner's and property manager's phone numbers and are encouraged to call for any issues or concerns.
- House rules are clearly communicated and enforced

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6. Respect for Property Boundaries

- Event activities are limited to designated areas of the property
- Buffer zones and natural screening are maintained along property lines
- No event activity is permitted near neighboring boundaries
- 8 foot privacy fence with sound proofing materials installed years ago at owners expense
- Dock moved away from neighbors as far as allowed by Corps of Engineers
- Recent Sports Court build out installed as far away from neighbors as possible

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7. Environmental & Community Consideration

- Outdoor lighting is directed inward to minimize spillover
- Trash is securely managed and promptly removed
- The property is maintained to a high standard above and beyond what is normal for the neighborhood

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Ongoing Commitment

Ark on Lake Lanier is operated with the understanding that long-term success depends on maintaining a positive relationship with neighbors and the broader community. Management is committed to continuous oversight, clear communication, and immediate response to any issues that may arise.

Statement of Hardship – Parking Variance Request

Ark on Lake Lanier – 6250 Old Dawsonville Road, Gainesville, GA (overflow parking at 6255 Old Dawsonville Road)

Ark on Lake Lanier is a large-lot, lakefront property designed to accommodate private, reservation-only group lodging. The need for a parking variance would arise as anticipated only on an infrequent basis—typically once or twice per month—during approved, structured gatherings associated with overnight stays.

A primary hardship associated with this property is the installation of two state-of-the-art septic systems, strategically located on either side of the residence to maximize system performance and environmental protection. Due to health and safety regulations, as well as long-term system integrity requirements, these septic areas cannot support vehicle traffic or be used for parking. As a result, significant portions of otherwise usable land are restricted from vehicle use.

In addition to these constraints, the property is subject to typical lakefront limitations, including sloping topography, tree preservation considerations, and proximity to Lake Lanier. These combined conditions limit the ability to expand traditional paved parking areas. As a result, parking has been thoughtfully designed using gravel surfaces and dispersed areas that work within the existing landscape.

Currently, the property accommodates approximately 25–40 vehicles on-site through designated gravel parking areas located on either side of the residence. The main circular driveway is intentionally kept clear, with a limit of four vehicles at any time, to ensure continuous access for emergency vehicles and to allow safe drop-off for elderly or mobility-limited guests. **At no time is on-street parking permitted or utilized.**

In addition, the owner controls a separate parcel directly across the street, consisting of over an acre of flat, open land. This area can be utilized as overflow parking when needed and provides a safe, well-lit, and easily walkable option for guests. During larger gatherings, parking attendants are present to direct vehicles, ensuring that all parking remains organized, off-road, and respectful of neighboring properties.

The placement and required protection of the septic systems, combined with the lakefront setting, significantly limit where parking can be located.

The requested variance will not create any detriment to public safety or the surrounding community. To the contrary, the current approach enhances safety by preventing roadside parking, maintaining emergency access, and providing managed, off-street parking solutions. The request does not seek to expand use intensity, but rather to accommodate occasional peak demand in a controlled and limited manner.

The hardship is not self-created, but instead results from the inherent physical characteristics of the property. Granting this variance will allow the property to continue operating safely, responsibly, and in harmony with its surroundings.

Site Plan
8 foot fence with soundproofing material
Corps Property
6270
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Sports Court
Great Room
Screen Porch
Farthest area from neighbors
8 foot fence with soundproofing materials
6250
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
1

Overview of Ark requested area for parking variance

Outlook

The Ark - SU Event Center Application

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 7/6/2026 1:51 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jeff Hylton <jeff@arkonlakelanier.com>
Sent: Thursday, July 2, 2026 4:16 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Re: The Ark - SU Event Center Application

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,

Your comments on my presentation to include description, etc is all in what I filed and sent to Lynn a couple weeks back. Are you saying these things are missing? Or that I need to present them verbally as well during the meeting? Or that you would like me to summarize these things in an email to you here?

I am aware the pedestrian crossing improvements will be requested and completed at my expense. As we discussed, I'd also love to see the crossing work as a speed bump of some sort if that can be worked into the equation. The trucks and traffic that come by the Ark on the way to the end of the street are ridiculously fast at times and need to be slowed down.

As discussed, I'll have septic information with me at the meeting if needed.

As to the assemblage modification, I'm happy to have all assembly for the event facility to be conducted outdoors or in a tent permitted by the fire marshall until official plans for assembly in the main house are submitted and approved by fire marshall. The pool house does have a bathroom that is able to be used without having to go indoors.

We have already started working on the modifications requested by building inspection and fire marshals.

Circulation plans: I'm attaching pictures and site plan showing the parking.

For additional reference, #1 shows where you enter the driveway to drop off luggage, supplies or people. The sign there says "after unloading your vehicle in the circle drive, please park in the lower lot.

AFTER UNLOADING
YOUR VEHICLE
IN THE CIRCLE DRIVE
PLEASE PARK
IN THE
LOWER LOT

The exit to the circle drive is sign #2 that says Please Park in the Lower Lot.

PLEASE
PARK
IN THE
LOWER
LOT
ARK
at LAKE LANIER

#3 is the entrance to the main parking circle drive that says "Entrance lower level parking".

#4 is the exit to the lower circle driveway parking that says Exit Lower Lot Parking.

EXIT
LOWER LOT
PARKING
ARK
LAKE LANIER

And finally #5 is in the upper lot when the lower lot is full that says Overflow Parking.

Our parking and circulation plan works really well as does the signage. If you have other ideas, happy to take those into consideration as well.

Since we can park around 40 cars, we definitely need the overflow parking once or twice a month at most. The additional guests that might come for a day event typically arrive 1-2 to a vehicle. I wish they all came 4 to a vehicle but it just doesn't happen. So the ability to have the across the street is vital for sure.

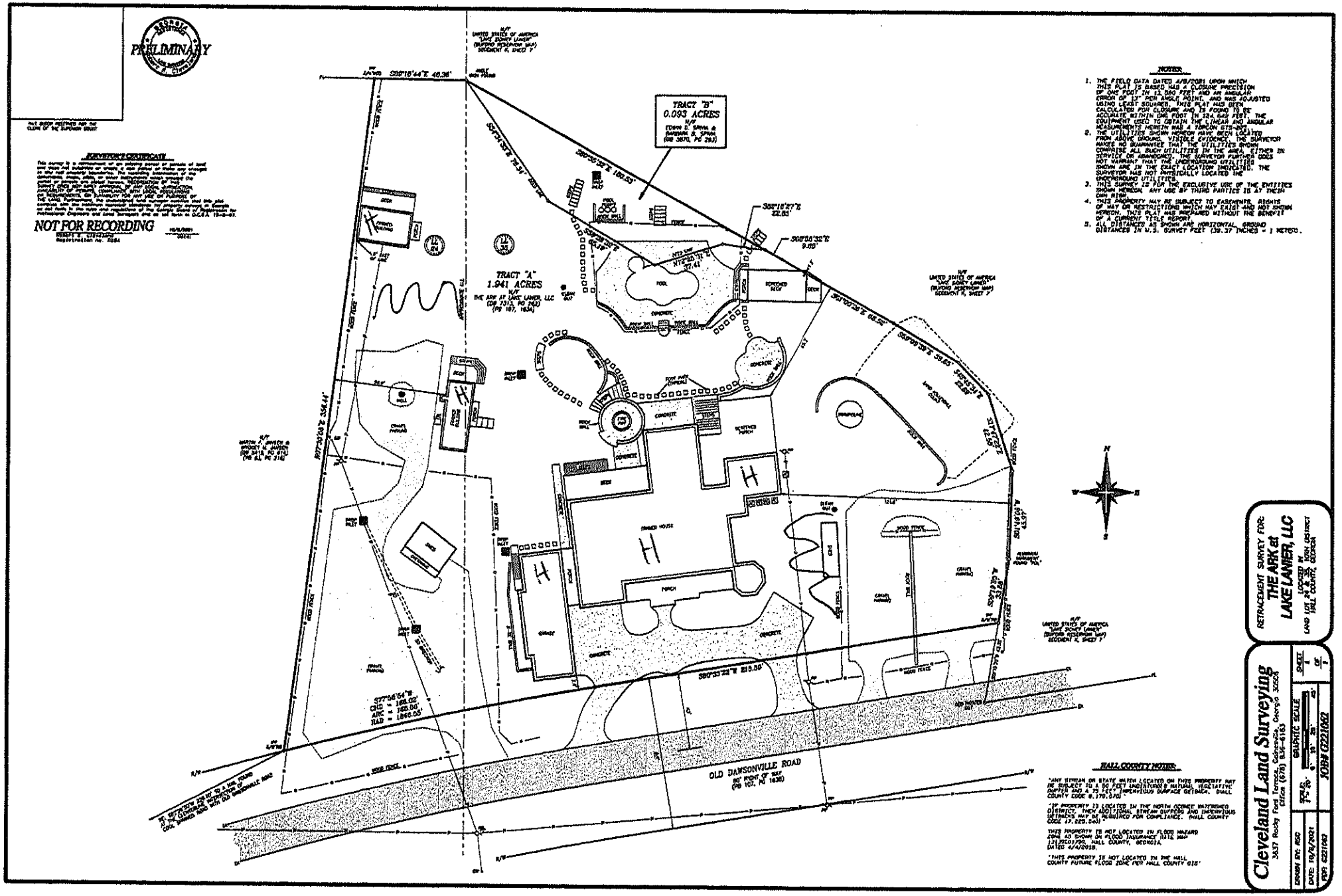
Let me know if this is what you need and what more I can provide. Sorry for the rudimentary drawing. As you can tell, that's not what I do very well!

Jeff Hylton
ArkonLakeLanier.com
470-600-8442

May 8, 2026

Site Plan
8 foot fence with soundproofing material
Corps Property
Barn Cabin Sleeps 7
Outdoor Common Areas
Honeymoon Cabin- Sleeps 5
Great-Room
Screen Porch
Sports Court
Farthest area from neighbors
8 foot fence with soundproofing materials
Main House Sleeps 15
Parking for 25 cars
Extra Parking for 15-20 cars
Old Dawsonville Rd
1

Overview of Ark requested area for parking variance


PRELIMINARY
NOT FOR RECORDING
SURVEYOR'S CERTIFICATE
NOTES
1. THE FIELD DATA DATED 4/8/2021 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 13,980 FEET AND AN ANGULAR ERROR OF 13" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 124,660 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-602.
2. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND NOT SHOWN HEREON. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
5. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
TRACT "B"
0.093 ACRES
N/F
EDWIN E. ERWIN & BARBARA B. ERWIN
(DB 3870, PG 293)
TRACT "A"
1.941 ACRES
N/F
THE ARK AT LAKE LANIER, LLC
(DB 7313, PG 293)
(PB 107, 163A)
N/F
UNITED STATES OF AMERICA
LAKE SIDNEY LANIER
(BUFORD RESERVOIR MAP)
SECTION 6, SHEET 7
OLD DAWSONVILLE ROAD
80' RIGHT OF WAY
(PB 107, PG 163D)
HALL COUNTY NOTES:
"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FOOT UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FOOT IMPERVIOUS SURFACE SETBACK." (HALL COUNTY CODE 8.170.210)
"IF PROPERTY IS LOCATED IN THE NORTH GEORGIA MOUNTAINS DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE." (HALL COUNTY CODE 17.220.040)
"THIS PROPERTY IS NOT LOCATED IN FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP 13139C0170D, HALL COUNTY, GEORGIA, DATED 4/4/2018.
"THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS."
RETRACEMENT SURVEY FOR:
THE ARK at LAKE LANIER, LLC
LOCATED IN 1ST DISTRICT
LAND LOT 6, 1ST SECTION
HALL COUNTY, GEORGIA
Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 936-6163
DRAWN BY: RSC
DATE: 10/8/2021
SCALE: 1"=30'
GRAPHIC SCALE
SHEET 1 OF 1
JOB NO 2021040
REF: 6221040

