HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Tuesday, September 08, 2026 - 03:00 PM

Call to Order

Appointments for Consideration

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

2 Appointment to the Northeastern Judicial Circuit's Public Defender Supervisory Panel to serve a term from September 1, 2026 to August 31, 2031. Commission Districts 1, 2, 3, & 4.

3 Hospital Authority Nominations (3) for a term from October 1, 2026 to September 30, 2029. Commission District 2.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Central Services

4 Approve the purchase of six (6) new 2026 Ford Maverick Trucks for Environmental Health to Allan Vigil Ford-Lincoln of Morrow, GA, in the amount of $223,560.00.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

5 Approve the application, award, and any further supplemental funding for the Georgia Environmental Finance Authority's (GEFA) Energy Resilience Grant Program for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center and the Murrayville Library in the amount of $96,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

Community Services and Parks

6 Approve the ratification of the application and award for the 2026 Georgia Power Corporate Foundation funding cycle for Parks and Leisure Services to replace and repair worn or aging playground equipment across Hall County, 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. No match is required.

7 Approve the payment services agreement for card processing payment services, CampLife, LLC reservations and sales platform to CampLife Pay (powered by Payrix) for Parks & Leisure Services; delegate authority to the Director of Financial Services to execute the aforementioned agreement on behalf of the Hall County Board of Commissioners. The estimated annual cost is $72,372.00.

County Attorney

8 Approve the settlement agreement between Hall County and The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc. resolving Civil Action File No. 2026CV001442, subject to review and approval by the County Attorney.

Financial Services

9 Approval and authorization for the Chairman to execute a resolution to amend Chapter 4.10 of the Official Code of Ordinances of Hall County, GA with regard to animal services and adopting revisions to the Animal Services Fee Schedule, subject to review and approval by the County Attorney.

10 Approval and authorization for the Chairman to execute a resolution to amend Chapter 8.20 of the Official Code of Ordinances of Hall County, GA with regard to ambulance services and transport fees, subject to review and approval by the County Attorney.

11 Approval and authorization for the Chairman to execute a resolution to amend Chapter 8.25 of the Official Code of Ordinances of Hall County, GA with regard to fees for hazardous resource materials recovery, subject to review and approval by the County Attorney.

12 Approval and authorization for the Chairman to execute a resolution to amend Chapter 5.10 of the Official Code of Ordinances of Hall County, GA with regard to adopting revisions to the Business License Fee Schedule and allow for the Business License Division to collect annual inspection fees on behalf of Fire Services, subject to review and approval by the County Attorney.

13 Approval and authorization for the Chairman to execute a resolution to amend the fee schedule for Building Inspections, subject to review and approval by the County Attorney.

Fire Rescue

14 Approve the sole source purchase of four (4) refurbished Zoll X Series advanced cardiac monitors, extra batteries, and carry bags for Fire Rescue to Zoll Medical Corporation of Chelmsford, MA, in the amount of $95,627.66.

15 Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL, in the amount of $114,006.04.

Human Resources

16 Approve the award of RFQ/P #47-009 Medicare Advantage Prescription Drugs Provider for Medicare retiree benefits to Aetna Life Insurance Company of Hartford, CT. The estimated annual cost is $639,498.00.

17 Approve the award of RFQ/P #47-010 On-site Pharmacy Services Provider to Riverside Pharmacy Inc. of Gainesville, GA. The estimated annual cost is $505,512.00.

Public Works and Utilities

18 Public hearing for consideration of a resolution for Hall County to enter into an agreement with the landowner of 3470 Mill Creek Road, Gainesville, GA to allow for the use and maintenance of an encroachment into the public right-of-way. Commission District 2.

Public Hearing to occur at the September 10, 2026 Voting Meeting.

19 Approve the purchase of one (1) 2026 Ford F-550 Super Duty and two (2) 2026 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $187,551.00.

20 Approve the annual renewal of the agreement between North Georgia Works!, Inc. and Hall County regarding temporary labor and other work services for various County departments, subject to review and approval by the County Attorney. The estimated annual cost is $186,560.00.

21 Approve the award of Task Order #2027-004 FY 2027 Resurfacing Program for the resurfacing of approximately 30.04 miles of Hall County roads for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is $12,815,048.20.

22 Approve the award of Task Order #2027-005 Engineering & Design Services for SR11/US129 and SR 283 Intersection Improvement Project for Public Works & Utilities to Keck & Wood, Inc. of Duluth, GA, in the amount of $280,800.00.

23 Approve the memorandum of agreement between Hall County, the City of Flowery Branch, and the Atlanta Falcons Football Club, LLC regarding the construction, funding and cost sharing of the Hog Mountain Road/Falcon Parkway (SR13) stormwater improvement project, subject to review and approval of the County Attorney.

24 Approval and authorization for the Chairman to execute the Georgia Department of Transportation (GDOT) FY 2026 Local Maintenance Improvement Grant (LMIG) application and cover letter for SR 13 at Hog Mountain Road drainage improvements, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. The estimated funding assistance amount is $100,000.00. A 30% local match is required.

25 Approve the award of Task Order #2026-041 for SR 13/Hog Mountain Drainage Improvements for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated cost is $341,607.00.

26 Approve the release of a $488,984.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, and sidewalks in Ponderosa Farm Unit I Subdivision. Commission District 1.

Planning & Zoning

27 **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road | Rezone |** from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1 & I-1 (C); Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt), 15020A000011(pt) **| Proposed Use: Industrial Park |** Commission District 3 **| Danji, LLC, applicant**

Note: Tabled at the July 23, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

28 **5391 Lawson Robinson Road | Special Use |** to move a site-built house more than 7 years old into the County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 **| Proposed use: Single-family residence |** Commission District 2 **| Meagan S. Gaillard, applicant**

29 **3131 Broome Road | Variance to Section 3.2 |** to reduce the minimum yards | on a 1.43 acre tract located on the south side of Butterworth Lane at its intersection with Broome Road | Zoned AR-1; Tax Parcel 15016 000001E **| Proposed use: Residential addition |** Commission District 3 **| Heather Chandler, applicant**

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

Public Hearing to occur at the September 10, 2026 Voting Meeting.

31 Consideration of resolutions to amend the Code of Ordinances of Hall County with regard to Appendix A: Unified Development Code (UDC), specifically Articles 1, 2, 4, 5, 6, 7, 8, Sections 11.5, 11.1, 11.2.1, 11.2.6 and Appendix I: Plan Review and Inspection Fee Schedule.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

32 Consideration of amendments to the Hall County Forward 2045 Comprehensive Plan.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

County Administrator

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

Commission Time

Executive Session

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

Adjourn

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

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

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 607/2026

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

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Chairman's Appointment.

History:
The current appointment is Shannon Davidson.

Facts and Issues:
Shannon Davidson no longer wishes to serve and would need to be replaced.

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	Clerk
JR	JR

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 616/2026

SUBJECT: Appointment to the Northeastern Judicial Circuit's Public Defender Supervisory Panel to serve a term from September 1, 2026 to August 31, 2031. Commission Districts 1, 2, 3, & 4.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JR

Recommendation:
N/A

Purpose of Request:
Appointment to the Northeastern Judicial Circuit's Public Defender Supervisory Panel to serve a term from September 1, 2026 to August 31, 2031. Commission Districts 1, 2, 3, & 4.

History:
Tom Cole is the current appointment.

Facts and Issues:
Tom Cole does not wish to serve another term.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-09-01

Approvals:

Approve	Clerk
JR	JR

Attachments:

OCGA 17-12-20

Document: O.C.G.A. § 17-12-20

O.C.G.A. § 17-12-20

Copy Citation

Current through Act 375 of the 2026 Regular Session of the General Assembly but not including corrections and changes made by the Office of Legislative Counsel.

Official Code of Georgia Annotated TITLE 17 Criminal Procedure (Chs. 1 — 22) CHAPTER 12 Legal Defense For Indigents (Arts. 1 — 6) Article 2 Public Defenders (§§ 17-12-20 — 17-12-37)

17-12-20. Public defender selection panel for each circuit; appointment of public defender; removal; vacancies.

(a) On and after July 1, 2011, there is created in each judicial circuit in this state a circuit public defender supervisory panel to be composed of three members, all of whom shall be attorneys who regularly practice in that particular judicial circuit. The chief judge of the superior court of the circuit shall appoint one member. The Governor shall appoint one member. In a single county judicial circuit, the chairperson of the governing authority or sole commissioner shall appoint one member; in multicounty judicial circuits, the chairpersons of the governing authorities or sole commissioners shall caucus and appoint one member. When a caucus is needed to appoint a member of the supervisory panel, the chairperson or sole commissioner of the largest county by population in the judicial circuit shall convene the caucus. Members of the circuit public defender supervisory panel shall be individuals with significant experience working in the criminal justice system or who have demonstrated a strong commitment to the provision of adequate and effective representation of indigent defendants. A prosecuting attorney as defined in paragraph (6) of Code Section 19-13-51, any employee of a prosecuting attorney's office, or an employee of the Prosecuting Attorneys' Council of the State of Georgia shall not serve as a member of the circuit public defender supervisory panel after July 1, 2005. On and after July 1, 2008, no employees of the council shall serve as a member of the circuit public defender supervisory panel. Members of the circuit public defender supervisory panel shall reside in the judicial circuit in which they serve. The circuit public defender supervisory panel members shall serve for a term of five years. Any vacancy for an appointed member shall be filled by the appointing authority within 60 days of the vacancy occurring.

(b)

(1) By majority vote of its membership, the circuit public defender supervisory panel shall annually elect a chairperson and secretary. The chairperson shall conduct the meetings and deliberations of the panel and direct all activities. The secretary shall keep accurate records of all the meetings and deliberations and perform such other duties as the chairperson may direct. The panel may be called into session upon the direction of the chairperson or by the council.

(2) By majority vote of its membership, the circuit public defender supervisory panel shall nominate not more than five people to serve as the circuit public defender in the circuit. The director shall select the circuit public defender from the panel's list of nominees. A circuit public defender shall serve a term for up to four years and may be appointed for successive terms but shall not be reappointed if he or she was removed pursuant to subsection (c) of this Code section.

(c) A circuit public defender may be removed for cause by the director. If a circuit public defender wants to appeal such removal, he or she may appeal the decision to the council. By a vote of two-thirds of the members of the entire council, the council may overturn the director's decision. Any appeal regarding a removal request shall be submitted to the council within 15 days of the effective date of the removal, and the council shall take action in hearing the appeal at its next regularly scheduled meeting and take final action within 30 days thereafter. A circuit public defender who has been removed by the director who has filed an appeal with the council shall continue to serve as the circuit public defender until the council reaches a decision on the appeal.

(d) A circuit public defender supervisory panel may convene at any time during its circuit public defender's term of office and shall convene at least annually for purposes of reviewing the circuit public defender's job performance and the performance of the circuit public defender office. The director and circuit public defender shall be notified at least two weeks in advance of the convening of the circuit public defender supervisory panel. The circuit public defender shall be given the opportunity to appear before the circuit public defender supervisory panel and present evidence and testimony. The chairperson shall determine the agenda for the annual review process, but, at a minimum, such review shall include usage of state and local funding, expenditures, and budgeting matters. The chairperson shall make an annual report on or before the thirtieth day of September of each year concerning the circuit public defender supervisory panel's findings regarding the job performance of the circuit public defender and his or her office to the director on a form provided to the panel by the director. If at any time the circuit public defender supervisory panel finds that the circuit public defender is performing in a less than satisfactory manner or finds information of specific misconduct, the circuit public defender supervisory panel may by majority vote of its members adopt a resolution seeking review of its findings and remonstrative action by the director. Such resolution shall specify the reason for such request. All evidence presented and the findings of the circuit public defender supervisory panel shall be forwarded to the director within 15 days of the adoption of the resolution. The director shall initiate action on the circuit public defender supervisory panel's resolution within 30 days of receiving the resolution. The director shall notify the circuit public defender supervisory panel, in writing, of any actions taken pursuant to submission of a resolution under this subsection.

(e) If a vacancy occurs for the position of circuit public defender, the director shall appoint an interim circuit public defender to serve until the director has appointed a replacement. Within 30 days of the vacancy occurring, the circuit public defender supervisory panel shall meet and nominate not more than five people to serve as a replacement circuit public defender. The director shall select the replacement circuit public defender from the panel's list of nominees.

History

Code 1981, § **17-12-20**, enacted by Ga. L. 2003, p. 191, § 1; Ga. L. 2004, p. 631, § 17; Ga. L. 2004, Ex. Sess., p. ES3, § 17/HB 1EX; Ga. L. 2008, p. 846, § 28/HB 1245; Ga. L. 2011, p. 91, § 10/HB 238; Ga. L. 2013, p. 141, § 17/HB 79; Ga. L. 2015, p. 519, § 7-10/HB 328.

▼ Annotations

Notes

Editor's notes.

Ga. L. 2004, p. ES3, § 27/HB 1EX, provides that: "Section 17 of this Act shall become effective on January 1, 2005; provided, however, that for purposes of the appointment of the members of the circuit public defender selection panels in conformity with Section 17 of this Act as may be necessary or appropriate to prepare for and phase in full implementation of Article 2 of Chapter 12 of Title 17 of the Official Code of Georgia Annotated as enacted by Ga. L. 2003, p. 191, Section 17 of this Act shall become effective upon approval of this Act by the Governor or upon its becoming law without such approval." The Act was approved by the Governor on June 15, 2004.

Opinion Notes

OPINIONS OF THE ATTORNEY GENERAL

Editor's notes.

In light of the similarity of the statutory provisions, opinions under Ga. L. 1968, p. 999, § 6, are included in the annotations for this Code section.

Public defender may practice private civil law,

but not private criminal law. 1974 Op. Att'y Gen. No. U74-60 (decided under Ga. L. 1968, p. 999, § 6.)

Judge of the recorder's court is engaged in the practice of criminal law

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 599/2026

SUBJECT: Hospital Authority Nominations (3) for a term from October 1, 2026 to September 30, 2029. Commission District 2.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Hospital Authority Nominations (3) for a term from October 1, 2026 to September 30, 2029. Commission District 2.

History:

Facts and Issues:
Hall County will provide 3 nominations and the Authority will select the appointment from those nominations.

The current appointment is Glennis Barnes. Barnes is eligible to serve another term.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-09-30

Approvals:

Approve	Clerk
JR	JR

Attachments:

Nomination Form
Memo

NOMINATIONS TO FILL VACANCIES ON BOARD OF TRUSTEES OF HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE

WHEREAS, the Hospital Authorities Law of Georgia (the "Act") approved in 1964 provides that the Board of Commissioners of Hall County, Georgia, shall nominate three persons to fill vacancies on the Board of any hospital authority that has elected to come under the provisions of said Act; and

WHEREAS, the Hospital Authority of Hall County and the City of Gainesville, by a resolution approved April 23, 1964, did elect to have vacancies on its Board of Trustees filled in accordance with and pursuant to the provisions of said Act;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Hall County that the following nominations are hereby made to the Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville;

1. Position to succeed Glennis Barnes:
   (a) _____
   (b) _____
   (c) _____
2. Position to succeed Terry Evans:
   (a) _____
   (b) _____
   (c) _____
3. Position to succeed Martha Randolph:
   (a) _____
   (b) _____
   (c) _____

This_____day of_____, 2026.

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

_____
Chairman

_____
Member

_____
Member

_____
Member

_____
Member

Northeast Georgia Medical Center
GAINESVILLE

July 9, 2026

VIA EMAIL – dgibbs@hallcounty.org
AND REGULAR U.S. MAIL

Chairman David Gibbs
Hall County Board of Commissioners
P.O. Box 1435
Gainesville, GA 30503

RE: Nominations for Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville

Dear Chairman Gibbs,

The Hospital Authority bylaws provide that terms will expire on September 30, 2026. The Authority members whose terms of office will be expiring this year are Chair Glennis Barnes, Terry Evans and Martha Randolph.

Chair Barnes and Ms. Randolph have served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees. Mr. Evans has also served well over the years but has decided to provide an opportunity of service to a new community member and asked not to be renominated.

As you know, the selection of new board members is made by the Authority from a list of three individuals nominated by the Board of Commissioners for each expiring term. I am enclosing a form for use by the Board of Commissioners in making its nominations. Please give me a call should you have any questions, or if I may be of assistance in any way.

Sincerely,

Andrei Boyarshinov
Chief Legal Officer

cc: John Gentry, County Administrator
Jennifer Rivera, Commission Clerk (via email)
Glennis Barnes, Hospital Authority Chair (via email)
Vicky Curtis, Manager, Executive Support and Assistant to the President & CEO

AGENDA ITEM

Central Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 600/2026

SUBJECT: Approve the purchase of six (6) new 2026 Ford Maverick Trucks for Environmental Health to Allan Vigil Ford-Lincoln of Morrow, GA, in the amount of $223,560.00.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of six (6) new 2026 Ford Maverick Trucks for Environmental Health to Allan Vigil Ford-Lincoln of Morrow, GA, in the amount of $223,560.00.

History:
Allan Vigil Ford-Lincoln Govermnet Sales of Morrow, GA in on State contract with Hall County and in good standing.

Facts and Issues:
Allan Vigil Ford-Lincoln Government Sales is on State contract #99999-SPD-SPD0000218-0002.

Options:

Funding Requested	$ 223,560.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-08-10

Approvals:

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

Attachments:

Financial Supplement
Quote

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 600/2026

Funds Requested: $ 223,560.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	350-CAPITAL PROJECTS FUND	5110-HEALTH DEPARTMENT	542200-MOTOR VEHICLES	$223,560.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	5110-HEALTH DEPARTMENT	572001-AGENCY ALLOCATIONS	$-227,500.00
2027	100-GENERAL FUND	1500-GENERAL SERVICES	611001-TRANSFER OUT CAPITAL	$227,500.00
2027	350-CAPITAL PROJECTS FUND	0000 - NOT APPLICABLE	391000-OPERATING TRANSFERS IN	$-227,500.00
2027	350-CAPITAL PROJECTS FUND	5110-HEALTH DEPARTMENT	542200-MOTOR VEHICLES	$227,500.00

Additional Information/Comments:

The $227,500 is the FY 2027 approved amount for vehicle purchases included in the Health Department's full agency allocation of $826,345.

Contact for Questions: KI

Phone: 678-617-4517

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2026 MAVERICK **FWD** **Base Price** **$33,150.00**
Light Duty Truck

99999-SPD-SPD0000218-002

Equipment included in Base price	**Options**	**Price**		**Code**
	SE			
	Spray-in bed Liner	625.00	625.00	96G
2.0L I4 EcoBoost engine	Floor Liners F/R w/o carpet	205.00	205.00	16C
8 Speed Automatic Transmission	XLT PKG	3,675.00		300A
4 Wheel Anti-lock Brakes				
Cruise Control				
4.2" Productivity in dash screen	2.5L Hybrid engine	$2,327.00		993
Power front/rear windows				
Power Door -locks				
2 USB ports	**XL AWD**	2,515.00	2,515.00	100A
8" center stack screenw/standard	XLT AWD	$2,515.00		300A
bluetoothconnectivity &apple car play				
and android auto	Daytime running lights	$95.00	95.00	942
AM/FM sterio w/6 speakers	Rear parking sensors	$350.00	350.00	76B
Key fobs w/2 keys	**Full size spare**	$195.00	195.00	51D
	Trailor Hitch Receiver w/4 pin connector	595.00		60B

Colors Available

	Exterior	Interior	
		Ebony	Navy
B3	Atlas Blue	X	X
G1	Shadow Black	X	X
YZ	Oxford White	X	X
M7	Carbonized Gray	X	X
JS	Iconic Silver	X	X

Added optional equipment	3,985.00
Other vendor added equipment	
Delivery	125.00
Total	$ 37,260.00

FOB Allan Vigil Ford
Delivery: see Region Chart for pricing

Contact person _____

Department _____

Phone Number _____

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

678-364-3998 Phone
800-821-5151 Toll Free
678-364-3910 Fax

AGENDA ITEM

Central Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 597/2026

SUBJECT: Approve the application, award, and any further supplemental funding for the Georgia Environmental Finance Authority's (GEFA) Energy Resilience Grant Program for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center and the Murrayville Library in the amount of $96,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the application, award, and any further supplemental funding for the Georgia Environmental Finance Authority's (GEFA) Energy Resilience Grant Program for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center and the Murrayville Library in the amount of $96,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

History:

Facts and Issues:

Options:

The Georgia Environmental Finance Authority funds the Energy Resilience Grant Program through the U.S. Department of Energy and seeks to provide funds for eligible applicants to initiate and accelerate projects focused on energy resilience in critical facilities.

The Chicopee Woods Agricultural Center and the Murrayville Library serves as a critical community assets, functioning not only as a agricultural center and a public library, but also as designated voting precincts for Hall County voters and as disaster relief warming stations during severe weather events.

A manual transfer switch will ensure minimal power interruption, enabling the agricultural center and library to remain operational and safe for community members when they need it the most.

Funding Requested	$ 14,400.00
Are funds within current budget?	Yes
Source of Funds	Multiple Grant Fund and General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Grants	Submit	Approve	Grants
PS	KI	KI	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Chicopee Woods Feasibility Assessment
2026 DOE GEFA Murrayville Library Application
Murrayville Library Energy Feasibility Assessment
2026 DOE GEFA Chicopee Woods Application
Hall County Hazard Mitigation Plan
GEFA Grant RFP

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 597/2026

Funds Requested: $ 14,400.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grant Fund and General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	1565-BUILDINGS AND MAINTENANCE	331150-FEDERALâ€OPERATING INDIRECT	$-96,000.00
2027	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522200-REPAIRS AND MAINTENANCE	$14,400.00
2027	250-MULTIPLE GRANT FUND	1565-BUILDINGS AND MAINTENANCE	522200-REPAIRS AND MAINTENANCE	$81,600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

Chicopee Woods Agricultural Center – Generator Transfer Switch Feasibility Assessment

To: Kivey@hallcounty.org

Subject: Chicopee Agricultural Center - Generator Transfer Switch Feasibility Assessment

Kivey,

I am putting together a feasibility assessment for a proposed 400-amp manual generator transfer switch at the Chicopee Agricultural Center, located at 1855 Calvary Church Road in Gainesville, Georgia.

Based on the information gathered to date, the following summarizes the facility and the need for the proposed project.

Facility Information

- Facility: Chicopee Agricultural Center
- Address: 1855 Calvary Church Road, Gainesville, Georgia
- Approximately 9,000 square feet
- Existing electrical service: 400 amps, 208 volts, three-phase
- The building is entirely electric, including its heating system
- Heating is provided by electric strip heat

Polling/Election Function

The Chicopee Agricultural Center is used as a polling/voting location. Because elections may take place during the colder months, including November, the facility needs to be capable of remaining operational if commercial electrical service is interrupted by an ice storm, snowstorm, tornado, hurricane, or other severe-weather event.

A prolonged power outage could result in the loss of building heat, lighting, receptacle power, voting equipment, communications, and other electrical systems necessary to operate the polling location.

Maintaining electrical service during an emergency is therefore important to maintaining the facility's ability to serve voters and support election operations.

Emergency Agricultural/Animal Shelter Function

In addition to its use as a polling location, the Chicopee Agricultural Center is also utilized as a State of Georgia emergency equine/large-animal facility.

During a major emergency or natural disaster, such as a hurricane or tornado, the facility can be used as an emergency location for people who need to evacuate horses, cattle, and other large animals.

This additional emergency function increases the importance of maintaining electrical power at the facility during a disaster. Electrical power would be necessary to maintain lighting, heating, receptacles, communications, and other building systems needed to safely operate the facility.

Existing Emergency Generator

Hall County currently owns a portable 250 kW emergency generator that can be transported to the Chicopee Agricultural Center when commercial power is unavailable.

The generator has sufficient capacity to support the building's electrical requirements, including the electric heating system and the electrical loads necessary to maintain operation of the facility.

Proposed Project

The proposed project is the installation of a 400-amp manual transfer switch to provide a permanent and safe connection point for Hall County's portable 250 kW generator.

The proposed transfer switch would be installed outdoors near the existing Georgia Power transformer, approximately 75 feet from the building.

The transfer switch would allow the entire building to be supplied by the portable generator during an emergency power outage. This would eliminate the need to establish temporary individual electrical connections throughout the facility during an emergency and would allow the County to more efficiently deploy its existing emergency generator.

Feasibility

Based on the existing 400-amp, 208-volt, three-phase electrical service, the availability of the County's 250 kW portable generator, and the proposed location of the transfer switch, the project appears to be technically feasible and provides a practical method of utilizing existing County equipment to provide emergency power to the facility.

The project would not require the purchase of a dedicated permanent generator for the

building. Instead, the proposed transfer switch would provide the necessary infrastructure to connect the County's existing portable generator when needed.

The project would improve the facility's ability to maintain heating, lighting, voting equipment, receptacle power, communications, and other necessary electrical functions during a utility outage.

It would also improve the County's ability to maintain the Chicopee Agricultural Center as an emergency large-animal facility during a natural disaster or other statewide emergency.

Final installation details, including equipment specifications, conductor and conduit requirements, grounding and bonding, generator connection requirements, and coordination with Georgia Power, would be verified as part of the final design and installation process.

Conclusion

The proposed 400-amp manual transfer switch represents a practical and cost-effective improvement to an existing County facility that serves two important public functions: an election polling location and an emergency large-animal sheltering facility.

By providing a permanent connection point for Hall County's existing 250 kW portable generator, the project would improve the County's ability to maintain critical operations at the Chicopee Agricultural Center when commercial power is lost because of severe weather or another emergency.

I believe this information provides a solid foundation for the feasibility documentation required for the grant, and I will continue to add any additional information that may be needed.