H-298

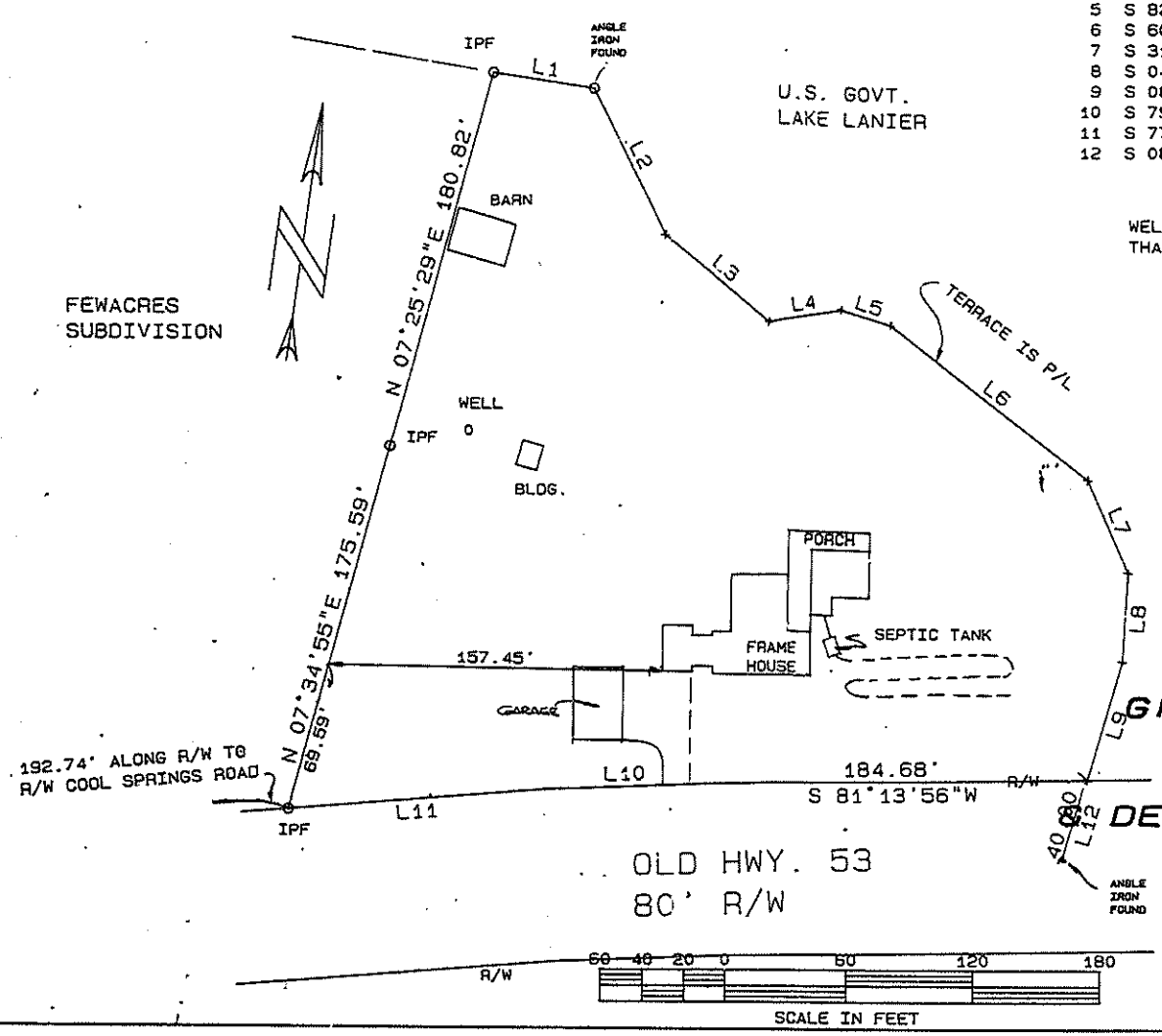
1.95 ACRES

TO WHOM IT MAY CONCERN:
THIS IS TO CERTIFY THAT THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA.
EQUIPMENT USED TOPCON EDM GTS 2.

LINE	BEARING	DISTANCE
1	S 89°16'00"E	48.36
2	S 34°34'33"E	76.34
3	S 59°28'32"E	65.19
4	N 72°25'31"E	37.41
5	S 82°18'27"E	24.83
6	S 60°12'06"E	117.75
7	S 31°53'39"E	46.97
8	S 04°16'33"E	41.54
9	S 08°45'25"W	57.41
10	S 79°47'37"W	76.23
11	S 77°22'34"W	121.38
12	S 08°45'25"W	40.00

WELL AND SEPTIC TANK ARE MORE THAN 50' APART.

Georgia, Hall County, Clerk Superior Court
Filed in office this 9th day of January
19 92 at 1633
Page Book 163
DWIGHT S. WOOD, Clerk



RECORDING PERMIT
By Vera Cape 1/9/92
HALL COUNTY PLANNING COMMISSION

GEORGIA REGISTERED No. 1182 LAND SURVEYOR HENRY GRADY JARRARD

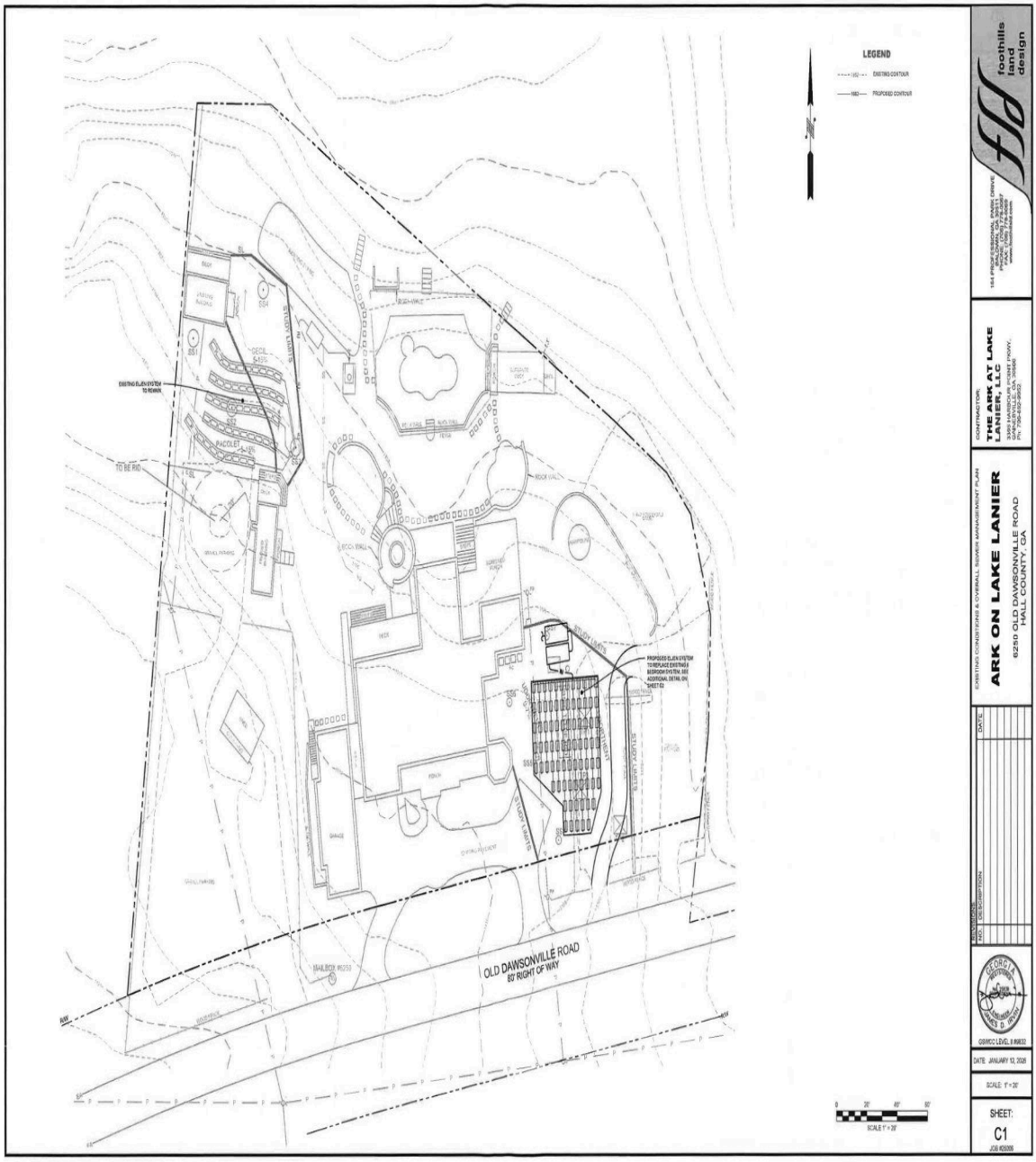
PLAT FOR
GRAY D. & ROSELINDE B. HICKMAN

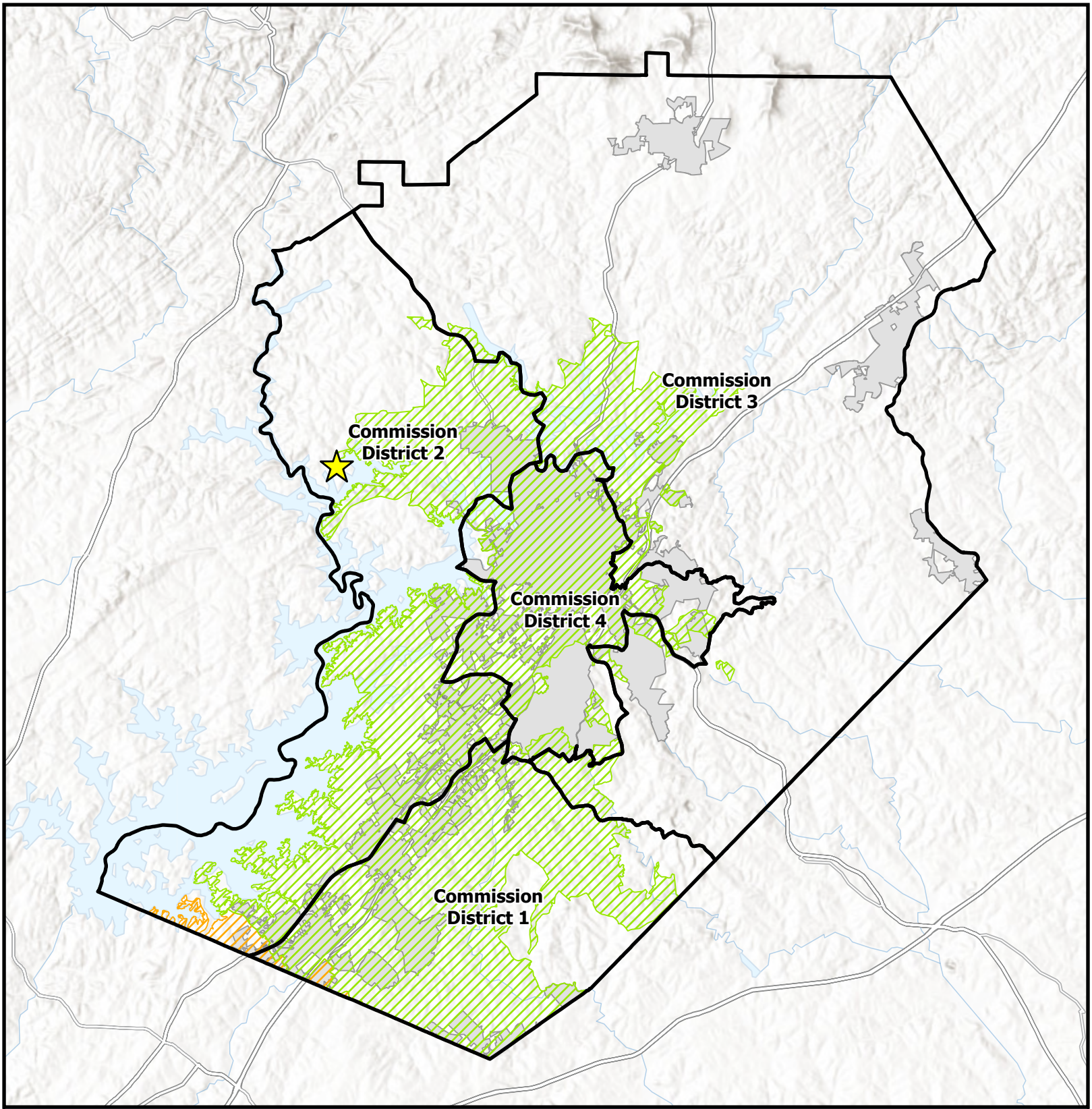
DECATUR FEDERAL SAVINGS LOAN ASSOC.
LAND LOTS 24 & 35 DISTRICT 10
HALL COUNTY GEORGIA
SCALE: 1"=60'
DEC-23-1991