Thank you,

Kevin

Georgia Environmental Finance Authority

2026 Energy Resilience Grant Program
gefa.georgia.gov
Sign in

Welcome to the Energy Resilience Grant Online Application

Background and Instructions

This program will provide financial assistance and technical support for eligible applicants to initiate and accelerate projects focused on energy resilience in facilities that have equipment or operations that are deemed critical to operate during a power interruption. Applicable facilities can vary from community to community. Requests can be up to $200,000, with a 15 percent cost match required. Additional leveraging of funds is encouraged to maximize the energy-related benefits of a project, such as philanthropy or in-kind. Please note that, due to limited funding, the grants are highly competitive and only a small number of projects may receive a grant award.

For the application to qualify for review, all applicants must have or be in the process of completing a feasibility study, energy assessment, energy audit, or a comparable study. Only one application can be submitted per applicant, and all projects awarded funding must be completed by March 1, 2028. Fully completed applications will be reviewed by GEFA and an advisory board against the general criteria below. Grantee's funds will be on a reimbursement schedule based on invoices submitted for completed work and purchases.

General Criteria/Scoring Method:

- Community benefits and demographic factors - 10 pts max
- Lack of generators or generators in poor shape (If applicable) - 5 pts max
- Applicant's facility used during hurricane and winter weather events in the past five years- 5 pts max
- Feasibility and critical facility justification - 15 pts max
- Project readiness - 5 pts max
    - Maximum total pts - 40

Applicant Information

Application Type: Local governments
Organization Name: Hall County, Georgia
Type of Project: Transfer Switches
Combination Project: N/A
Primary Point of Contact First Name: Sommer
Primary Point of Contact Last Name: Green
Primary Point of Contact Number: 770-297-5503
Primary Point of Contact Email Address: sgreen@hallcounty.org
UEI: 58-6000836
Mailing Address
Street address 1: 2875 Browns Bridge Road
City: Gainesville
ZIP code: 30504
State: Georgia

Facility Information

1. **Facility address**
   Street address 1: 4796 Thompson Bridge Drive
   City: Gainesville
   ZIP code: 30506
   State: Georgia

2. **Main Purpose of the facility:** The main purpose of the Murrayville GA Library is to serve as a center community hub that both supports everyday civic life and provides critical services in times of need to local citizens. As a branch library, it offers access to books, technology, educational programs, and quiet study spaces that support learning and enrichment for residents of all ages. As an official voting precinct, it provides a familiar, accessible, and neutral location where citizens can exercise their right to vote and participate in the democratic process. During extreme cold, it operates as a warming station, offering a safe, heated space where community members can stay warm and protected. In the event of emergencies or natural disasters, the library functions as a disaster relief shelter, providing temporary refuge, information, and essential resources to help stabilize and support affected individuals and families.

3. **Who is your electric utility provider?** Jackson EMC

4. **Do you have at least one year of utility bills for the facility?** Yes

5. **Do you have a list of critical loads for the facility**? Yes

6. **Does the facility currently have an operable backup generator? If so, please describe its condition, age, and fuel type.** The facility does not currently have an operable backup generator. This means that in the event of a power outage, the building would be without emergency electrical power for lighting, heating, or cooling, and critical equipment. As a result, its ability to fully function as a voting precinct, warming station, and disaster relief shelter during utility disruptions would be limited until alternative power arrangements are made.

7. **Do you have architectural, engineering drawings, or site plans for the facility?** No

8. **Does the facility have supported documentation or a feasibility study, energy plan, energy audit, energy assessment, or another official comparable document to support this project? Please state what supporting document you have.** None

9. **Please describe how your critical facility has been impacted by disasters in the past, including how long it's been without power.** The facility has been without power for up to three days in the past due to impacts from tropical storms, ice storms, and tornadoes. These extended outages have disrupted normal operations and have highlighted the building's vulnerability during severe weather events. Prolonged loss of electricity affects lighting, climate control, technology, and the facility's ability to reliably serve as a voting precinct, warming station, and disaster relief shelter during and after such emergencies.

10. **Describe any energy efficiency measures that have been implemented recently, if any, at this facility?** None

Project Information

1. **Provide a detailed description of your proposed project. Include the scope, location, building age, and usage, and other details on how this project will support energy efficiency and resiliency. Additionally, please justify why these buildings are classified as critical facilities in your community.** The Murrayville Library, located at 4796 Thompson Bridge Road, Gainesville, GA 30506, seeks funding to install a manual transfer switch that will allow a portable trailer mounted generator, already owned by Hall County, to be quickly connected to the building and supply temporary power during emergencies. This 32-year-old building serves as a critical community asset, functioning not only as a public library but also as a designated voting precinct for Hall County voters and as a disaster relief warming station during server weather events. Without the ability to rapidly connect backup power, the facility cannot reliably maintain essential services, like lighting, heating or cooling, and basic operations during power outages. Installing a manual transfer switch will ensure minimal power interruption, enabling the library to remain operational and safe for community members when they need it the most.

2. **What is the proposed size of the solar PV system and/or battery for the facility? Do you have an estimated cost for installing this system? (Please note that PV systems exceeding 60kW will require a NEPA review from DOE).** N/A

3. **If applicable, where will the solar PV be physically located? Roof-mount, ground-mount, car parking lot canopy, etc? (Please note if the building is older than 45-years and is subject to a historical preservation review by DOE)** N/A

4. **Explain and provide supporting documents to justify implementing this resiliency project. Acceptable documents can be a feasibility study, energy plan, energy audit, energy assessment, or another official comparable document. Please attach documentation at the end of this application in the uploaded spaces provided.**
   We have added manual transfer switches to many county buildings, and they have proven to be a significant reliable asset by allowing mobile generators to be hooked up quickly and safely. This improvement has reduced downtime during power outages and ensured that essential operations can continue with minimal disruption. By enabling a rapid and secure connection to backup power, these switches help critical facilities return to service in a timely manner, supporting community needs and strengthening our overall emergency preparedness.

5. **Describe your overall resiliency goals for this facility and the community you serve? Does this facility serve another function during major outages or weather events?**
   Our overall goal is to ensure that the Murrayville Library remains fully operational and able to serve the community during major power outages and severe weather events. In addition to its role as a library, this facility also functions as a voting precinct and a designated warming and disaster relief location, making uninterrupted operations especially critical during emergencies. By installing a manual transfer switch, we will significantly reduce the risk of power outage shutdowns and allow a mobile generator to be connected quickly and safely. This improvement will help keep the building open, safe, and functional for residents when they rely on it most.

6. **Please state your project start and end date. All projects MUST be completed by March 1, 2028. By checking this box, you agree to have your project completed by the specified date**.
   Proposed Start Date: 01/01/2027

   Proposed End Date: 06/30/2027

Budget

1. **Please enter the requested amount from GEFA.:** $42,285
2. **Total cost match (15 percent requirement)** $7,465
3. **Total project cost (GEFA amount plus cost match)** $49,750
4. **Please provide any additional budget details below,**

   Hall County, GA Local General Fund

Supporting Documents Required:

Feasibility Study, Energy Plan, Energy Audit, Energy Assessment, or another official comparable document.

Hall County-Hazard Mitigation Plan – FEMA Approved Plan 2022 – 2027 – Full Document.pdf

Other Supporting Documents:

Dehart Murrayville library (transfer switch install) Proposal_23-0390.pdf
Murrayville_Library_Feasibility_Assessment.pdf

DEHART & HILL ELECTRIC, INC

455 Tolbert Street
Cumming, GA. 30040
Office: 678-947-3650
Fax: 678-513-1921

Proposal

August 24, 2026

Hall County

Attention: Lamar Jones
Office: 678-617-4518
Email: ljones@hallcounty.org

PROJECT: Murrayville Library
4796 Thompson Bridge Road
Gainesville, GA 30506

QUOTE: 26-0390

SCOPE: Transfer Switch Installation

SPECIFICALLY INCLUDED:

1 Remove all existing wiring (building will be without power for a week).
2 Intercept the conduit going to the existing main breaker panel.
3 Supply and install a new 400-amp transfer switch.
4 Supply and install a new 400-amp outdoor rated, fused disconnect.
5 Reroute the existing conduit from the transformer to the new outdoor disconnect.
6 Pipe from the disconnect to the new transfer switch.
7 Pipe from the new transfer switch to the existing panel.
8 Install all new wiring from the transfer switch to the new disconnect, to the new transfer switch to the existing panel.
9 Relocate ground to the new exterior disconnect.
10 Supply and install new surge protection as required by the inspector.
11 Provide new stamped drawings to obtain permit (if required).
12 Permit and inspection.

SPECIFICALLY EXCLUDED:

1. Any patching or painting
2. Any existing code violations
3. Anything cut while digging.
4. Replacing conduit from the transformer to the building.

NOTES FOR CLARIFICATION:

- Paid Upon Completion
- One-Year Warranty

DeHart and Hill Electric Propose to install the items listed above for the sum of ……. $49,750.00

- Additional work not listed above and requested by an Authorized representative of the customer will be handled by DeHart and Hill Electric change order policy.

DEHART & HILL
ELECTRIC, INC

455 Tolbert Street
Cumming, GA. 30040
Office: 678-947-3650
Fax: 678-513-1921

- Proposal price valid for **(30)** Calendar days from the date below.
- Copper pricing is subject to change without notice and valid only on this commodity for **(5)** Days.

Payment Terms and Conditions: Payments are due within 30 Days from the invoicing date. Payment to Seller shall not be contingent on third party payments to Purchaser.

Date: **August 24, 2026** Signature: Shawn J Hill

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Signature: _____ Signature: _____

Date: _____ Date: _____

PO #: _____

Murrayville Library – Generator Transfer Switch Feasibility Assessment

To: Kivey@hallcounty.org

Subject: Murrayville Library – Generator Transfer Switch Feasibility Assessment

Kivey,

I am putting together a feasibility assessment for a proposed 400-amp manual generator transfer switch at the Murrayville Branch Library in Hall County, Georgia.

FACILITY INFORMATION

- Murrayville Branch Library, 4796 Thompson Bridge Road, Gainesville, Georgia.
- Existing electrical service: 400 amps, 208 volts, three-phase.
- The facility is heated by natural gas rather than electric strip heat.
- The lower electrical heating demand makes the facility particularly suitable for emergency generator operation during winter weather events.

POLLING/ELECTION FUNCTION

The Murrayville Library is used as a polling/election location. Maintaining electrical power during an outage is important to support voting operations, including lighting, voting equipment, receptacle power, communications, and other necessary electrical systems.

A severe-weather event resulting in a prolonged electrical outage could otherwise interfere with the facility's ability to function as a polling location.

EMERGENCY WARMING STATION

The Murrayville Library can also serve as a community warming station during severe winter weather and extended power outages.

There is no other warming station within approximately five miles of this County facility. This makes the ability to provide a reliable, heated location for residents particularly important during a winter emergency.

Because the building uses natural-gas heat, emergency generator power can be used primarily to maintain the electrical systems necessary to operate the facility while the existing gas heating system provides the required heat.

EXISTING EMERGENCY GENERATOR

Hall County has a 200 kW portable emergency generator available for deployment to this facility during an emergency.

The proposed transfer switch would provide a permanent and safe connection point for the County's portable generator rather than requiring temporary electrical connections to be established during an emergency.

PROPOSED PROJECT

The proposed project is the installation of a 400-amp manual generator transfer switch.

The transfer switch would be installed outdoors near the existing electrical transformer, approximately 50 feet from the building.

This arrangement would provide a readily accessible connection point for the Hall County portable generator and allow emergency power to be transferred to the building when commercial utility power is unavailable.

FEASIBILITY

Based on the existing 400-amp, 208-volt, three-phase electrical service, the availability of a Hall County 200 kW portable generator, the proposed location approximately 50 feet from the building, and the facility's natural-gas heating system, the proposed transfer-switch installation appears to be a practical and feasible method of providing emergency power to the facility.

The project would utilize an existing County-owned generator rather than requiring the purchase of a dedicated permanent generator.

The proposed system would improve the County's ability to maintain the Murrayville Library as: (1) a functioning public facility; (2) a polling/election location; and (3) a community warming station during severe winter weather and extended power outages.

The final installation would require verification of the existing service configuration, transfer-switch specifications, conductor and conduit requirements, grounding and bonding, generator connection requirements, and coordination with the electrical utility as applicable.

CONCLUSION

The proposed 400-amp manual transfer switch would provide a practical and cost-effective means of utilizing Hall County's existing 200 kW portable generator to provide emergency electrical power to the Murrayville Library.

The project would enhance the County's emergency preparedness by allowing this facility to continue supporting election operations and providing a warming location for residents during severe weather and power outages.

I believe this provides a strong preliminary foundation for the feasibility documentation required for the grant.

Thank you,

Kevin

Georgia Environmental Finance Authority

2026 Energy Resilience Grant Program

gefa.georgia.gov

Welcome to the Energy Resilience Grant Online Application

Background and Instructions

This program will provide financial assistance and technical support for eligible applicants to initiate and accelerate projects focused on energy resilience in facilities that have equipment or operations that are deemed critical to operate during a power interruption. Applicable facilities can vary from community to community. Requests can be up to $200,000, with a 15 percent cost match required. Additional leveraging of funds is encouraged to maximize the energy-related benefits of a project, such as philanthropy or in-kind. Please note that, due to limited funding, the grants are highly competitive and only a small number of projects may receive a grant award.

For the application to qualify for review, all applicants must have or be in the process of completing a feasibility study, energy assessment, energy audit, or a comparable study. Only one application can be submitted per applicant, and all projects awarded funding must be completed by March 1, 2028. Fully completed applications will be reviewed by GEFA and an advisory board against the general criteria below. Grantee's funds will be on a reimbursement schedule based on invoices submitted for completed work and purchases.

General Criteria/Scoring Method:

- Community benefits and demographic factors - 10 pts max
- Lack of generators or generators in poor shape (If applicable) - 5 pts max
- Applicant's facility used during hurricane and winter weather events in the past five years- 5 pts max
- Feasibility and critical facility justification - 15 pts max
- Project readiness - 5 pts max
    - Maximum total pts - 40

Applicant Information

Application Type: Local governments
Organization Name: Hall County, Georgia
Type of Project: Transfer Switches
Combination Project: N/A
Primary Point of Contact First Name: Sommer
Primary Point of Contact Last Name: Green
Primary Point of Contact Number: 770-297-5503
Primary Point of Contact Email Address: sgreen@hallcounty.org
UEI: 58-6000836
Mailing Address

Street address 1: 2875 Browns Bridge Road City: Gainesville
ZIP code: 30504
State: Georgia

Facility Information

1. **Facility address:**
   Street address 1: 1855 Calvary Church Road
   City: Gainesville
   ZIP code: 30506 State: Georgia

2. **Main Purpose of the facility:**
   The main purpose of the Chicopee Woods Agricultural Center in Hall County, Georgia is to serve as a multi-use public facility that supports both the agricultural events and community needs. It hosts equestrian and livestock events, agricultural exhibitions, and other community programs, and serves as a voting precinct. In emergencies, it can be used as a disaster relief shelter and a warming center, making it an important hum for both everyday activities and public safety in Hall County.

3. **Who is your electric utility provider?** Georgia Power

4. **Do you have at least one year of utility bills for the facility?** Yes

5. **Do you have a list of critical loads for the facility**? Yes

6. **Does the facility currently have an operable backup generator? If so, please describe its condition, age, and fuel type.** Currently Chicopee Woods Agricultural Center in Hall County, Georgia does not have an operable backup generator.

7. **Do you have architectural, engineering drawings, or site plans for the facility?** No

8. **Does the facility have supported documentation or a feasibility study, energy plan, energy audit, energy assessment, or another official comparable document to support this project? Please state what supporting document you have.** None

9. **Please describe how your critical facility has been impacted by disasters in the past, including how long it's been without power.** The Chicopee Woods Agricultural Center has been repeatedly affected by severe weather, including tropical storms, ice storms, and tornadoes that have caused power outages lasting more than three days. During these events, its role as a disaster relief shelter, and warming center is especially important for residents to have an operable backup generator.

10. **Describe any energy efficiency measures that have been implemented recently, if any, at this facility?** In 2022, the Chicopee Woods Agricultural Center Implemented key energy efficiency improvements focused on lighting, with Hall County approving the replacement of existing fixtures with high efficiency LED lighting. These upgrades reduce energy use, lower operating costs, and improve lighting quality throughout the facility.

Project Information

1. **Provide a detailed description of your proposed project. Include the scope, location, building age, and usage, and other details on how this project will support energy efficiency and resiliency. Additionally, please justify why these buildings are classified as critical facilities in your community.** The proposed project at the Chicopee Woods Agriculture Center will add a transfer switch to a 45-year-old building to safely connect a backup generator. This heavily used community facility hosts agricultural and community events, serves as a voting precinct, and operates as a disaster relief shelter and warming center. The transfer switch will improve energy efficiency by directing generator power to essential systems and preventing unsafe connections. By keeping critical functions operating during extended power outages this greatly increases resilience at this community hub by making it safer and more reliable.

2. **What is the proposed size of the solar PV system and/or battery for the facility? Do you have an estimated cost for installing this system? (Please note that PV systems exceeding 60kW will require a NEPA review from DOE).** N/A

3. **If applicable, where will the solar PV be physically located? Roof-mount, ground-mount, car parking lot canopy, etc? (Please note if the building is older than 45-years and is subject to a historical preservation review by DOE).** N/A

4. **Explain and provide supporting documents to justify implementing this resiliency project. Acceptable documents can be a feasibility study, energy plan, energy audit, energy assessment, or another official comparable document. Please attach documentation at the end of this application to the uploaded spaces provided.** Hall County has added manual transfer switches to many county buildings, and they have proven to be a significant reliable asset by allowing mobile generators to be hooked up quickly and safely. This improvement has reduced downtime during power outages and ensured that essential operations can continue with minimal disruption. By enabling a rapid and secure connection to backup power, these switches help critical facilities return to service in a timely manner, supporting community needs and strengthening our overall emergency preparedness.

5. **Describe your overall resiliency goals for this facility and the community you serve? Does this facility serve another function during major outages or weather events?** Hall County's overall resiliency goals for the Chicopee Woods Agriculture Center and the surrounding community focus on keeping this critical facility safe, powered, and operational during emergencies so it can function as a voting precinct, disaster relief shelter, and warming center. By adding backup power infrastructure and improving reliability, the county aims to protect vulnerable residents during severe weather, continue progress of government and election operations, and preserve a community hub that supports both emergency response and everyday public use.

6. **Please state your project start and end date. All projects MUST be completed by March 1, 2028. By checking this box, you agree to have your project completed by the specified date.**

   Proposed Start Date: 01/01/2027

   Proposed End Date: 06/30/2027

Budget

1. **Please enter the requested amount from GEFA.:** $39,312
2. **Total cost match (15 percent requirement):** $6,938
3. **Total project cost (GEFA amount plus cost match):** $46,250
4. **Please provide any additional budget details below, Source of cost match:**

    Hall County, GA Local General Fund

Supporting Documents Required:

Feasibility Study, Energy Plan, Energy Audit, Energy Assessment, or another official comparable documents.

Hall County-Hazard Mitigation Plan – FEMA Approved Plan 2022 – 2027 – Full Document.pdf

Other Supporting Documents:

Dehart Chicopee Ag Center (transfer switch install) Proposal_26_0393.pdf

DEHART & HILL ELECTRIC, INC

455 Tolbert Street
Cumming, GA. 30040
Office: 678-947-3650
Fax: 678-513-1921

Proposal

August 24, 2026

Hall County

Attention: Lamar Jones
Office: 678-617-4518
Email: ljones@hallcounty.org

PROJECT: Chicopee Agricultural Center-Activity Hall
1855 Calvary Church Road
Gainesville, GA 30507

QUOTE: 26-0393

SCOPE: Transfer Switch Installation

SPECIFICALLY INCLUDED:

1 Remove all existing wiring (building will be without power for a week).
2 Intercept the conduit going to the existing main breaker panel.
3 Supply and install a new 400-amp transfer switch.
4 Supply and install a new 400-amp outdoor rated, fused disconnect.
5 Reroute the existing conduit from the transformer to the new outdoor disconnect.
6 Pipe from the disconnect to the new transfer switch.
7 Pipe from the new transfer switch to the existing panel.
8 Install all new wiring from the transfer switch to the new disconnect, to the new transfer switch to the existing panel.
9 Relocate ground to the new exterior disconnect.
10 Supply and install new surge protection as required by the inspector.
11 Provide new stamped drawings to obtain permit (if required).
12 Permit and inspection.

SPECIFICALLY EXCLUDED:

1. Any patching or painting
2. Any existing code violations
3. Anything cut while digging.
4. Replacing conduit from the transformer to the building.

NOTES FOR CLARIFICATION:

- Paid Upon Completion
- One-Year Warranty

DeHart and Hill Electric Propose to install the items listed above for the sum of ……. $46,250.00

- Additional work not listed above and requested by an Authorized representative of the customer will be handled by DeHart and Hill Electric change order policy.

DEHART & HILL
ELECTRIC, INC

455 Tolbert Street
Cumming, GA. 30040
Office: 678-947-3650
Fax: 678-513-1921

- Proposal price valid for **(30)** Calendar days from the date below.
- Copper pricing is subject to change without notice and valid only on this commodity for **(5)** Days.

Payment Terms and Conditions: Payments are due within 30 Days from the invoicing date. Payment to Seller shall not be contingent on third party payments to Purchaser.

Date: **August 24, 2026** Signature: Shawn J Hill

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Signature: _____ Signature: _____

Date: _____ Date: _____

PO #: _____

HALL COUNTY HAZARD MITIGATION PLAN UPDATE 2022 - 2027

Hall County Emergency Management Agency

Lux Mitigation and Planning Corp.

Hall County, Georgia

Hazard Mitigation Plan Update

2022 – 2027

Prepared for the Hall County Board of Commissioners

2875 Browns Bridge Road

Gainesville, Georgia 30504

770.535.8288

www.hallcounty.org

Hall County's
Hazard Mitigation Plan Update 2022

This document was funded in part by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Planning Grant awarded to Hall County, Georgia, through the Georgia Emergency Management Agency (GEMA) to fulfill the requirements of the Federal Disaster Mitigation Act of 2000 (DMA 2000). Hall County's 2017 Hazard Mitigation Plan was updated by the Hall County Hazard Mitigation Plan Update Committee and was prepared by Lux Mitigation and Planning Corp. For additional information, please contact Hall County Emergency Management Agency.

Director Casey Ramsey
Hall County Emergency Management Agency
470 Crescent Drive
Post Office Box 907730
Gainesville, Georgia 30501
ema@hallcounty.org
770.536.3132

Adoption Resolution – Hall County

RESOLUTION – HALL COUNTY, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Board of Commissioners of Hall County, Georgia, that:

1) Hall County, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Board of Commissioners of Hall County, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Chairperson County Clerk

Adoption Resolution – Hall County Municipalities

Requirement §201.6(c)(5)

RESOLUTION – CITY OF BRASELTON, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Braselton, Georgia, that:

1) The City of Braselton, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Braselton, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF BUFORD, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Buford, Georgia, that:

1) The City of Buford, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Buford, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF FLOWERY BRANCH, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Flowery Branch, Georgia, that:

1) The City of Flowery Branch, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Flowery Branch, Georgia, in regular session this ____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF GAINESVILLE, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Gainesville, Georgia, that:

1) The City of Gainesville, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Gainesville, Georgia, in regular session this ____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF GILLSVILLE, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Gillsville, Georgia, that:

1) The City of Gillsville, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Gillsville, Georgia, in regular session this ____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF LULA, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Lula, Georgia, that:

1) The City of Lula, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Lula, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – CITY OF OAKWOOD, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and City Council of Oakwood, Georgia, that:

1) The City of Oakwood, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Oakwood, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Mayor City Clerk

RESOLUTION – TOWN OF CLERMONT, GEORGIA

HALL COUNTY HAZARD MITIGATION PLAN 2022

WHEREAS, Hall County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan 2022 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Mayor and Town Council of Clermont, Georgia, that:

1) The Town of Clermont, Georgia, has adopted the Hall County Hazard Mitigation Plan 2022; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Clermont, Georgia, in regular session this _____ day of _____, 2022.

_____ _____

Mayor Town Clerk

Preface

Mitigation Vision for the Future

Emergency Managers succeed or fail based on how well they follow the following fundamental principles of emergency management, mitigation, preparedness, response, and recovery. Purposefully, our emergency management forefathers put the word mitigation first as a "means" to prevent or minimize the effects of disasters.

Mitigation is commonly defined as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Hazard mitigation focuses attention and resources on community policies and actions that will produce successive benefits over time. A mitigation plan states the aspirations and specific courses of action that a community intends to follow to reduce vulnerability and exposure to future hazard events. These plans are formulated through a systematic process centered on the participation of citizens, businesses, public officials, and other community stakeholders.

Mitigation forms, or should form, the very foundation of every emergency management agency. To reduce, minimize, or eliminate hazards in their communities, emergency management agencies adopt and implement mitigation practices. The Federal DMA 2000 sets the benchmark and outlines the criteria for communities with the vision to implement hazard mitigation practices in their communities.

Hall County and its municipalities realize the benefits achieved by the development and implementation of mitigation plans and strategies in their community. Hall County's elected officials, public safety organizations, planners, and many others have proven that by working together towards the development and implementation of this plan, they can reduce the loss of life and property in their communities.

The jurisdictions covered by this plan include the following:

Hall County
City of Braselton
City of Buford
City of Flowery Branch
City of Gainesville
City of Gillsville
City of Lula
City of Oakwood
Town of Clermont

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CHAPTER ONE
–
INTRODUCTION

Summary of Updates for Chapter One

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2017.