JOB: 62587

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=107&key2=163B&county=69&countyname=HALL&userid=891638&appid=28

Septic Layout and Overview At Ark





Overview Map

Subject Area
Commision Districts
City Limits

Urbanized Zone Areas

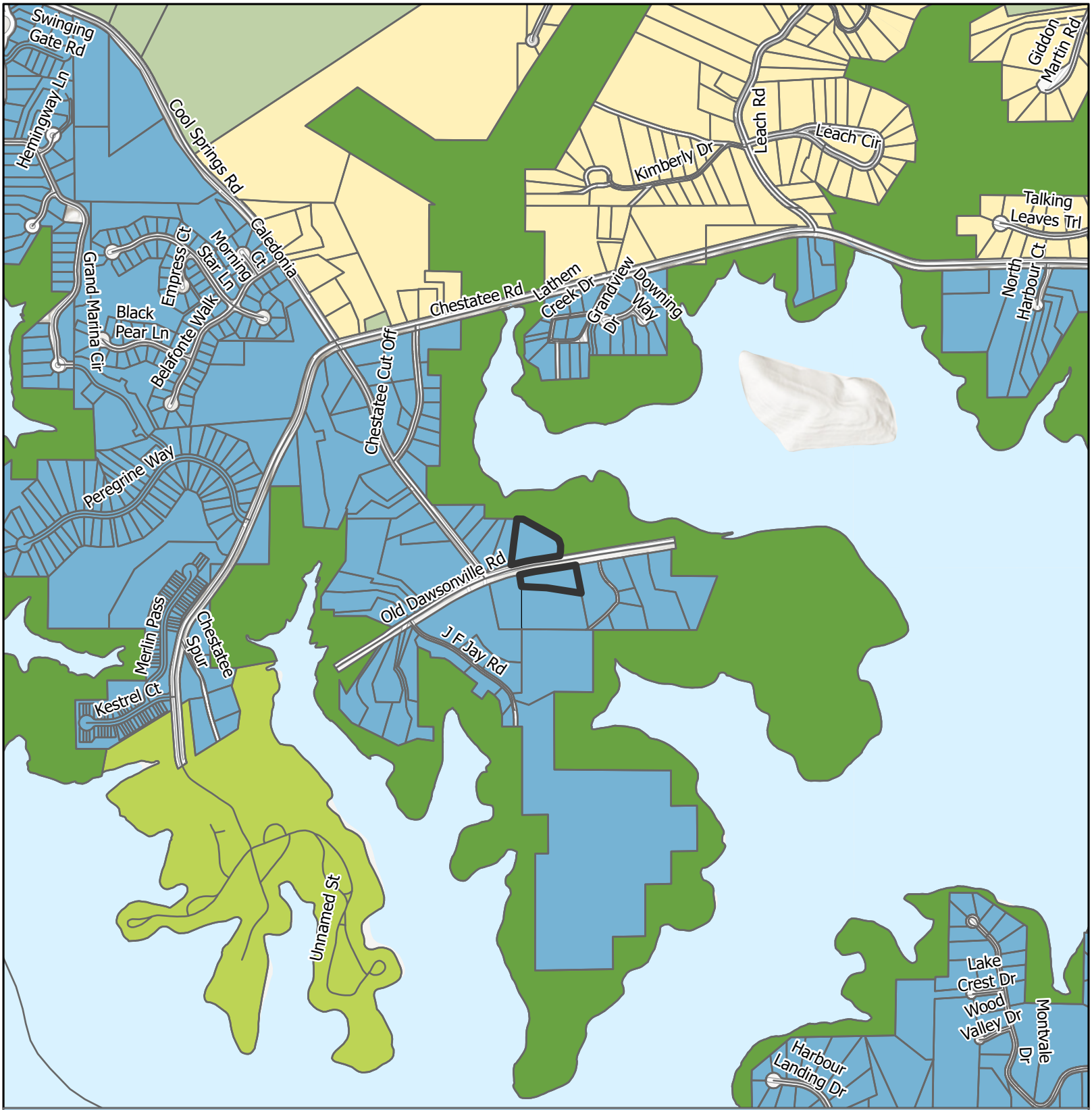
Atlanta, GA
Gainesville, GA

Subject Area Location

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Greenspace - Conservation
- Greenspace - Parks
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood

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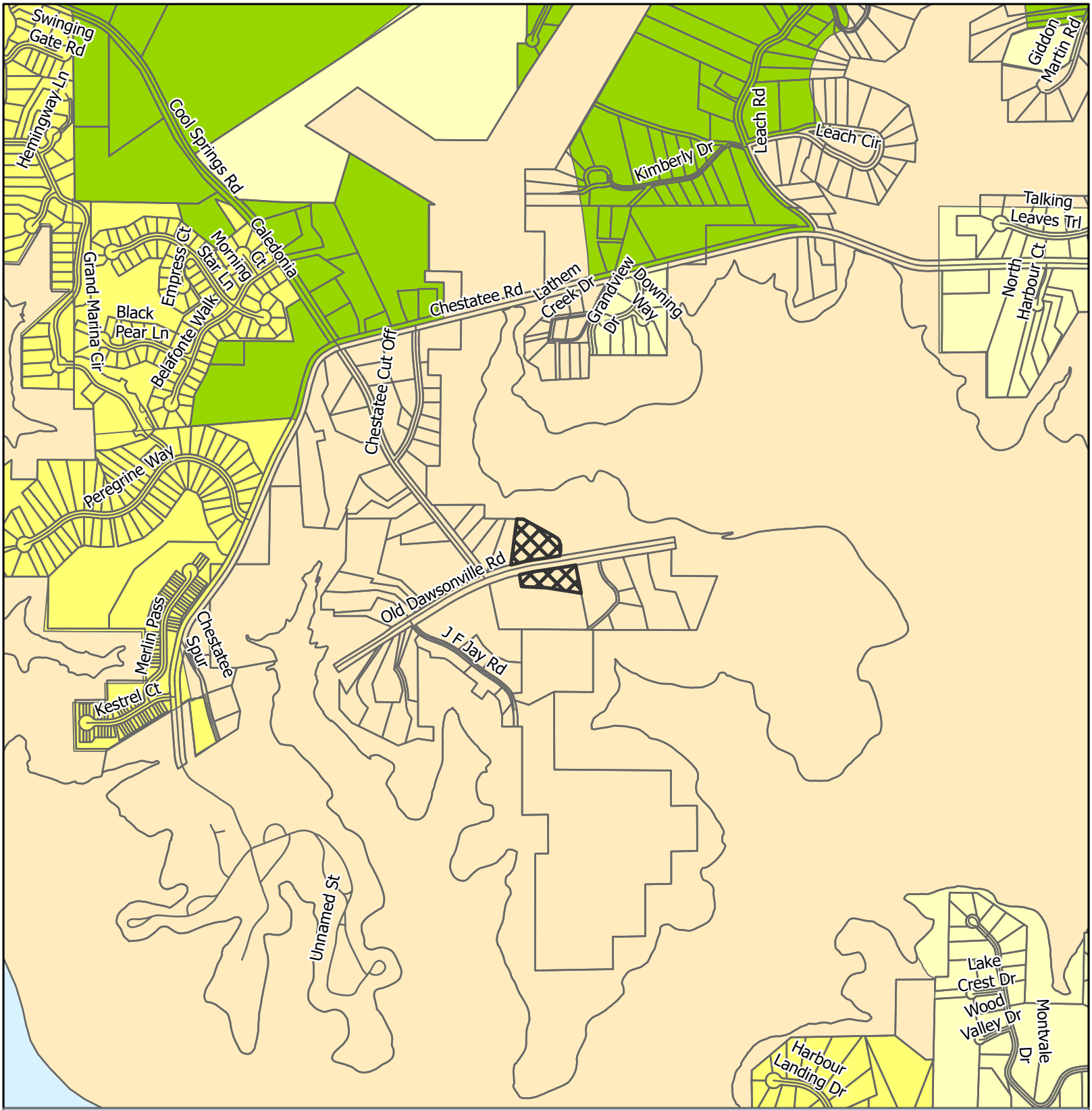