Chapter 1 Section	Updates
Introduction	• Identification of Mitigation Goals
Authority	• Verbiage updated
Funding	• New Section – Not a standalone section in 2017 Plan
Scope	• New Section – Not a standalone section in 2017 Plan
Purpose	• Verbiage updated
Consistency with Federal Guidelines	• Verbiage updated
Plan Review	• Verbiage updated • Updated mitigation meeting dates for 2021-2022 planning process
Hazard Mitigation Plan Update Committee	• Updated committee list with the 2021-2022 planning participants • Updated to meet Federal guidelines
Public Participation	• Updated to match the 2021-2022 planning process
Multi-Jurisdictional Considerations	• Updated with requirement descriptions
Incorporation of Existing Plans, Studies, and Resources	• Updated with new plan, study, and resource incorporations

Introduction

The Hall County Hazard Mitigation Plan Update is the first phase of a multi-hazard mitigation strategy for the entire community. This Plan encourages cooperation among various organizations and crosses political sub-divisions. As written, this Plan fulfills the requirements of the Federal DMA 2000. DMA 2000 provides federal assistance to state and local emergency management agencies and other disaster response organizations to reduce damage from disasters. The Act is administered by GEMA and FEMA.

It is important that state and local government, public-private partnerships, and community citizens can see the results of these mitigation efforts; therefore, the goals and strategies need to be achievable. Hall County's Hazard Mitigation Plan Update Committee adopted the following goals during plan development:

GOAL 1 Maximize the use of all resources by promoting intergovernmental coordination and partnerships in the public and private sectors

GOAL 2 Harden communities against the impacts of disasters through the development of new mitigation strategies and strict enforcement of current regulations that have proven effective

GOAL 3 Reduce and, where possible, eliminate repetitive damage, loss of life and property from disasters

GOAL 4 Bring greater awareness throughout the community about potential hazards and the need for community preparedness

This plan complies with all requirements and scope of work as described in Hall County's Hazard Mitigation Grant application.

Authority

In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. The DMA 2000 is the latest legislation to improve the planning aspect of that process; it reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. The DMA 2000 establishes a pre-disaster hazard mitigation program and designates new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). Section 322 identifies the new requirements for planning activities and increases the amount of HMGP funds available to states that have developed a comprehensive mitigation plan prior to the disaster.

State and local communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds. Local mitigation plans must demonstrate that their proposed mitigation measures are based on a sound planning process that accounts for the risk to and the capabilities of the individual communities. To implement the new DMA 2000 requirements, FEMA prepared an Interim Final Rule, published in the Federal Register on February 26, 2002, at 44 CFR Parts 201 and 206, which establishes planning and funding criteria for states and local communities.

Developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans, Hall County's Updated Hazard Mitigation Plan will be brought forth to each participating jurisdiction in Hall County to be formally adopted. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules, and legislation:

Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and

FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

Scope

The scope of the Hall County Hazard Mitigation Plan Update encompasses all areas of Hall County, including municipalities. The Plan identifies natural and technological hazards that could threaten life and property in Hall County. The scope of this Plan includes both short and long-term mitigation strategies with implementation and possible sources of project funding.

The Hazard Mitigation Plan Update is organized to incorporate the requirements of Interim Final Rule 44 CFR 201.4.

Chapter One includes an overview of the Hazard Mitigation Plan Update, the overall goals of the plan, and details of the planning process as required by Interim Final Rule 44 CFR 201.4(c)(1).

Chapter Two of the Plan details the Hall County profile, including the demographics, municipalities, and history of the county.

Chapter Three identifies the risk assessment process, past natural hazard events with associated losses, and current natural hazard risks. Potential losses are also analyzed as required by Interim Final Rule 44 CFFR 201.4(c)(2). Additionally, Chapter Three identifies and analyzes potential technological hazards faced by Hall County.

Chapter Four identifies Hall County's hazard mitigation goals and objectives, mitigation strategies and actions, and sources of potential funding for mitigation projects as required by Interim Final Rule 44 CFR 201.4(c)(3).

Chapter Five identifies the maintenance and implementation strategies for the Plan. The process for evaluation of the Hazard Mitigation Plan implementation progress is also detailed as required by Interim Final Rule 44 CFR 201.4(c)(4) and (5).

Funding

Hall County was awarded a $32,000 Hazard Mitigation Planning Grant by FEMA through GEMA for the update of Hall County's 2017 Hazard Mitigation Plan. FEMA contributed 75% toward the total cost of the Plan Update. The Hazard Mitigation Planning Grant required a 25% match by Hall County. This match was fulfilled entirely (100%) by In-Kind contributions; time spent by county and municipal employees, local stakeholders, representatives from organizations, and citizen volunteers updating the Plan was provided instead of cash from the County's budget.

Purpose

The purpose of the Hall County Hazard Mitigation Plan Update is to:

- Protect life, promote safety, and preserve property by reducing the potential for future damages and economic losses that result from natural and technological hazards;
- Make communities in Hall County safer places to live, work, and play;
- Qualify for grant funding in both the pre-disaster and post-disaster environments;
- Speed the recovery and redevelopment process following future disaster events;
- Demonstrate a firm local commitment to hazard mitigation principles; and
- Comply with state and federal legislative requirements for local multi-jurisdictional hazard mitigation plans.

Consistency with Federal and State Mitigation Policies

The Plan is intended to enhance and complement state and federal recommendations for the mitigation of natural and technological hazards in the following ways:

- Substantially reduce the risk of life, injuries, and hardship from the destruction of natural and technological disasters on an ongoing basis;
- Create greater public awareness about the need for individual preparedness and about the need to build safer, more disaster resistant communities;
- Develop strategies for long-term community sustainability during community disasters; and
- Develop governmental and business continuity plans that will continue essential private sector and governmental activities during disasters.

FEMA publishes several guidance documents for local governments on mitigating natural disasters. The updated Hall County Hazard Mitigation Plan recognizes, adopts, incorporates, and endorses the following principles:

- Develop a strategic mitigation plan for Hall County;

- Enforce current building codes;
- Develop incentives to promote mitigation;
- Incorporate mitigation of natural hazards into land use plans;
- Promote awareness of mitigation opportunities and programs throughout our community on a continual basis; and
- Identify potential funding sources for mitigation projects.

The private sector is often an overlooked segment of the community during disasters. It is vital that this sector of a community is included in mitigation efforts that are consistent with state and federal recommendations, such as the following:

- Develop mitigation incentives with insurance agencies and lending institutions;
- Encourage the creation of a business continuity plan for the continuance of commerce during and following a disaster; and
- Partner with local businesses to educate customers about potential hazards in the community and possible mitigation ideas.

Individual citizens must be made aware of the hazards they may encounter. Additionally, they must be educated on how to protect themselves from the hazards they face. They must be shown that mitigation is an important part of reducing loss of life and property in their community. Their support is critical to the success of any mitigation effort. The updated Hall County Hazard Mitigation Plan supports the following FEMA recommendations regarding individual citizens:

- Become educated on the hazards that may impact your community;
- Become part of the process by supporting and encouraging mitigation programs that reduce vulnerability to disasters; and,
- An individual's responsibility is to safeguard his/her family, as well as themselves, prior to a disaster event.

Plan Review

Requirement §201.6(c)(1)

The contractor, Lux Mitigation and Planning, had the primary responsibility for collecting updated information and presenting pertinent data to the Plan Update Committee. An online, Dropbox folder was created for Hall County's Plan Update. The approved 2017 Hazard Mitigation Plan was uploaded to the Dropbox folder, and the link to the folder was emailed to all members of the Hazard Mitigation Plan Update Committee. Each chapter of the 2017 Plan was reviewed. Hazard vulnerability and risk assessment data was updated, as was critical infrastructure information.

Special attention and consideration were given to the review and edit of mitigation strategies listed in the 2017 Plan. The Plan Update Committee examined each strategy and determined whether the strategy had been completed, needed to be modified, was in progress, or no longer applied. The Committee was highly encouraged to create new mitigation strategies to meet the current needs of the county and municipalities. Mitigation strategies from other Georgia counties were reviewed to help with the creation of new strategies. When the Committee agreed a new mitigation action would be beneficial, it was tailored to Hall County's needs and was included in the 2022 Plan. The contractor sent the Committee, including sporadically attending participants, regular emails which contained a Dropbox link to the most updated version of the Plan and encouraged the Committee to thoroughly critique each version.

Hazard Mitigation Plan Update Committee Meeting Dates

Tuesday, October 19, 2021	Hazard Mitigation Introduction; Hazard Identification and Prioritization
Wednesday, November 3, 2021	Update Critical Facilities Information; Community Risk Assessment Analysis; Review and Edit 2017 Mitigation Strategies;
Thursday, December 2, 2021 (Morning Session)	Continue to Review and Edit 2017 Mitigation Strategies; Identify New Mitigation Strategies
Thursday, December 2, 2021 (Afternoon Session)	Continue to Review and Edit 2017 Mitigation Strategies; Identify New Mitigation Strategies
Wednesday, December 8, 2021	Review and Discuss 2022 Hazard Mitigation Plan - Draft; Update Plan Distribution List; Discuss Available Hazard Mitigation Grants

Each section of Hall County's 2017 Hazard Mitigation Plan has been revised in some manner. Therefore, a summary of those changes will be listed in the first section of each chapter. Significant additions/modifications to this Plan include the following:

- Addition of Earthquakes to Natural Hazards
- Addition of Tropical Cyclones to Natural Hazards
- Addition of Landslide/Sinkhole to Natural Hazards
- Addition of Transportation Incidents to Technological Hazards
- Addition of Terrorism to Technological Hazards
- Addition of Infrastructure Failure to Technological Hazards
- Addition of Emergent Infectious Disease to Technological Hazards

Hazard Mitigation Plan Update Participants

Requirement §201.6(b)(2)

The following 69 participants contributed to the update of Hall County's 2017 Hazard Mitigation Plan: *(in alphabetical order)*

Chris Armstrong
Fire Chief
Hall County Fire Department

Glennis Barnes
Area Manager
Georgia Power Company

Todd Beebe
Deputy Director
City of Gainesville - Public Services

Dennis Bergin
City Manager
City of Lula

Andy Betancourt
Safety and Security Assistant
Hall County Schools

Stoney Bowles
Deputy Chief of Operations
Hall County Fire Department

Zachary Brackett
Operations and Special Projects Manager
Hall County Emergency Management and Homeland Security

Daniel O. Branch
Director/Chief
City of Buford - Department of Public Safety

Kevin R. Buecker
Field Supervisor
Hall County Animal Control

Donna Sue Campbell
Healthcare Coalition Facilitator
Georgia Department of Public Health, District 2

Stephen Carey
Police Officer
Lanier Technical College Police Department

Todd Casper
Lieutenant; Special Operations; Traffic Unit
Hall County Sheriff's Office

Sheri Chapman
Police Officer; Emergency Preparedness Coordinator
University of North Georgia - Department of Public Safety

Katie Crumley
Public Information Officer
Hall County Government

Matthew Crumpton
Emergency Preparedness Manager
Northeast Georgia Health System

Mallory Danner
Emergency Management Specialist Planner
Hall County Emergency Management and Homeland Security

Cassandra Davidson
Environment of Care Coordinator
North Georgia Health System

Walt Davis
Warden/Director of Maintenance
Hall County Corrections and Maintenance

John Dawson
Sergeant
Hall County Sheriff's Office

Donald "Don" E. Dye
Assistant Director
City of Gainesville – Department of Water Resources

Tim Drake
Battalion Captain
Hall County Fire Services

Latisha Flesher
Director
Hall County Department of Family and Children Services

Andrea Gaines
Nurse Manager
Hall County Health Department

Trey Garcia
Supervisor
Hall County Animal Services

Jorge Gomez
Assistant County Engineer
Hall County Public Works and Utilities

Kelly Hairston
County Manager
Hall County Environmental Health

Timothy P. Hatch
Chief of Police
City of Oakwood - Police Department

Sandra Helton
City Clerk
City of Gillsville

Jimmy Hightower
Superintendent
Hall County Road Maintenance

Kevin Holbrook
Lieutenant
City of Gainesville - Police Department

Christopher Hulsey
Chief
City of Flowery Branch – Police Department

Shane Kinsey
Battalion Chief
Hall County Fire Services

Bryan Lackey
City Manager
City of Gainesville

Amanda Letson
Director
Hall County 911

Michael Little
Director
Hall County Parks and Community Services

Anabel Lopez-Ortiz
Secretary
Hall County Road Maintenance

Michael Martin
Captain
City of Gainesville - Police Department

Sarah McQuade
Director
Hall County Planning and Development

Franklin "Frank" P. Miller, P.E.
Engineer
Hall County Engineering Division

Khip Miller
Marshal
Hall County Marshal's Office

Angela Moore
Operations Manager
Hall County 911

Bill Nash
Assistant Director
Hall County Public Works and Utilities

James E. Nix
Mayor
Town of Clermont

Mark Palen
Director of Emergency Preparedness
Georgia Department of Public Health – District 2

Tal Parden
Captain
City of Oakwood - Police Department

Jay Parrish
Chief of Police
City of Gainesville – Police Department

Chad Payne
Fire Marshal
City of Gainesville - Fire Department

Jeremy Pickett
Emergency Management Specialist
Hall County Emergency Management and Homeland Security

Casey Ramsey
Director
Hall County Emergency Management and Homeland Security

Tommy Rogers
Superintendent
City of Clermont - Maintenance Department

Chris Rotalsky
Director
City of Gainesville Public Works

Douglas Shadburn
Assistant Superintendent
Hall County Road Maintenance

Nicholas "Nick" Shirley
Computer Aided Dispatch (CAD) Manager
Hall County 911

Doug Smith
District Engineering Supervisor
Jackson Electric Membership Cooperative

Kathryn Smith
Interim Associate Director, Emergency Preparedness
University of North Georgia

Ladette Smith
Administrative Secretary
Hall County Road Maintenance

Nathan Smith
Operations Supervisor
Hall County Landfill

Jason Spencer
Director
City of Oakwood – Public Works

Brian Stewart
Digital Media Specialist
Hall County Government

Eric Stover
Training Chief
City of Gainesville – Fire Department

Johnnie Vickers
Director of Solid Waste
Hall County Public Works and Utilities

Gentry Wade
Safety Officer and Emergency Management
City of Buford – Department of Public Safety

Steve Watson
Director
Hall County Tax Assessors Office

Sandy Weinel
Town Engineer
Town of Braselton

Adam Welker
Senior PC Technician
Hall County Management Information Systems

Bill Whidden
Director
City of Flowery Branch – Public Works

Rod Wilson
Battalion Chief
Hall County Fire Services

Tim Woodward
Deputy Chief of Preparedness
Hall County Fire Services

Srikanth Yamala
Director
Hall County Public Works and Utilities

Kevin York
Senior Network Administrator
Hall County Management Information Systems

Natasha Young
Public Information Officer
Georgia Department of Public Health - District 2

The Plan Update Committee relied on their consultant to guide them through the update process. During meetings, the participants had productive discussions, expanded their professional networks, asked thoughtful questions, made important decisions, and provided critical input during key stages in the update process.

Efforts were made to involve all county and municipal departments, as well as community organizations and local businesses, which may have a role in the implementation of mitigation actions and/or policies. These efforts included sending invitations via email to attend the Kick-off Meeting, sending reminder emails before each upcoming meeting, emailing pertinent information throughout the process, and requesting the review and critique of each chapter in the updated Plan.

The municipalities of Braselton and Gillsville did not have direct representation who attended meetings of the Hall County Hazard Mitigation Planning Committee. Both municipalities were included in all communication regarding the planning process,

invitation emails, and drafts sent by both Lux Mitigation and Planning and Hall County Emergency Management Agency.

In September 2022, Braselton and Gillsville were provided a "City/Town Worksheet" and a copy of the updated Hall County Hazard Mitigation Plan to ensure their participation in the process and their review of the document. Upon completion, information provided by the municipalities, including capabilities and services, notable past hazard events, and any new municipal-specific strategies were added to the 2022 Hall County Hazard Mitigation Plan. Sandy Weinel, the Braselton Town Engineer, and Sandra Helton, the City Clerk of Gillsville, completed this participation document on behalf of their municipalities. This incorporation process was completed in October 2022.

All neighboring counties – Banks, Barrow, Dawson, Forsyth, Gwinnett, Habersham, Jackson, Lumpkin, and White – were invited to meetings of the Hall County Hazard Mitigation Plan Update committee and asked to peer review the 2022 Mitigation Plan draft. The Plan was sent to each County EMA office. Hall County had significant support and contribution to the Hazard Mitigation Plan Update process from surrounding jurisdictions.

Public Participation

Requirement §201.6(b)(1)
State Requirement Element F2

Public awareness is a key component of any community's overall mitigation strategy. As citizens become more involved in decisions that affect their safety, they may develop a greater respect for the natural hazards present in their community, and thus, may take the steps necessary to reduce potential impacts of those hazards.

The following local organizations and businesses participated in the update of Hall County's 2017 Mitigation Plan: Georgia Power, Jackson EMC, Lanier Technical College, Northeast Georgia Health System, and the University of North Georgia

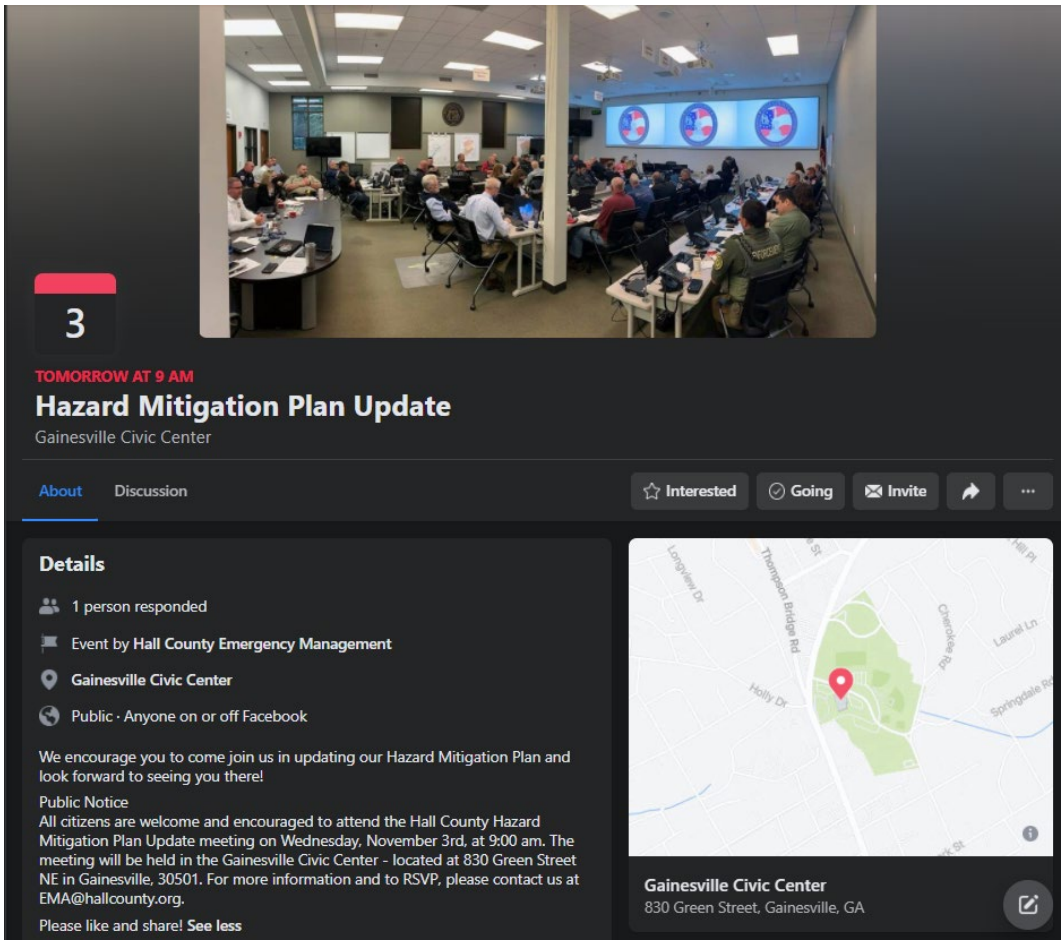
The Plan Update Committee took it upon themselves to ensure the processes undertaken for the development, implementation, and maintenance of the 2022 Hazard Mitigation Plan adequately considered public needs and viewpoints.

A list of public outreach initiatives can be found below:

- Email reminders were sent to all Plan Update Committee members, as well as other stakeholders, prior to every meeting. Recipients were encouraged to share the meeting invitation with anyone they thought would be an asset to the Plan Update process or anyone who may want to learn more about what a Hazard Mitigation Plan is.
- A Public Meeting was held on November 3, 2021 in conjunction with the regularly scheduled meeting of the Hall County Hazard Mitigation Plan Update Committee. This meeting was advertised through multiple medium, including on the Hall County Emergency Management Facebook page. No members of the public attended and no public feedback was provided.
- A Public Meeting was held on December 8, 2021 in conjunction with the regularly scheduled meeting of the Hall County Hazard Mitigation Plan Update Committee. This meeting was advertised through multiple medium, including on the Hall County Emergency Management Facebook page.

Documentation of Public Meeting Notice

Public Meeting Notice (Hall County EMA Facebook Page – November 3, 2021 Meeting)



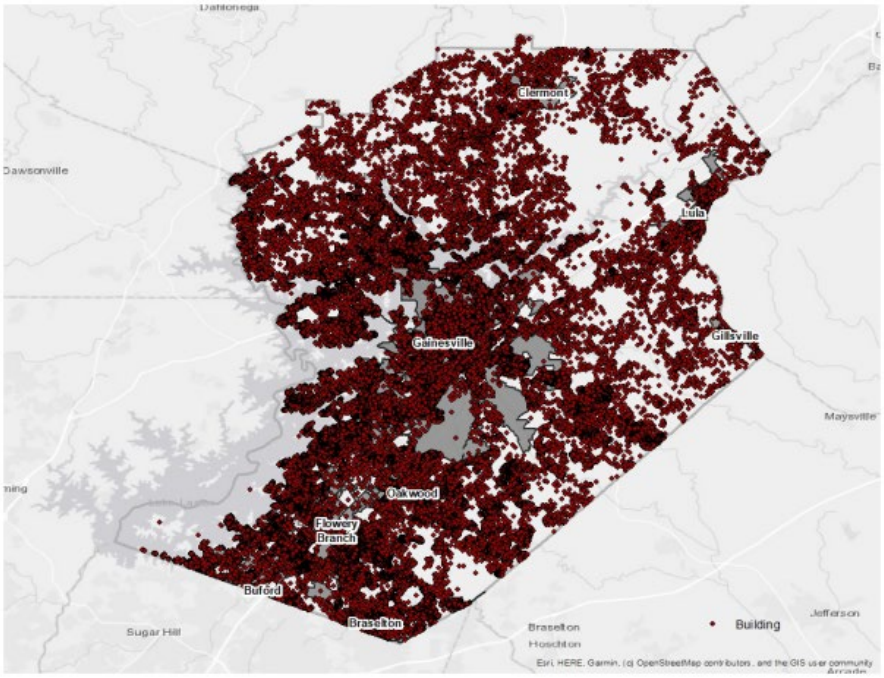
Public Meeting Notice (Hall County EMA Facebook Page – December 8, 2021 Meeting)

Multi-Jurisdictional Considerations

FEMA does not require cities and towns to adopt a local Hazard Mitigation Plan. However, the Federal DMA 2000 requires that all municipalities, wishing to be eligible to receive Hazard Mitigation Grants through FEMA, must adopt a local multi-hazard mitigation plan and must update that plan every five years. Hall County's most recent Hazard Mitigation Plan was approved by FEMA in December 2018. The 2022 Mitigation Plan is the third five-year update. This FEMA-approved 2022 Hazard Mitigation Plan makes Hall County, the City of Braselton, the City of Buford, the City of Flowery Branch, the City of Gainesville, the City of Gillsville, the City of Lula, the City of Oakwood, and the Town of Clermont eligible for FEMA's Hazard Mitigation Grant Program, Flood Assistance Mitigation Grants, and Pre-Disaster Mitigation Grants.

As set forth by Georgia House Bill 489, the Emergency Management Agency is the implementing agency for projects pertaining to hazard mitigation. Hall County is dedicated to work in the best interests of the County, as well as its municipalities. A few mitigation strategies in Hall County's 2022 Mitigation Plan apply to a specific municipality. Unless noted otherwise, mitigation strategies apply equally to all jurisdictions. During the creation and update of this Plan, Hall County Emergency Management Agency solicited and received participation from the following Hall County municipalities: Braselton, Buford, Flowery Branch, Gainesville, Gillsville, Lula, Oakwood, and Clermont.

Distribution of Buildings in Hall County



Source: 2022 Hall County HAZUS Report

Incorporation of Existing Plans, Studies, and Resources

Requirement §201.6(b)(3)

State Requirement Element F3

Existing Plans

2017 Hall County Pre-Disaster Hazard Mitigation Plan
2019 State of Georgia Hazard Mitigation Plan
2014 State of Georgia Hazard Mitigation Plan
Hall County Local Emergency Operations Plan
Georgia Forestry Commission's Hall Co. Community Wildfire Protection Plan
Hall County Joint Comprehensive Plan
Hall County Growth Management Plan

Studies

2022 Hazard Risk Analyses (HAZUS Report)
2017 United States Department of Agriculture Ag Census
2010 United States Census
2020 United States Census
2009 Hall County Flood Insurance Study
Radeloff, V. C., R. B. Hammer, S. I Stewart, J. S. Fried, S. S. Holcomb, and J. F. McKeefry. 2005. *The Wildland Urban Interface in the United States*. Ecological Applications 15:799-805.