Zoning Map

Subject Area
City Limits

Zoning
- AR-1
- PRD
- R-1
- V-C

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HALL COUNTY
GEORGIA
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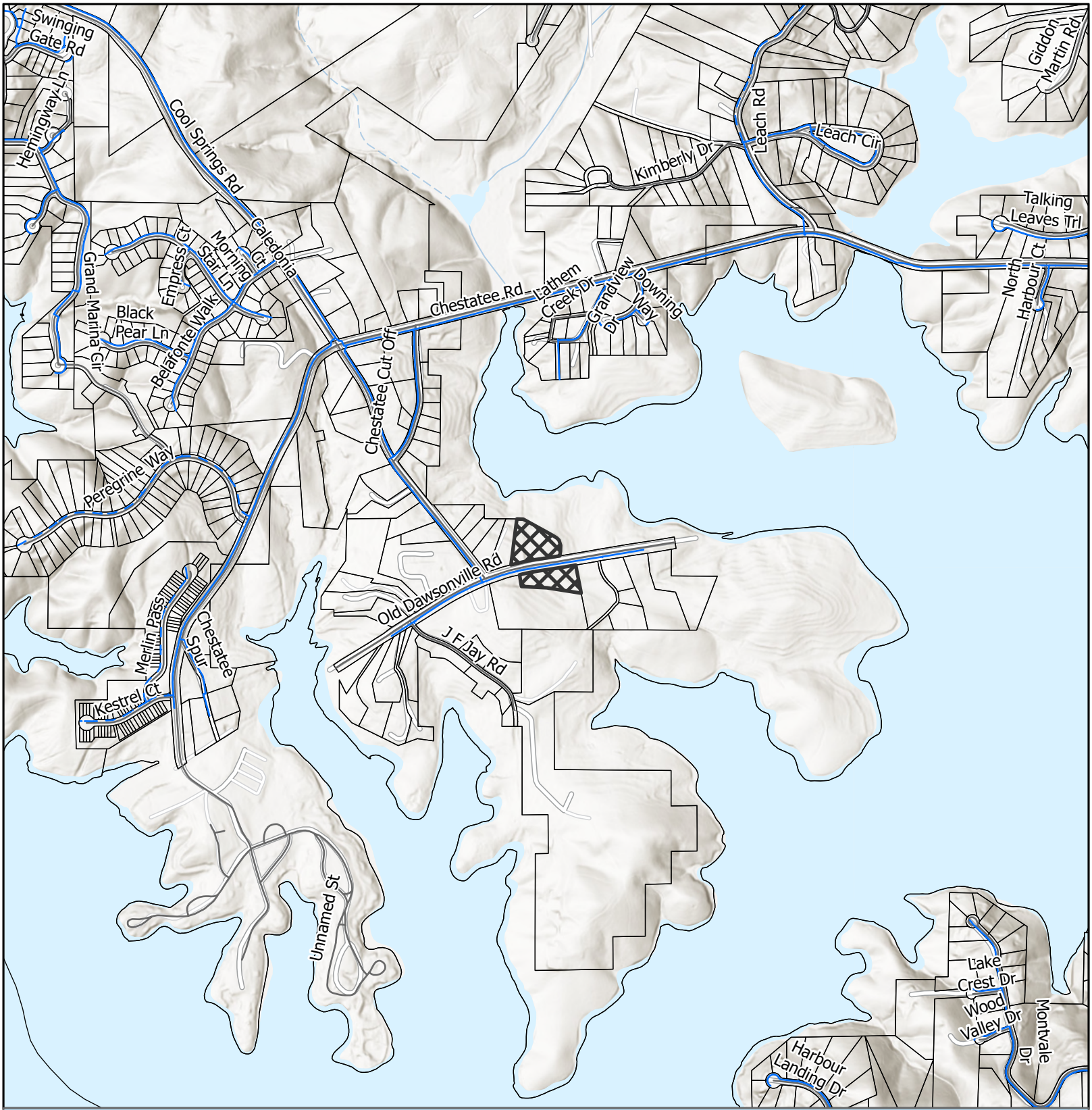

Utilities Map

- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
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Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/2/2026

Site Plan & Aerial Map

Subject Area
parcel

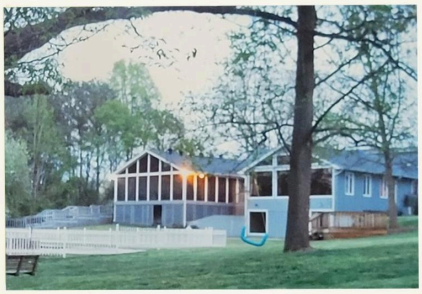
Applicant: The Ark at Lake Lanier, LLC c/o Jeff Hylton
Tax Parcel #: 10035 000006A & 10035 000008B
Location: 6250 & 6255 Old Dawsonville Road
Commission District 2

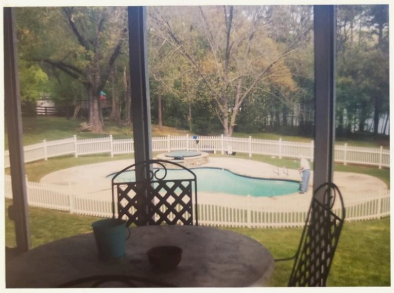
HALL COUNTY
GEORGIA
We have it all in Hall

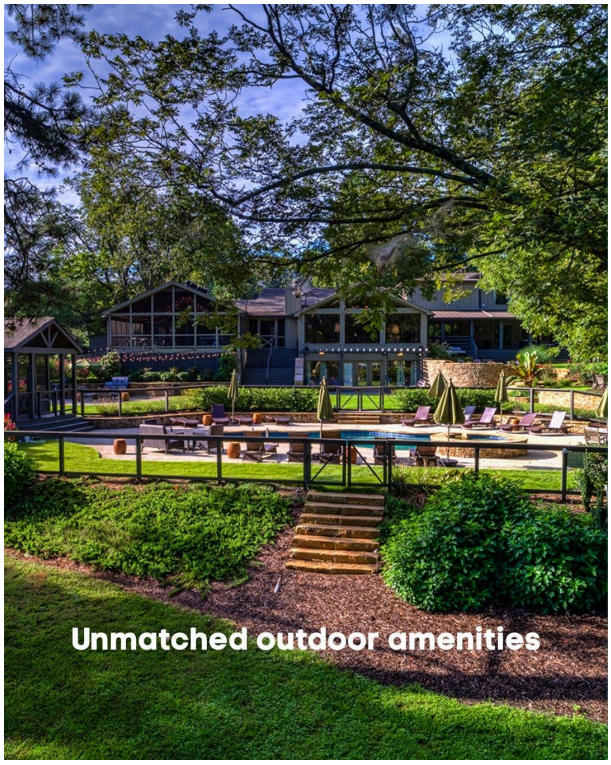
Date Prepared: 6/4/2026

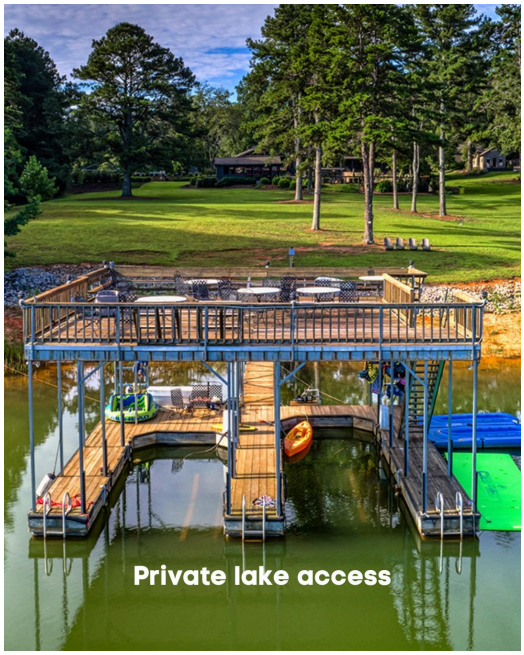
Curl up with a book here...

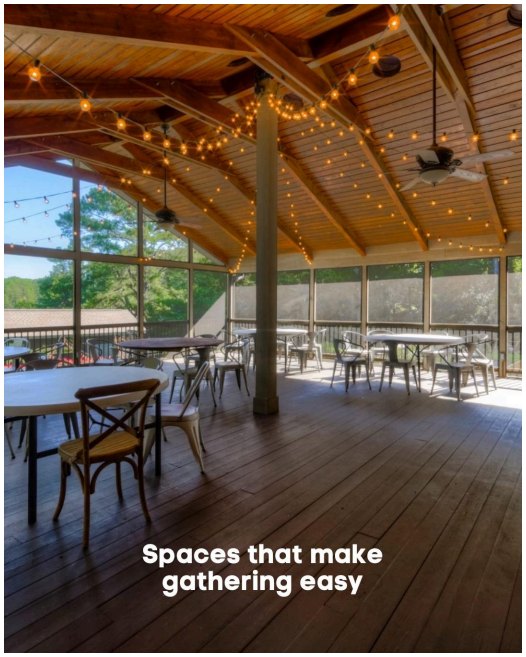
How it started vs. How it's going






Unmatched outdoor amenities


Private lake access


Spaces that make
gathering easy

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 1-23-14
Charles Baker
Superior Court Clerk
By JN

PT61 069- 2014 000 499

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 23 day of January
20 14 at 4:04 PM. Recorded in Deed
Book 7313 Page(s) 262-263
Charles Baker, Clerk By JN

001387

000262

Return to (2) James M Coyle
Stewart, Melvin & Frost, LLP
P O Box 3280
Gainesville, GA 30503

File: V

WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 16th day of January, 2014 between **Jeffrey C. Hylton and Alycea Y. Hylton** (hereinafter called "GRANTOR"), and **The Ark at Lake Lanier, LLC**, a Georgia limited liability company (hereinafter called "GRANTEE"),

WITNESSETH: That the said **GRANTORS**, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ($10.00) Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said **GRANTEE** the following described property, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

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

AND THE SAID GRANTORS 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

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

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(NOTARY SEAL)

SCOTT A. BALL NOTARY PUBLIC COMMISSION EXPIRES December 1, 2017 HALL COUNTY, GA

(SEAL)
Jeffrey C. Hylton, Grantor

(SEAL)
Alycea Y. Hylton, Grantor

476824-1
499476 0

DEED PREPARATION ONLY

000263

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 24 and 35, 10th District, Hall County, Georgia, as shown on the Plat T for Gray D. Hickman and Roselinde B Hickman & Decatur Federal Savings & Loan Association by Henry Grady Jarad, Georgia Registered Land Surveyor, dated December 23, 1991, and recorded in Plat Slide 107, page 163-B, Hall County Records, said plat and the reference thereto being incorporated herein and made a part hereof; Being improved property known as 6250 Old Dawsonville Road, According to the present system of numbering houses in Hall County, Georgia.

This is the same property as is referenced in a Warranty Deed from Barbara B. Spivia and Edwin D Spivia to Jeffrey C. Hylton, dated December 21, 2006 and being recorded in Deed Book 5921, page 176 of the Hall County, Georgia Deed Records.

476824-1
59476 0

DEED PREPARATION ONLY

BK7725PG427

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 170.00
Date 6/29/16
Charles Baker
Superior Court Clerk
By ER
PT61 069-2016-004358

FILED
HALL CO., GA
16 JUN 29 AM 11:59
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY ER

013349

file

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 29th day of June, 2016, between

MICHAEL ALLEN SLAGEL AND MARIA CIELO SLAGEL (hereinafter referred to as "Grantor") and

IPH INVESTMENTS, LLC, a Georgia limited liability company, (hereinafter referred to as "Grantee")

(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

GRANTOR, in consideration of the sum of –TEN DOLLARS- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

All that tract or parcel of land lying and being in Land Lots 24 and 35 of the 10th Land District of Hall County, Georgia, containing 1.56 acres according to a plat prepared by Owen Patton, Registered Surveyor, dated June 10, 1975, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin on the southern right of way of Old Highway No 53, said iron pin being located 250 feet east of the centerline of Cool Springs Road as measured along the southern right of way of Old Highway No. 53; thence north 78° 41' east 129.89 feet along said right of way to a point; thence north 80° 24' east 309.62 feet along said right of way to an iron pin; thence south 10° 56' east 224.87 feet to an iron pin; thence north 81° 03' west 270.07 feet to a point; thence north 87° 02' west 194.03 feet to an iron pin; thence north 09° 09' west 92.70 feet to an iron pin on the southern right of way of Old Highway 53 at the point of beginning.

This being a part of the property described in a deed to J. W. Bramblett and Gwen Bramblett recorded in Deed Book 286, page 143, Hall County Deed Records; and the same property conveyed by Helen M. Rumsey to Maria Cielo Slagel and Michael Allen Slagel dated October 23, 1997, and recorded in Deed Book 3001, page 326, Hall County Deed Records.