Resources

2014 City of Boston Natural Hazard Mitigation Plan Update
2010 Camden County Joint Hazard Mitigation Plan Update
2010 Northern Virginia Hazard Mitigation Plan Update
National Climactic Data Center
National Weather Service
Hall County Tax Assessor's Data
Hall County Website
Georgia Mitigation Information System Database
Colorado State University (Hurricane mapping)
United States Geological Survey
FEMA Flood Insurance Rate Maps
National Flood Insurance Program
United States Coast Guard National Response Center Data
Georgia Department of Transportation
Georgia Safe Dams Program
Southern Group of State Foresters Wildfire Risk Assessment

Application of Existing Plans and Studies

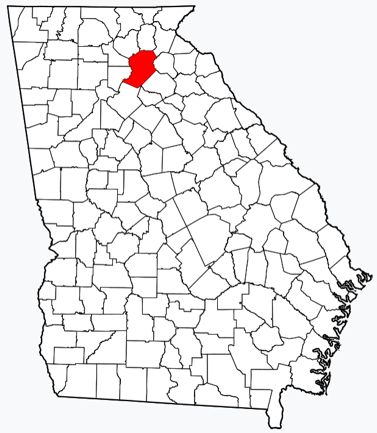
Existing Planning Mechanism	Reviewed? Yes/No	Incorporation into 2021 Mitigation Plan
2017 Hall County Hazard Mitigation Plan	Yes	Baseline for the 2022 Plan; updated mitigation strategies; updated hazards; updated Hall County information
2019 State of Georgia Hazard Mitigation Plan	Yes	Hazard descriptions; potential hazards; mapping mechanisms; potential mitigation strategies that could be adopted on a local level
Hall County Local Emergency Operations Plan (LEOP)	Yes	Identification of current resources; identification of current capabilities
Georgia Forestry's Hall County Community Wildfire Protection Plan (CWPP)	Yes	Mitigation strategies for wildfire and drought; historical data
2017 USDA Agriculture Census	Yes	Agricultural data regarding potential losses for drought and wildfire
2020 United States Census	Yes	To update Hall County's profile information
2009 Hall County Flood Insurance Study	Yes	Identify potential flood prone areas; prioritization of flood-related mitigation strategies
Hall County Comprehensive Plan	Yes	To identify future development trends; identify mitigation strategies to curb trends in a direction that considers the hazards of the area
Hall County Growth Management Plan	Yes	To identify future development trends; identify mitigation strategies to curb trends in a direction that considers the area's hazards
Hall County Flood Mitigation Assistance Plan	No	No such plan exists
2022 Hall County HAZUS Report	Yes	Hazard Analysis

CHAPTER TWO
–
HALL COUNTY PROFILE

Summary of Updates for Chapter Two

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2017.

Chapter 2 Section	Updates
Past Hazards	• This information involved a review of the hazards listed in the previous plan. • Information was updated for the last 50 years
History	• Expanded and updated from previous plan
Past Events	• Identification of major hazard events in Hall County for the last 50 years • Focus on Federal Declarations and events since the last Hazard Mitigation Plan Update
Demographics	• Updated data to the 2020 Census information
Economy	• Updated data and information
Government	• Updated data and information
Municipalities	• Updated data and information
Transportation	• Updated data and information
Climate	• Updated data and information
Utilities	• Updated data and information
NFIP Compliance	• Updated data and information



Past Hazards

Hall County, Georgia, has faced many natural hazards in its history. Severe thunderstorms have been the most prevalent of these hazards. In the last 50 years, Hall County has been subjected to 310 documented severe thunderstorm events. These events include torrential rainfall, hail, thunderstorm-force winds, and lightning.

Tornadoes, which can sometimes spawn from severe thunderstorms, have also occurred, although with much less frequency. In Hall County, there have been 25 documented tornadoes in the last 50 years.

Because of heavy rainfall, either within Hall County or upstream, flooding has also occurred. In the National Climactic Data Center (NCDC) databases of the National Weather Service, there is documentation of eight flooding events for Hall County.

Winter storms and heavy snowfall have affected Hall County 47 times over the last 50 years, according to the NCDC record. Because these natural events are barely an annual occurrence, the pre-planning and preparedness component of emergency management is not as robust as northern or western states that routinely see this type of weather.

Hall County has also been impacted by the following: drought, excessive heat, tropical cyclones, earthquakes, and wildfires.

Hall County has had 16 Presidential Disaster Declarations (FEMA-declared major disasters) – two of which have occurred since the adoption of the 2017 Hazard Mitigation Plan (both related to COVID-19 in 2020).

History

Hall County was founded in 1818 and was created from Indian lands. The county was named for Lyman Hall. Mr. Hall was a signer of the Declaration of Independence and served as Governor of Geogia from 1783 to 1784. Hall County was the 45th county in Georgia. When gold was discovered in neighboring Lumpkin County and White County in 1829, Hall County quickly grew to the trading and supply center for North America's first gold rush. The City of Gainesville became the hub of the region as the area grew.

According to the 2020 U.S. census, Hall County's population was 203,136. This is an increase from 179,684 in 2010 and an increase from the 2000 population of 139,277.

Further growth was brought to the area in 1871 when the Atlanta and Charlotte Air Line Railroad opened. Hall County developed as a mountain summer resort due to local springs touted for health-giving qualities. As the area grew, Hall County became the location of the region's first hospital, college, and military academy. The first large industries, cotton mills, began to arrive in 1900. Hall County also became a major shipping point for lumber harvested and milled in the mountain region to the north. As with most areas, Hall County's economy suffered during the Great Depression. The boll weevil hampered cotton production, Chestnut blight led to a decline in lumber, and the area was struck by a deadly tornado in 1936. Many of the historic homes and buildings were destroyed during this violent storm. Following World War II, Hall County's economy began to recover. Cotton was replaced by poultry. The change to poultry spurred job growth as new industries emerged to support the production and processing of chickens and eggs.

Lake Lanier was created in the 1950s when the U.S. Army Corps of Engineers built Buford Dam. The creation of the lake has brought more industry and diversification to Hall County. Millions of visitors enjoy the recreational water sports provided by Lake Lanier.

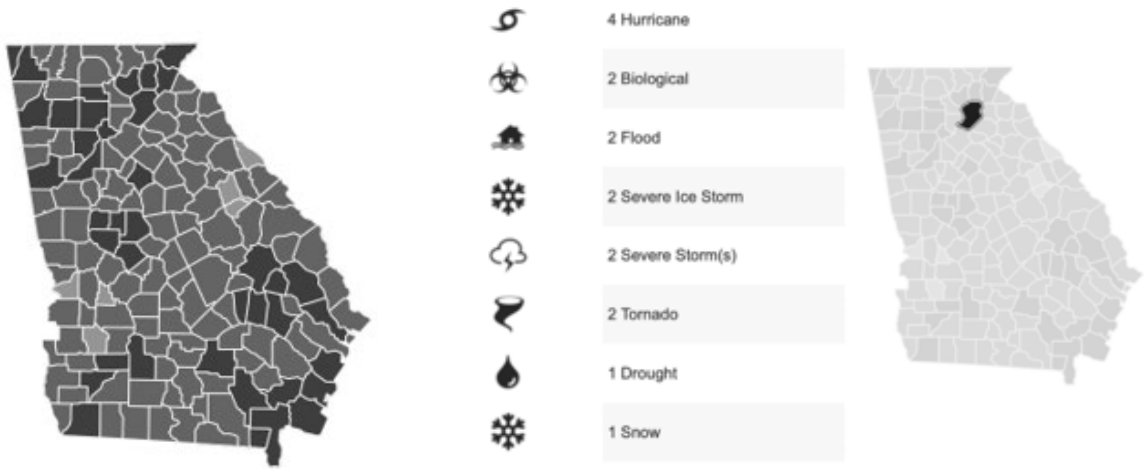
Hall County continues to build upon its historic base as the primary center of Northeast Georgia. Today it is home to three colleges, the headquarters of the Atlanta Falcons, Olympic rowing and canoe/kayak facilities, championship golf courses, and a wealth of art and cultural organizations.

Notable Past Events

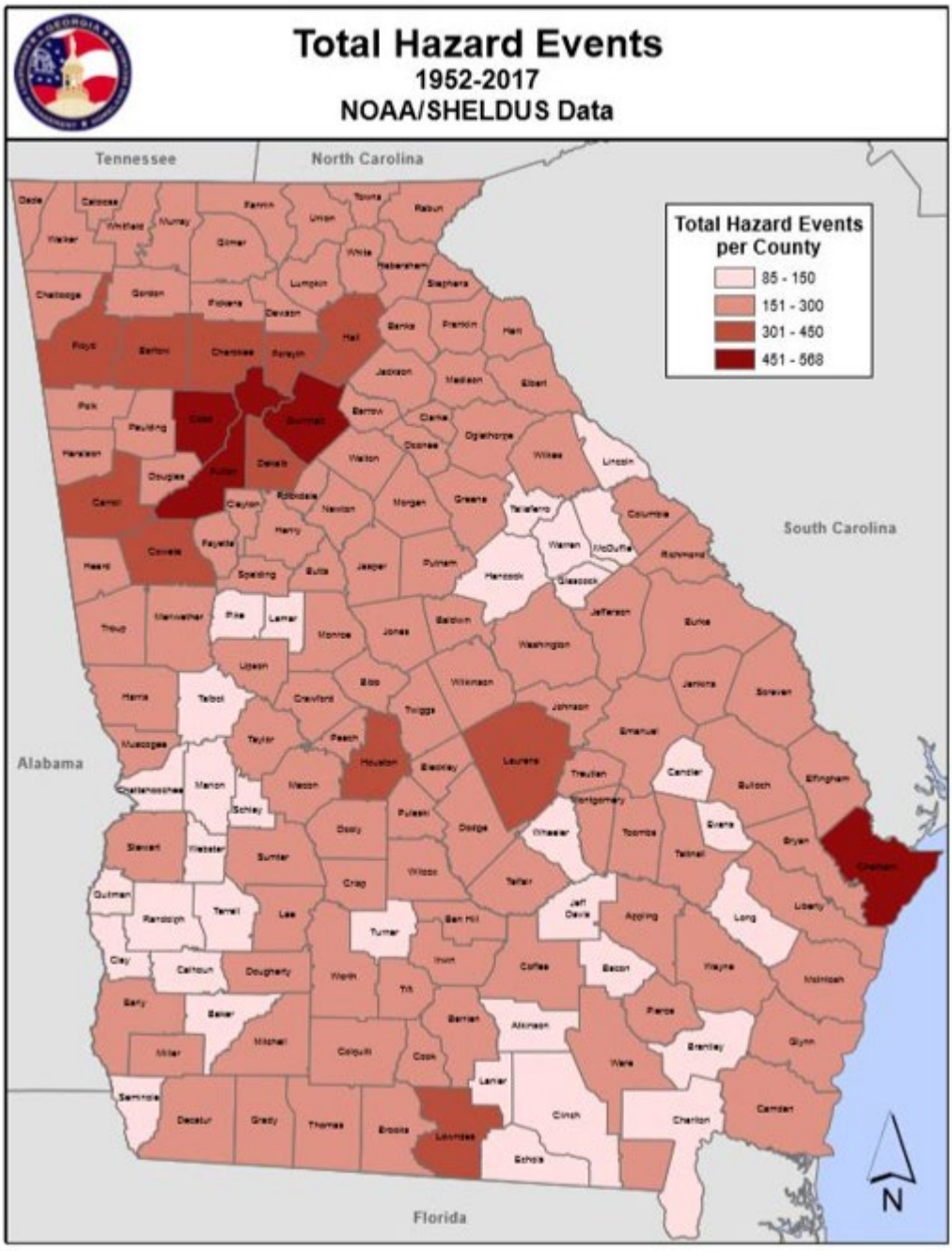
- 2021, Hail
- **2020, COVID-19 Pandemic (Federal Declaration x2)**
- 2020, Thunderstorm Wind
- 2020, Thunderstorm Wind
- 2020, Tornado (EF0)
- 2019, Tornado (EF1)
- **2017, Hurricane Irma (Federal Declaration x2)**
- 2017, Hail
- 2016, Thunderstorm Wind
- **2015, Severe Winter Storm (Federal Declaration)**
- **2014, Severe Winter Storm (Federal Declaration)**
- 2013, Tornado (EF1)
- 2013, Flash Flood
- 2011, Hail
- 2009, Hail
- 2008, Hail
- 2008, Thunderstorm Wind
- 2008, Hail
- 2008, Thunderstorm Wind
- 2008, Hail
- 2008, Tornado (EF1)
- 2008, Tornado (EF1)
- 2007, Thunderstorm Wind
- 2005, Tornado (F0)
- 2005, Ice Storm
- 2005, Winter Storm
- 2004, Thunderstorm Wind
- 2002, Thunderstorm Wind
- 2001, Flash Flood
- **2000, Severe Winter Storm (Federal Declaration)**
- 2000, Tornado (F1)
- 2000, Tornado (F1)
- 2000, Ice Storm
- 1999, Thunderstorm Wind
- **1998, Severe Storms and Flooding (Federal Declaration)**
- 1998, Tornado (F3)
- 1997, Thunderstorm Wind