BK7725PG428

This conveyance is subject to existing utility easements and road right of ways.

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

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

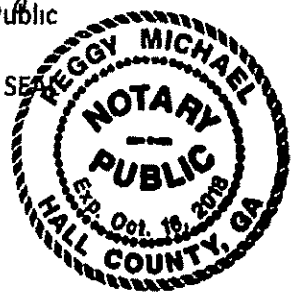
EXECUTED under seal as of the date above.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

NOTARY SEAL



Michael Allen Slagel (SEAL)
MICHAEL ALLEN SLAGEL

Maria Cielo Slagel (SEAL)
MARIA CIELO SLAGEL

GEORGIA DEPARTMENT OF PUBLIC HEALTH
District 2 Public Health

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: June 9, 2026

Subject: July 9, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are based upon information provided by the applicant and current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 1161 Candler Road, Carrol Daniel Construction: No comment. Public Sewer.

* 6249/0 Ben Parks Road, Jernigan/Dodd: No comment.

* 6250/6255 Old Dawsonville Hwy (A/B/C), The Ark at Lake Lanier, LLC: 6250 Old Dawsonville Hwy is served by two septic systems consisting of a 6 bedroom Eljen system and a 1 bedroom Eljen system. The total number of approved bedrooms for 6250 Old Dawsonville Hwy is 7 (seven) regardless of the design/capabilities of the septic systems installed. Property should be rented as a whole to one tenant/related party. Approval for Short Term Rental use/licensing to be determined by Hall County Community Development & Infrastructure. 6255 Old Dawsonville Hwy is served by a 2 bedroom septic system. Any proposed parking on this parcel must meet required setbacks to the existing septic system and not impact future repair area.

Outlook

RE: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Tue 6/9/2026 1:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Peevy, Jonathan <jpeevy@dot.ga.gov>; Dorminey, Madison N <mdorminey@dot.ga.gov>

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.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Tuesday, June 9, 2026 8:56 AM
To: Dykes, Jason <jdykes@dot.ga.gov>; Brent Cook (Engineering) <becook@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jerry Smith (Fire Services) <jesmith@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Karen Martinez (Public Works - Sewer) <kmartinez@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Kristie Turner (Development Services) <kturner@hallcounty.org>; Lauren Brandao (Engineering) <lbrandao@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Mandy Bolton (Building Inspection) <mbolton@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Scott Cone (Building Inspection) <scone@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>
Subject: Fw: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

As a reminder these comments are due tomorrow. Please let me know if you have any concerns with this deadline.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
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Please note: Hall County will be implementing our new NextRequest Open Records Request portal on July 1, 2026. Current ORR specific email addresses (such as orr_bocc@hallcounty.org, etc.) will be deactivated, and all requests will need to be submitted through the new portal (https://hallcountyga.nextrequest.com/).

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, May 29, 2026 5:00 PM
Subject: July 9, 2026 Board of Commissioners Planning Items Tentative Packets

The Tentative Planning Items for the June 25, 2026 Hall County Board of Commissioners Voting Meeting are now available. For consistency, please submit your comments in memorandum format. We would greatly appreciate it. Please note that late comments may not be included in the staff report. The packets were sent via Teams or a separate email.

Reminder: These items will be discussed at next week's Development Review meeting.

When submitting comments, be sure to include:
• Applicant's name
• Property address
• Your corresponding comment

Comments are due Wednesday, June 10, 2026.
Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

Minor impacts expected to the State Route system, coordination required.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

Off-System no impacts expected to the State Route system.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Off-System no impacts expected to the State Route system.

Thank you,

Kaitlyn Elliott

Planning Commission Clerk

Planning and Zoning

(770) 531-6810

kelliott@hallcounty.org

www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

HALL COUNTY
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Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: June 10, 2026

Subject: July 9, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the July 9, 2026, meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** All access is from SR 60. A GDOT permit or traffic signal permit revision may be required.
- **Utilities:** No comment. Property is located in Gainesville sewer district.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

- **Engineering**: No comment
- **Traffic:** No concerns with traffic volumes.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

(A) 6250 & 6255 Old Dawsonville Road | Special Use | for event facility | on two tracts totaling 3.51± acres located on the north and south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcels 10035 000006A and 10035 000008B **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** The existing driveway for the parking across the street shall be used. No new access will be allowed. The existing site has 5 driveways. One of the driveways serving the sports court area shall be closed. A pedestrian crossing plan shall be submitted to Hall County Engineering for approval.
- **Utilities:** No comment. Property is in Hall County sewer district, but no sewer facilities are located in the area.

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POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

Hall County Government
FIRE RESCUE

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 6/3/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 7-9-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 6/25/26 meeting. Upon review, we provide the following comments.

1161 Candler Road | Variance to Article 8 | to site development standards | on a 4.58± acre tract located on the east side of Candler Road at its intersection with I985 Exit 20 Northbound | Zoned I-2; Tax Parcels 15035 000056 **| Proposed Use: Commercial addition |** Commission District 3 **| Carroll Daniel Construction, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

6249 & 0 Ben Parks Road | Rezone | from Agricultural Residential (AR-1) & Planned Commercial Development (PCD) to Agricultural Residential (AR-1) | on a combined 52.95± acre tract located on the north side of Ben Parks Road approximately 0.33 miles from its intersection with Wade Whelchel Road | Zoned AR-1 & PCD; Tax Parcels 11065 000012, 000023 **| Proposed Use: Uses permitted in AR-1 |** Commission District 3 **| David Jernigan and Keeley Dodd, applicants**

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Hall County Fire Marshal's Office comments for proposed event facility with lodging.

Life Safety Code 2024 Edition 43.7.2 Change of Occupancy Classification.
Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section **43.7.2.1** or **43.7.2.3**.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

(B) 6255 Old Dawsonville Road | Variance to Section 8.4.1 | to parking standards | on a 1.56± acre tract located on the south side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000008B **| Proposed Use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Hall County Fire Marshal's Office comments for proposed event facility with lodging.

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(C) 6250 Old Dawsonville Road | Variance to Section 4.1 | to reduce the minimum yards | on a 1.95± acre tract located on the north side of Old Dawsonville Road approximately 300 feet from its intersection with Cool Springs Road | Zoned V-C; Tax Parcel 10035 000006A **| Proposed use: Event facility |** Commission District 2 **| The Ark at Lake Lanier, LLC c/o Jeff Hylton, applicant**

Hall County Fire Marshal's Office comments for proposed event facility with lodging.

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Where the occupancy classification of an existing building or portion of an existing building is changed, the building shall meet the requirements of Life Safety Code Section **43.7.2.1** or **43.7.2.3**.

The applicant is changing the occupancy and use from short term rental to event venue with lodging. The change of use will require the current structure to meet all applicable life safety code requirements for the occupancy created by the change. Applicant is requesting sleeping accommodations for 27 overnight guests including an assembly area for gatherings.

Life Safety Code 2024 Edition, 3.3.180 Lodging or Rooming House.
A building or portion thereof that does not qualify as a one- or two-family dwelling, that provides sleeping accommodations for a total of 16 or fewer people on a transient or permanent basis. See Chapter 26 for lodging life safety code requirements.

Life Safety Code 2024 Edition, 3.3.157* Hotel.
A building or groups of buildings under the same management in which there are sleeping accommodations for more than 16 persons. See Chapter 28 for hotel life safety code requirements.

Both lodging and hotel occupancies are required by life safety code to have a supervised fire protection system including fire alarm system. If the occupancy exceeds 12,000 square feet an emergency responders radio communications system test will be required to determine emergency radio signal strength compliance.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
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HALL COUNTY
HIGHLANDS
ISLANDS
FIRE
RESCUE

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: 06/04/2026

Subject: July 9, 2026 Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the July 9, 2026 meeting. Upon review, we provide the following comments.

- 6250 & 6255 Old Dawsonville Road- The Ark at Lake Lanier, LLC
  - Mr. Hylton is currently licensed for a short-term vacation rental. If approved, he would need to amend his business license to allow for the Event Facility.

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

INTERIM BUILDING OFFICIAL/BUILDING INSPECTIONS MANAGER
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Kristie Turner, Director of Development Services
Cody Edwards, Building Inspections Manager/Interim Building Official

Date: June 5th 2026

Subject: 6250 Old Dawsonville Rd, Gainesville, GA 30506

The property is currently operating as a short-term rental (STR) with a maximum approved overnight occupancy of 15 transient guests in the main house. Two additional accessory structures, the Garage apartment, Kathy's Cabin, and the Barn Cabin.

On June 5th, 2026, representatives from the Hall County Fire Marshal's Office and Hall County Building Development conducted a site inspection at Ark on Lanier. The following memorandum outlines all code violations identified by Hall County Building Development during that visit.

Main House

- Remove the smoke detector that is located inside the garage.
- Provide GFCI protection for all outlets located inside the garage.
- Relocate smoke detectors to maintain a minimum 3-foot clearance from any air vent.
- Bedroom located in the basement does not contain proper egress, so therefore it cannot be considered a bedroom.
- Provide required landings at the bottom of all stairways.
- Remove all obstructions from egress windows.

Garage Apartment

- Repair firewall inside the mechanical closet located in the garage.
- Ensure all outlets inside the gym/garage are GFCI protected.

Kathy's Cabin

- A handrail is required to be installed along the stairs leading out the front door of the residence.

Barn Cabin

• The upstairs room does not have proper egress and therefore cannot be used as sleeping quarters.

Conclusion:

Hall County Building Development appreciates the cooperation of the property owner and representatives present during the June 5, 2026, inspection. The items outlined in this memorandum must be corrected to bring the main house and accessory structures into compliance with applicable life-safety and building code requirements. Once all deficiencies have been addressed, please contact our office to schedule a follow-up inspection. We look forward to working with you to ensure the Ark on Lanier operates safely and in accordance with Hall County regulations.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
(770) 531-6800 | 770-531-6902

HALL COUNTY

We have all we need

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.

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 JUNE 11, 2026 AND NO LATER THAN JUNE 17, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 17, 2026 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

AFFIDAVIT

By my signature, I, Jeff Hy Han (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 6-17-2026 (Date) **for** The Ark at Lake Lanier, LLC (Name application filed as)

Signature _____

Revised September 2021

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT:
THE ARK AT LAKE LANIER, LLC c/o JEFF HYLTON
REQUEST:
SPECIAL USE FOR EVENT FACILITY W/
VARIANCE FOR OFF SITE SHARED PARKING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 09, 2026
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BRENAU BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT:
THE ARK AT LAKE LANIER, LLC c/o JEFF HYLTON
REQUEST:
SPECIAL USE FOR EVENT FACILITY W/VARIANCE FOR OFF SITE SHARED PARKING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 09, 2026
Time: 6:00 PM.
HALL COUNTY GOVERNMENT CENTER, 2ND FLOOR, 2875 BRADFORD DRIVE, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6529

Outlook

Neighbor Support for the Ark on Lanier Special Use Permit

From [redacted]
Date Tue 7/7/2026 5:47 PM
To Planning <planning@hallcounty.org>
Cc [redacted]

Some people who received this message don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Planning Commission,

I am writing in support of the Special Use Permit application for the Ark on Lanier property.

My family and I have owned neighboring property since the 1970s. Over those many years, we have come to appreciate the importance of being respectful property owners and considerate neighbors. We also recognize that Lake Lanier serves a much broader community and has long supported a variety of recreational, family, commercial, public, and social activities. While homeowners naturally value peace and privacy, living on Lake Lanier is different from living on a small private lake or within a neighborhood governed by a homeowner's association, and it is unreasonable for homeowners to treat it as such.

Because of our decades of firsthand experience as neighboring property owners, I encourage the Commission to place significant weight on those with direct knowledge of the property, its history, and the conduct of its owners. Throughout the years, we have consistently observed Jeff Hylton to be a thoughtful steward of the Ark on Lanier property and a very respectful neighbor. The property is immaculately maintained, enhances the character of the surrounding area, and contributes positively to nearby property values. Based on our experience, I am confident it will continue to be operated in a manner that respects both neighboring homeowners and the broader Chestatee area.

For these reasons, I respectfully ask the Commission to approve the Special Use Permit. If the Commission believes additional safeguards are appropriate, I see no reason why reasonable conditions could not be incorporated into the permit to address any remaining concerns while allowing this well-managed property to further serve the community.

Thank you for your time and thoughtful consideration.

Sincerely,

Jeff & Lynn Craven
6337 Old Dawsonville Road
Gainesville, GA 30506

Karen White <karentwhite@gmail.com> 7/7/2026 2:05 PM

To whitedwkw@comcast.net

My name is Ron Harper. My primary residence is in Thomson, GA and my secondary residence and place of birth almost 75 years ago is 6205 Old Dawsonville Rd. Gainesville, GA. My cell is 7063737226

This address is near Chestatee community and is actually on Latham Creek or it was before Lake Lanier filled in the creeks snd bottomland in 1955. It is in this community and specifically in my neighborhood in which the abuse of power occurred.

You may be familiar with an event venue called "The Ark on Lanier." It's a very successful business that hosts groups and/or businesses on the shore of Lake Lanier. The owner is a gentleman named Jeff Hylton. I've met him a few times and in fact my brother and 2 sisters own a rental between my home and the Ark and recently rented to Jeff to handle any overflow guests from the Ark.

Jeff recently had rezoning notices placed on land he acquired a few years back and told us it was to have additional parking. A closer inspection of the zoning request indicates it might be more than a parking addition.

I don't have strong feelings for or against this though neighbors who live closer to the Ark complain of noise late into the night and at least one neighbor sold and moved because of noise. Another neighbor very close to Ark decided to oppose the zoning change and exercised his concern in the form of a petition asking neighbors to oppose the zoning. Dennis White, that neighbor, also had signs printed and displayed in our neighborhood on the roadside. One of his signs he inadvertently planted on private property. As I understand it he placed it in front of the property Jeff rents from my family. When pointed out, Dennis promptly moved the sign.

Someone at the Ark filed a criminal trespass complaint against Dennis and the Hall County Sheriff's office issued a citation to Dennis and ordered him to stay off Old Dawsonville Rd which the Ark faces. This is a short little spur which terminates into Lake Lanier just East of my home. Dennis's wife Karen walks her poodle down this road twice daily and Dennis who has Parkinson's Disease with tremors drives a golf cart sometimes alone and sometimes accompanying his wife and dog. It's a daily routine and I'm always pleased to see them come my way.

Dennis and his wife Karen were told to no longer turn left onto this public road. I was amazed to learn of this. Karen in fear of reprisal from sheriff's department ceased to walk her poodle. Dennis, who felt bullied but in the right continued to use the public road.

Today I passed Dennis and Karen Whites home and saw two Hall County Sheriff's vehicles in their driveway. One of those vehicles was in the turnaround in front of my home early this morning. Dennis was arrested this afternoon and taken in handcuffs to jail. According to Karen, Dennis was charged with stalking which is absurd. I don't know Dennis Whites age but I'm guessing mid 60's and as I mentioned above is stricken with Parkinson's.

There may be more to this story than I'm privileged to but I'm concerned when a neighbor and friend is told by law enforcement that he is not allowed to take photos with his phone from a public road and that he and his wife are banned from travel on a public road.

The zoning change comes before Hall County on July 9, 2026. Whether or not it should pass, I don't know. I signed the petition to deny it in the face of its misrepresentation to my family. But that is a different matter entirely. Part of me says Jeff Hylton should be allowed within reason to fo what he wants on his property. The other side says maybe the neighbors subjected to the noise should have their say without fear of being jailed.

There is one thing of which I'm certain and that is that basic human rights guaranteed by our Constitution should not be tread upon at any time and especially on the eve of our 250 th birthday.

Thank you for taking a look at what I think is abuse by Hall County.

Yours truly
Ron Harper

Charles ("Jay") and Susan Sexton
6356 Old Dawsonville Road
Gainesville GA 30506

RE: Special Use Permit Request – The Ark at Lake Lanier (6250 and 6255 Old Dawsonville Road) - July 9, 2026 Public Hearing

Hall County Board of Commissioners,

We are Jay and Susan Sexton, homeowners on Old Dawsonville Road. Unfortunately, we will be out of state on the date of this hearing, but we respectfully ask that this letter be included in the public record regarding the request for a Special Use Permit for an event facility at The Ark on Lake Lanier.

We chose to make our home on Old Dawsonville Road because it is a quiet, peaceful lakeside community. The peaceful character of our neighborhood is something we deeply value and have worked hard to preserve.

Although our home is located at the far end of the road from The Ark, we already hear activity from the property during the summer months. We can hear loud cheering, outdoor games, music, and large groups gathering. If those sounds carry all the way to our home, we cannot imagine the impact on the families who live immediately adjacent to the property.

Our concern is not with the current owner personally. Rather, it is with the long-term impact of approving an event facility in an established residential neighborhood. Once this Special Use Permit is granted, it remains with the property and could continue long after the current owner is gone. Future owners would have the benefit of the same approval, even if they operate the property very differently.

One of our greatest concerns involves the proposed increase to gatherings of up to eighty people. The county's own report states that the property is approved for seven bedrooms and that the current short-term rental occupancy is limited to twenty-seven overnight guests. We respectfully ask the Board to carefully consider how a property served by septic is expected to support repeated gatherings of up to eighty people.

The application discusses weddings, reunions, retreats, celebrations, and other events, but we are unclear about how often these events could occur. Could gatherings of eighty people happen every weekend? Multiple times each week? Throughout the summer? If approval is granted, what limitations will exist regarding the frequency of events, the number of consecutive event days, or the total number of events permitted each year?

These questions are important not only because of traffic and noise, but also because of the cumulative impact that repeated large gatherings could have on a property served by septic and located within a quiet lakeside residential community.
We also respectfully ask the Board to carefully review the parking analysis. The staff report concludes that approximately forty to forty-five on-site parking spaces are sufficient for the proposed use. We question whether that estimate reflects actual event conditions once overnight guests, invited attendees, vendors, caterers, photographers, musicians, service vehicles, and staff are all present. We respectfully ask the Board to ensure these calculations accurately reflect real-world event operations.

Another concern is the increased traffic on our road. More vehicles mean a greater potential for accidents involving residents and the large deer population that regularly crosses our road. It is common for us to see twenty to thirty deer in our own yard, with many more throughout the neighborhood. Our road was designed to serve a peaceful residential community, not frequent large events.

If the Board determines that approval is appropriate, we respectfully request that meaningful conditions be imposed, including limits on the number of events permitted each year, limits on consecutive event days, strict limits on outdoor amplified music, earlier outdoor quiet hours, prohibition of roadside parking, and clear enforcement measures to protect the surrounding neighborhood.

Thank you for your consideration and for your service to Hall County.

Respectfully,

C J Sexton

Susan C. Sexton

Jay and Susan Sexton
Old Dawsonville Road Residents

Reference: Opposing The Rezoning the Ark at Lanier (6250 and 6255 Old Dawsonville Road) July 9th Public Hearing

Hall County Board of Commissioners,

I will be out of town on July 9 when the meeting will be held and I want this to be included in the public record regarding my family opposing the request for **The Rezoning the Ark at Lanier (6250 and 6255 Old Dawsonville Road) July 9th Public Hearing**.

My name is Robin Callahan. My family has owned our property 3764 Lathem Creek Drive since 1959 which is straight across from The Ark.
Our cove and neighborhood have always been a quiet and relaxed area till The Ark opened. Our family is not for the growth and the rezoning of The Ark with all the extra traffic on the roads and the noise The Ark has already brought to our small residential neighborhood, and our cove is awful we can't imagine how it will be if this new rezoning is approved. The Ark has never followed the rules of the short-term vacation rental since it began, they have had weddings and business gatherings and now they want to go bigger, this is a residential neighborhood. Please consider the impact this is going to have on all the residents if it is approved.

Sincerely,
Mr. & Mrs. Robin Callahan
3764 Lathem Creek Drive
Gainesville, GA. 30506

Subject: Community Opposition to Proposed Re-Zoning for Event Facility and Off-site Parking

Dear Hall County Board of Commissioners,

We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

We object to the event facility for the following critical reasons:

- **Noise & Nuisance: Amplified music, late-night events, and cheering crowds will disrupt the peace and quiet our families rely on.**
- **Traffic & Congestion: Increased event traffic will create dangerous conditions on our narrow residential, dead-end streets and threaten pedestrian safety.**
- **Parking Spillovers: Inadequate on-site parking will lead to guests parking on neighborhood lawns and blocking private driveways.**
- **Zoning Violations: This property is currently zoned for V-C use, and a event facility is out of compliance with these regulations.**

We respectfully urge the Hall County Board of Commissioners to deny any permits, variances or zoning changes required to open this event facility.

We have attached a petition with signatures from (XX) households who stand united in protecting our neighborhood. We look forward to discussing this matter with you at the upcoming public hearing scheduled for Thursday, July 9, 2026 at 6:00 p.m. at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA.

Sincerely,

We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

Name/Address	Signature	Date
Dennis White 6131 Cool Springs Rd	Dennis White	6-18-26
Sherry Boyman 6120 Cool Springs Rd	Sherry Boyman	6-19-26
Christie McClain 6314 Old Dawsonville Rd A+	Christie McClain	6-19-26
IAN GORDON 6349 OLD DAWSONVILLE RD	Ian Gordon	6-19-26
[illegible] 6302 J F Jay Rd Gainesville GA 30506	[illegible]	6/19/26
[illegible] 6349 OLD DAWSONVILLE ROAD GAINESVILLE, GA 30506	[illegible]	6/19/26
Ronald & Lynn Gulde 3807 Chestatee Cutoff Gainesville, GA 30506		6/19/26
Larry Harper 6227 Old Dawsonville Rd	Larry Harper	6/19/26
Ronald Harper 6205 Old Dawsonville Rd	Ronald Harper	6/19/26
Arnold Pirkle 6303 Old Dawsonville Rd	[illegible]	6-19-26
Marcia Pirkle 6325 J.F. Jay Rd	Marcia Pirkle	6/19/26
Shaina Cleveland 2633 Tammi Ln. Gainesville, GA 30506	Shaina Cleveland	6/19/26
Margaux Nodvin 6326 Old Dawsonville Rd, Gainesville	Margaux Nodvin	6.19.26
Gayla & Mark Rogers 6322 Old Dawsonville Rd	Gainesville Ga	6-19-26
ELIZABETH & BRIAN MARTIN 6130 COOL SPRINGS RD	[illegible]	6-19-26
Tim & Becky Landers 6032 Cool Springs Rd	Tim Landers	6-19-26
[illegible] & Vicki Watkins 6143 Cool Springs Rd	[illegible]	6-19-26
The matthew Kahn 6324 old Dawsonville Rd		6-20-24

Kay & Skip Collins, 6105 Cool Springs Rd, Kay Collins 6/20/26
Shawn Perry 3746 Chestatee Rd Shawn Perry 6/20/26
Dena Blackshear 6022 Cool Springs Rd. 6/20/26
Debora Coyle 6011 Cool Springs Rd 6/20/26
Angie Crowley 3838 Chestatee Cut Off 6/20/26
Wendall Fortner 6029 Cool Springs Rd. 30506
Denise Fortner 6029 Cool Springs Rd. 30506
BRANCH PERRY 3761 LATHem Creek DR 30506 BR 6/20/26
Richard Strauf 3721 Lathem Creek D RM 6.20.26
Brian Canty 3676 Grandview Dr 6-20-26
Robin Callahan 3764 Lathem Creek Dr 6-21-26 RC
Cody Gilder 6006 Cool Springs Rd Cody Gilder 6-21-26
Meghan Gilder " "
Cody Bake 3819 Chestatee Rd Gain. Ga 30506 CBS
LEA JANSEN 6029 BLACK PEAR LANE 30506 6-21-26
Charles Sexton + Susan Sexton 6356 Old Dawsonville Rd Gainesville GA 30506
Cody Puckett 5792 Coolspring Rd 6-23-26
MARTIN JANSEN 6149 COOL SPRINGS ROAD 30506
Trent M. Hughes 4035 chestatee spur 30506
Britney Hughes 4035 chestatee spur 30506
Elizabeth C. Diehl 6349 JF Jay Rd Gainesville 6.28.26
6349 JF Jay Rd Gainesville 6.28.26

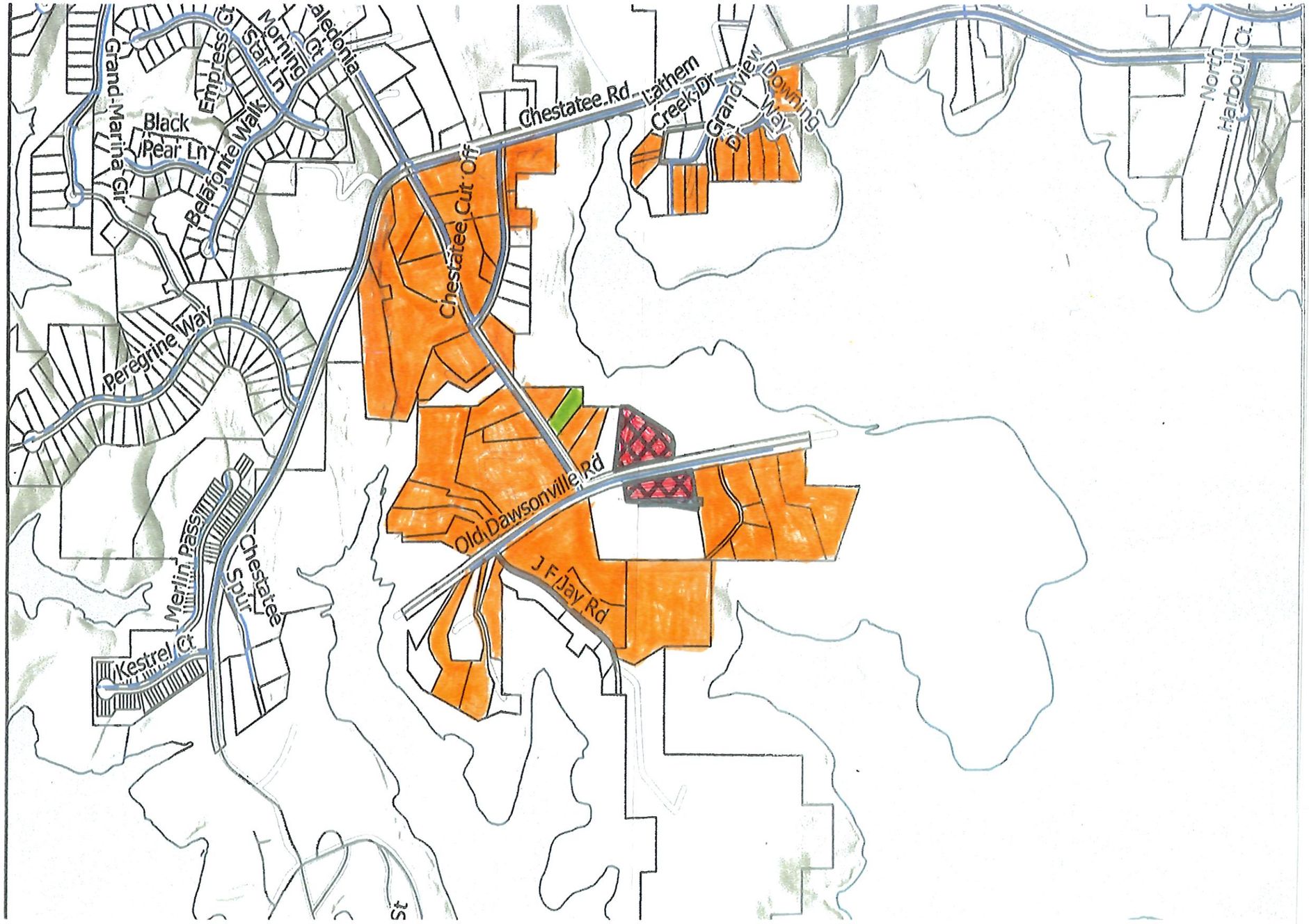
We, the undersigned residents of the Few Acres subdivision and adjoining home owners, strongly oppose the proposed request made by The Ark at Lake Lanier, LLC c/o Jeff Hylton for a rezoning and variance for an event facility and offsite shared parking located at 6250 & 6255 Old Dawsonville Road, Gainesville, GA 30506. This development fundamentally violates our community's residential character and will severely impact our quality of life.

Name/Address	Signature	Date
THOMAS R CHAPMAN 3661 GRANDVIEW DR.		6/22/2026
Rufus Scott 3663 Grandview Dr		6/22/2026
Charles Finch 3673 Grandview Dr		6-22-2026
Luckson Etienne 3675 Grandview Dr		6/22/26
MIKE VINCENT 3677 GRANDVIEW Dr.		6/22/26
MARIBETH KENNEDY 3669 DOWNING WAY		6/22/26
MAX KENNEDY 3669 DOWNING WAY		6/22/26
David Garrett 3661 Grandview Dr		6-22-26
Joe Toland 3671 Downing Way		6-22-26
Joe Tolep 3740 Lathem Crk. Dr.		6-28-26
Claybrook Collier 3815 Chestatee Cut Off		6-28-26
Donnie Bemetz 3806 chestatee cut off		7-1-26
	3814 Chestatee Cut Off	7-5-26
Ellen Boerger	3931 Chestatee Rd	7-7-26
Jimmy H. Hammock, JS	4035 Chestatee Rd. Gainesville, GA 30506	7/7/2026
Caryl P Hammock	4035 Chestatee Rd Gainesville, GA 30506	7/7/26

Residents Highlighted Opposing the Rezoning the Ark at Lanier Signatures on Petition

Highlighted in RED is THE ARK at Lanier

Highlighted in GREEN is a Empty House is A Short Term Vacation Rental Property



CHAPTER 5.100. SHORT TERM RENTAL

5.100.010.	Purpose.
5.100.020.	Zoning districts.
5.100.030.	Applicability.
5.100.040.	Definitions.
5.100.050.	Property owners, local contact person, and responsible person.
5.100.060.	Business license and tax, and transferability.
5.100.070.	Standard operational requirements and conditions.
5.100.080.	Violation and penalties.

2. Short term rentals shall meet applicable International Building Code, International Fire Code, and Life Safety Code as adopted by the State. For properties that are served by septic, short term rentals shall meet applicable environmental health regulations.

3. Short term rentals shall meet applicable state department of natural resources and the county public safety regulations.

4. The owner and/or local contact person shall maintain a house number that is visible from the street at all times.

5. A short-term rental license is limited to one reservation at any time. Multiple reservations for the same dates is considered a tourist accommodation by Environmental Health. Tourist accommodations are a commercial use and not allowed within a residential district. Short-rentals may not be less than whole house unless property is owner-occupied; reservation limits are still applicable.

6. A short-term rental may not be advertised as an event venue and may not be used by the guests to accommodate weddings, parties, corporate events, or similar functions.

(c) Provide and require that such responsible person execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants and/or guests of the vacation home with all applicable laws, rules and regulations pertaining to the use and occupancy of the short term rental.

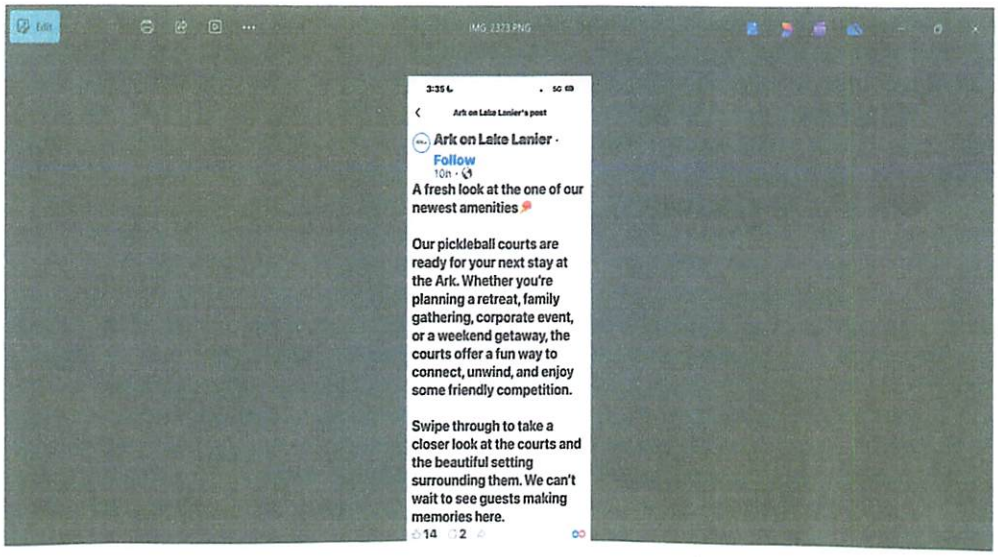
3. Parked vehicles:

(a) Shall not be parked on the county right-of-way or along any roadways at any time; and

(b) Shall be parked outdoors on the property only on designated hard surfaced areas with gravel, concrete or asphalt surfacing; and shall not be permitted outside such hard surfaced areas (i.e., no parking in yards or neighbor's properties).

4. The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short term rental do not violate the noise regulations set forth in title 8 of this Code by notifying the occupants of the rules regarding short term rentals and responding when notified that occupants are violating laws regarding their occupancy. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way;

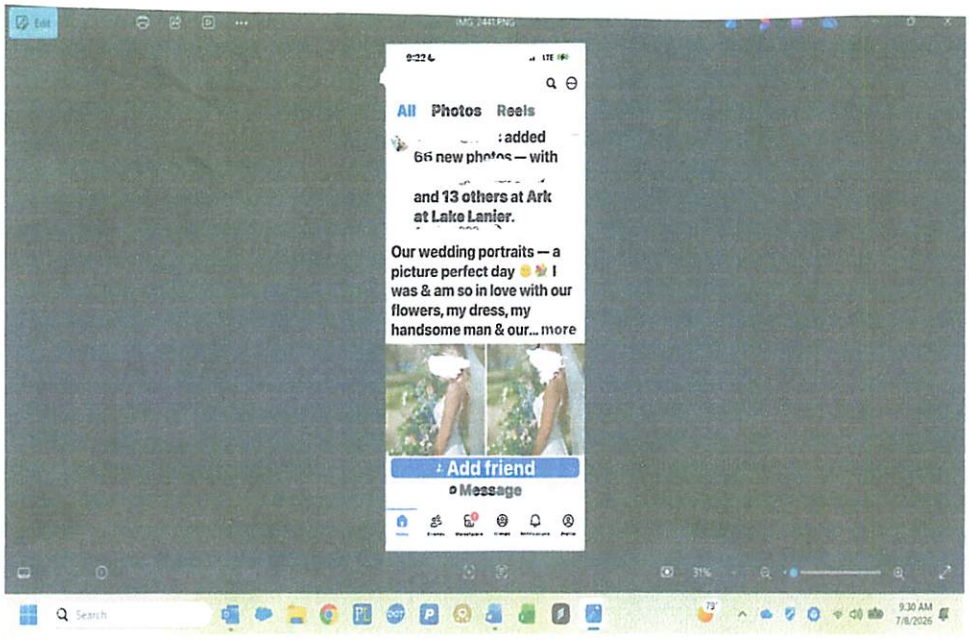
5. The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short term rental do not violate the domestic animal regulations set forth in title 4 of this Code by notifying the occupants of the rules regarding short term rentals and responding when notified that occupants are violating laws regarding their occupancy. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way;



The Ark at Lanier is already not following the Rules of The Short-Term Vacation Rental Polices:

- **Having Weddings at The Ark** : non-family members weddings (Here is one example of one wedding for a surrounding neighbors' family members and there has many other wedding at The Ark)
- **Having Corporate Events and advertising for Corporate Event** (Here is just one example of The Ark at Lanier FB Account advertising for corporate events

Please do not approve for The Ark at Lanier to grow any larger with rezoning to a Venue Facility in our small residential area



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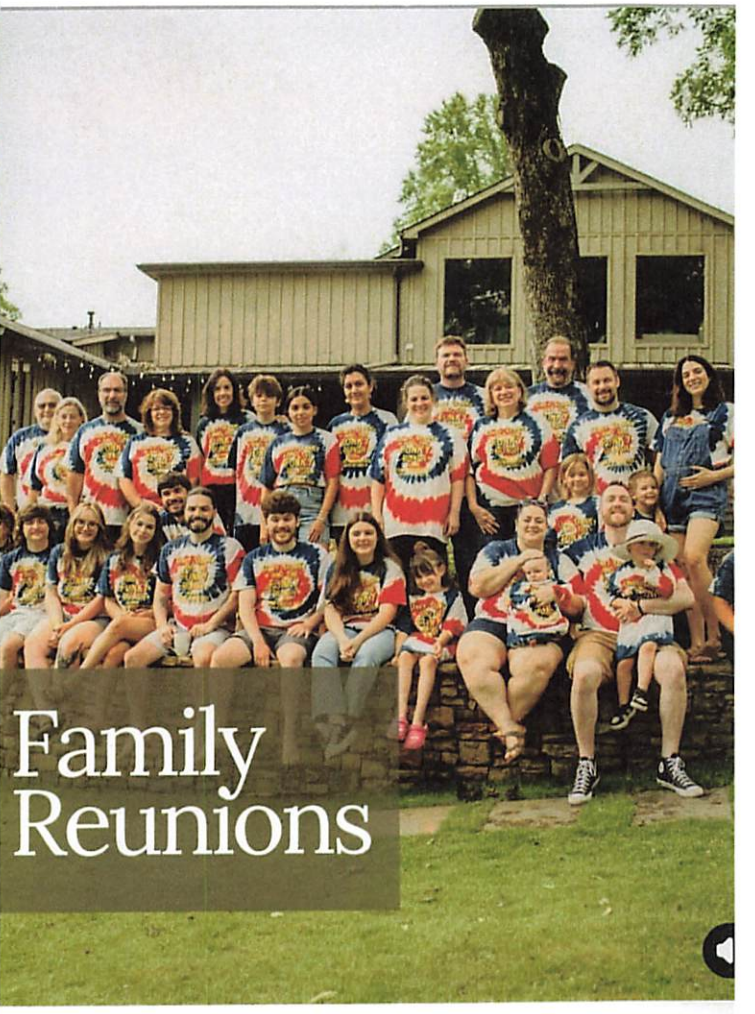
Ark on La... Follow

Happy 4th Year Ar... more ...



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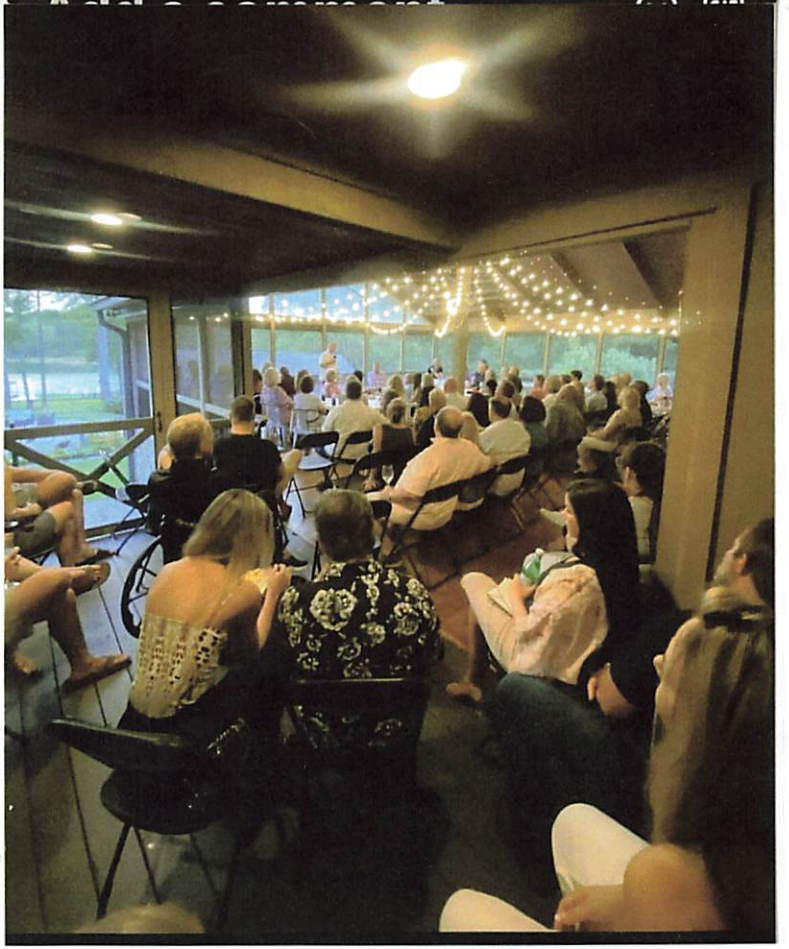
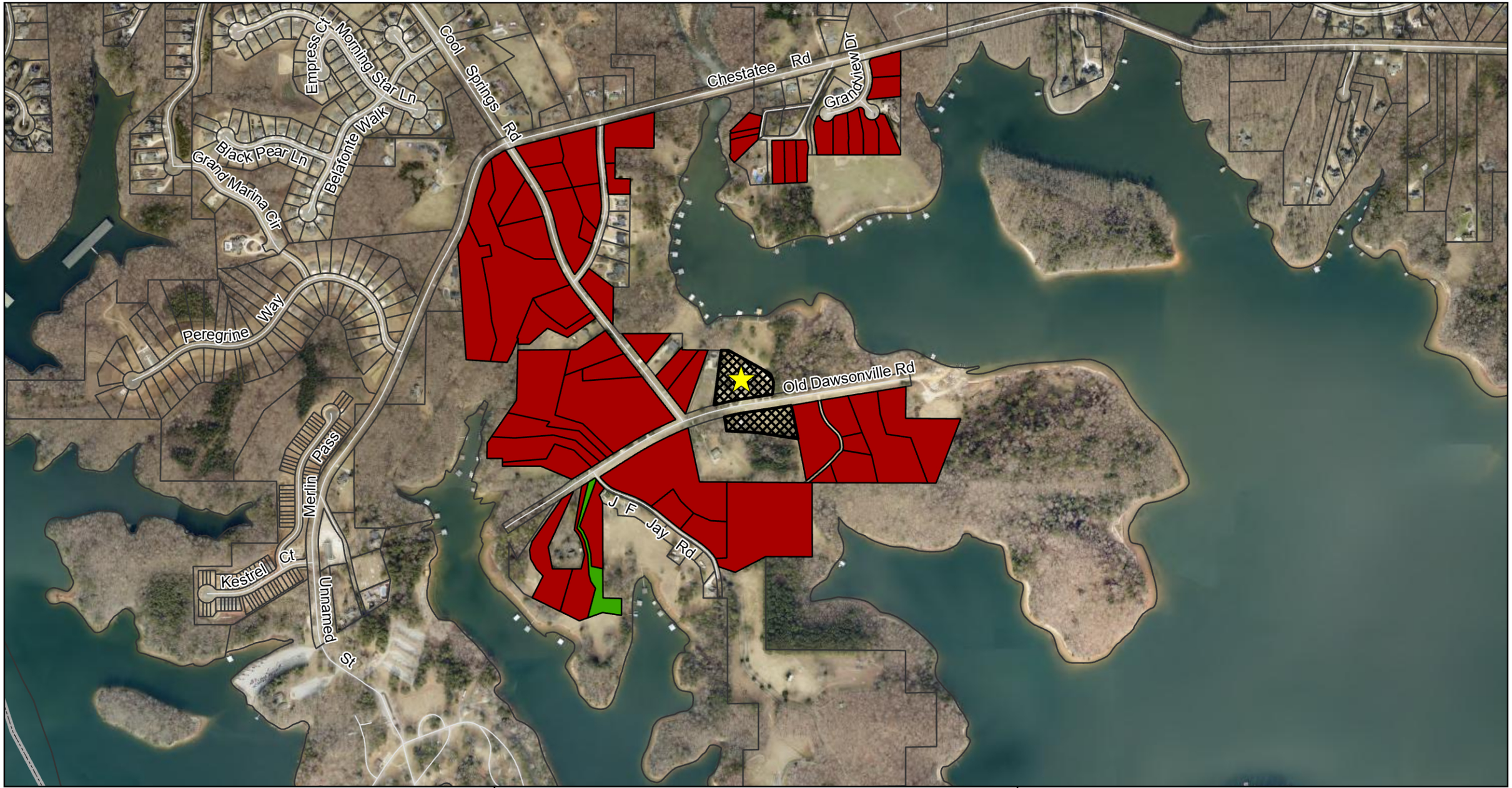


When you have a pool, a two story dock, a fire pit under the stars, brand new pickleball courts, and a lake right outside your door, the celebration has nowhere to be but here.

The Ark was built for people to gather, rest, and feel at home in a place that is anything but ordinary. Intimate weddings and elopements at Ark on Lake

Daniels



N

Subject Property
Against
Support

0 780 1,560 Feet

Public Comments Map

Subject Property Address:
6250 & 6255 Old Dawsonville Road

Applicant:
The Ark at Lake Lanier, LLC c/o Jeff Hylton

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 53
Support: 1

Date Prepared: 7/8/2026

HALL COUNTY GEORGIA
We have it all in Hall