- 1996, Tornado (F1)
- **1995, Hurricane Opal (Federal Declaration)**
- 1994, Thunderstorm Wind
- 1994, Tornado (F0)
- 1994, Tornado (F0)
- 1994, Tornado (F1)
- 1994, Tornado (F0)
- **1993, Severe Snowfall, Winter Storm (Federal Declaration)**
- **1993, Tornado (F1), High Winds, Heavy Rains (Federal Declaration)**
- 1989, Tornado (F1)
- 1989, Tornado (F2)
- 1989, Tornado (F2)
- 1989, Tornado (F2)
- 1980, Tornado (F1)
- 1980, Tornado (F1)
- 1979, Tornado (F1)
- **1977, Drought (Federal Declaration)**
- **1976, Severe Storms, Flooding (Federal Declaration)**
- **1974, Tornado (F1), (Federal Declaration)**
- 1973, Tornado (F3)
- **1966, Flooding, (Federal Declaration)**

Federal Disaster Declarations



Source: Federal Emergency Management Agency (FEMA)



Source: 2019 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Demographics

County

	2000 Census	2010 Census	2020 Census
Population	139,277	179,684	203,136
White	80.8%	74.1%	64.4%
African American	7.3%	7.4%	7.2%
Hispanic/Latino	19.6%	26.1%	28.1%
Asian	1.3%	1.8%	2.1%
American Indian	0.3%	0.5%	0.9%
Two or More Races	1.4%	2.2%	11.0%
Median Age	32.2	34.5	36.7
Median Household Income	$45,091	$49,324	$62,984
Persons in Poverty	10.5%	17.8%	13.5%
Homeowners	66.0%	67.9%	69.5%

Municipalities - Population

	2000 Census	2010 Census	2020 Census
Braselton	1,206	7,511	13,403
Buford	10,668	12,225	17,144
Flowery Branch	1,806	5,679	9,391
Gainesville	25,578	33,804	42,296
Gillsville	195	235	240
Lula	1,438	2,758	2,961
Oakwood	2,689	3,970	4,156
Clermont	429	875	1,039

Economy

Hall County's economy is primarily agricultural with some light industry. Hall County's cost of living is 7.8% below the national average. The unemployment rate in Hall County is 2.2%, which is slightly below the State average of 3.5% and below the National average of 4.8%. Hall County has a median household income of $62,984 which is below the national average of $67,521.

The ten largest private employers in Hall County are:

Company	Product/Service
Cottrell, Inc.	Equipment Manufacturing
Fieldale Farms Corporation	Poultry
Foundation Food Group Services	Poultry
Kubota Manufacturing of America Corporation	Equipment Manufacturing
Mar-Jac Poultry	Poultry
Northeast Georgia Medical Center, Inc.	Hospital
Northeast Georgia Physicians Group	Medical Services
Pilgrim's Pride Corporation	Poultry
Walmart	Retail
Wrigley Manufacturing Co, LLC	Food Manufacturing

The above list is in alphabetical order, not in order of company size.
This data is according to the Georgia Department of Labor, 2021.

Transportation

Hall County's transportation system consists primarily of state highways and county-maintained roads. I-985, US Highways 23 and 129, as well as Georgia State highways 11, 13, 51, 52, 53, 60, 82, 115, 136, 211, 254, 283, 284, 323, 332, 347, 365, 369, and 419 are major transportation routes that carry the majority of passenger and commercial traffic in and out of Hall County. Congestion in these transportation corridors create traffic problems, primarily because of population growth.

Freight rail lines operated by CSX and Norfolk Southern traverse Hall County.

Government

The form of government specified in the County Charter is known as Commissioner form of government, which provides for an elected body of Commissioners. There are a total of five commissioners. Four of the commissioners are elected by district. One for each of the four districts. The fifth commissioner is elected from the county at large. This fifth commissioner serves as the chairperson. The commissioners are elected in staggered four-year terms. The Board of Commissioners appoints a County Administrator who serves as the chief executive officer for the county.

The main duties of the Board of Commissioners is to pass local laws, known as ordinances, that regulate a variety of things that promote the health, safety and welfare of the citizens covered by them; to pass a balanced budget each year that funds its own operations as well as to allocate funds to the five Constitutional Officers, other elected officials, the courts and a variety of programs put in place by the State but funded locally; to ensure that necessary services are funded and provided; to set the millage rate for the County government and many other secondary duties.

The Board of Commissioners sets the County millage rate each year to fund a portion of the County budget. They also receive the millage rate that is set by the Board of Education and an assessment by the State which is submitted to the Georgia Department of Revenue each year.

The Board receives, deliberates, and passes local ordinances each year and amends many others to reflect the changing times. Both require that a public hearing be held, and these are normally held during the regular Commission meetings. They also pass several resolutions and proclamations throughout the year. Generally, with some exceptions, the Board can pass any local law and ordinance they feel is needed for the County so long as it does not violate the laws of the State or Federal government or the Constitutional rights of any individual. These are researched thoroughly by legal staff before ever being brought to a hearing.

The Board of Commissioners provide many services that citizens expect through the revenues that are raised annually. These include Fire and Ambulance protection; E-911 dispatch services; Zoning and Planning; Inspections; Code Enforcement; Animal Control; Public Library; Public Works; and agencies that service all these such as Building Maintenance, Vehicle Maintenance, and Emergency Management Services. The budget also funds state mandated services such as Law Enforcement and Detention; Superior, Probate, Magistrate and Juvenile courts; Tax Assessment and Tax Collection services; Elections management; District Attorney (shared with other counties) and some smaller funding for local agencies under the State of Georgia.

Climate

Hall County, like much of Georgia, enjoys a temperate climate with four well-defined seasons: warm to hot summers; brisk fall temperatures; relatively brief, cool winters; and a warm spring season. As a result, there exists a Hall growing season in Georgia, perfect for ornamental and economic-boosting agricultural plants.

AVERAGE MONTHLY TEMPERATURES IN GEORGIA (FAHRENHEIT)

Month	Average Georgia Temperature	Average Hall County Temperature
January	46	42
February	49	44
March	56	54
April	63	62
May	70	69
June	77	77
July	80	78
August	79	78
September	74	72
October	64	62
November	56	52
December	48	46

Utilities

Hall County's utility needs are met by a variety of public and private entities. Electrical power in Hall County is provided by Georgia Power Company, Jackson EMC, Habersham EMC, and Sawnee EMC.

Natural gas distributors in Hall County include the following: Atlanta Gas Light, Liberty, City of Buford, and other Certified Natural Gas Marketers.

National Flood Insurance Program Compliance

Jurisdiction	Participating?	Participation Date
Hall County	Yes	1/31/84
Braselton	Yes	9/29/06
Buford	Yes	5/22/95
Flowery Branch	Yes	4/15/86
Gainesville	Yes	7/5/83
Gillsville	No	----------
Lula	Yes	10/30/06
Oakwood	Yes	7/23/82
Clermont	Yes	10/30/06

**City of Gillsville is in the process of researching and reviewing the required ordinances to obtain NFIP Compliance.*

Municipalities

Town of Braselton

William Harrison Braselton, who the city is named after, came to the area in the 1800s purchasing approximately 800 acres of land. By 1876, a town had quickly grown and was becoming a center for farming and commerce in Jackson County. The Town of Braselton was incorporated in 1916. William Braselton's eldest son served as the first mayor. Descendants of the family have continued to serve as members of the city government. Today, Braselton covers 34 square miles and spans into four counties.

In 1887, another of William Braselton's sons constructed a six-by-six-foot store in the yard of the family home. The young John Oliver Braselton had ambition to sell items to the farmhands. Eventually two of the older brothers joined him and together the small store turned into a thriving business along the railroad tracks. By 1904, the store included a brick warehouse along with the selling of groceries, dry goods, notions, shoes, millinery, and clothing. In 1911, Braselton's first bank opened within the store. Sadly, the original store was destroyed by a tornado in 1919.

During the early 1980s, Donald and Nancy Panoz established the 3,500-acre Chateau Elan Resort and Winery in Braselton which quickly became a major attraction in the area. Since the opening of the resort and winery, Braselton has continued to expand its boundaries and attract major companies. The once small town has turned into a booming residential and manufacturing area.

The Town of Braselton also has many parks and rural spaces. One of the most prominent of these areas is the Thompson Mills Forest which is Georgia's official state arboretum. The arboretum includes 330 acres of native trees and plant species from the Appalachian region and the world. Within the Hall County area of Braselton is the Mulberry Riverwalk, which is a 2-mile natural path along the Mulberry River.

The Town of Braselton is governed by a Mayor/City Council form of government. Councilmembers are elected to four-year staggered terms and represent one of the four geographic districts. Braselton provides the following services to its citizens: law enforcement, street/road construction and maintenance, parks and recreation, water utilities, planning and zoning, code enforcement, library, and public transportation.

City of Buford

The City of Buford was incorporated in 1872. The city was named for Algernon Sidney Buford who served as President of the Atlanta and Richmond Air-Line Railroad. Even during its early years, the City of Buford has never been considered a "sleepy little village." Instead, the City of Buford was called the "city of many factories." In 1902, a news article in the News-Herald referred to the city as the "New York of Gwinnett" which was a tribute to the industry and activity of the area.

Early on, leather tanning became an important part of the city's industry. The first leather business in the area was started by R.H. Allen and featured a harness shop and tannery. After the Civil War, R.H. Allen's brother, Bona, moved to Buford and joined his brother in the leather business. By 1873 the business was called Bona Allen. During the 1930s, the company moved to the manufacturing of shoes. Eventually the shoe factory was shut down but reopened during World War II to repair shoes for the military. By the 1950s the company had earned a worldwide reputation in leather products, especially saddles. Many of the early Western movie stars sat upon Bona Allen saddles including Roy Rogers. Roy Rogers brought his horse on a train to Buford to be custom fitted for a saddle by a Bona Allen craftsmen. In 1968, the company was purchased by Tandy, Inc. The company operated until 1981.

Today many people flock to the City of Buford to enjoy the many recreational activities provided by Lake Lanier.

The City of Buford is governed by a Commission/City Manager form of government.

City of Flowery Branch

The City of Flowery Branch was established in 1874 as a stop along the rail line connecting Charlotte to Atlanta. The area had been inhabited since the early 19th century by farmers and was known as Anaguluskee which is Cherokee for "flowers of the branch."

Due to the railroad, Flowery Branch became the primary transportation artery for the area. One of the main commodities transported was cotton. The city became known as the town where "Cotton was King" due to the vast amounts of cotton brought into the city to be ginned, sold, and shipped by rail. Once the cotton market began to decline in the 1920s, the City of Flowery Branch also began to decline.

Wrigley, the chewing-gum manufacturer, built a plant in the 1970s. Today this plant still is a major industry in the area. In 2004, the Atlanta Falcons announced that it would move its training facility to Flowery Branch. The training campus was completed in 2005. Many of the historic buildings, including the train depot, have been revitalized and repurposed to increase economic growth in the area.

Flowery Branch is one of a few Georgia historic downtowns located on a lake. This proximity to Lake Lanier and its location within the Northeast Georgia Mountain region places Flowery Branch in a unique position to draw many outdoor enthusiasts. The city has plans to continue revitalizing downtown and to create a regional destination that is pedestrian friendly.

The City of Flowery Branch is governed by a Mayor/City Council form of government.

City of Gainesville

The City of Gainesville was founded in 1821 as the county seat for Hall County. Originally called "Mule Camp Springs," the city was located near the crossing of two Indian trails. After becoming chartered, the city was given the name "Gainesville" in honor of General Edmund P. Gaines who was a hero of the War of 1812 and a noted military surveyor and road builder.

The discovery of gold in neighboring Lumpkin County brought a business boom to Gainesville. American's first private mint for gold coins was established in the city in 1830. Once the gold fever began to wane, agriculture industry began to grow in the area. This led to further growth for the City of Gainesville. In 1871 a rail line was completed which connected Gainesville to Athens and other nearby communities. The railroad established Gainesville as a prominent city in the region and a hub of transportation. In the 1930s, Jesse Jewell launched what would become the largest industry in the region: poultry. By the end of World War II, the City of Gainesville was known as the "Poultry Capital of the World."

Shortly following the explosion of the poultry industry, the City of Gainesville also received a recreational revolution. In 1953 Buford Dam was completed creating the 38,000-acre Lake Lanier. Within a few years the city was reaping the benefits of a hugely popular recreational site. Lake Lanier quickly was established as one of the largest economic forces in the region.

Today, the City of Gainesville is a growing hub for northeast Georgia. The city is home to multiple higher education institutions, art centers, museums, and nature centers. The proximity to the Blue Ridge Mountains, Lake Lanier, and Atlanta have made Gainesville one of Georgia's most favorably situated communities.

The City of Gainesville is governed by a City Manager/City Council form of government.

City of Gillsville

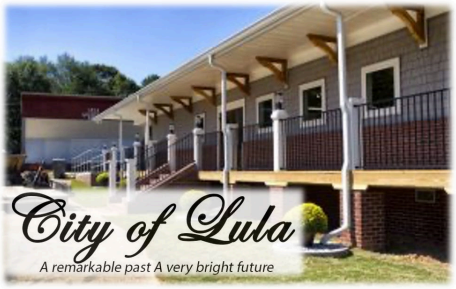
The City of Gillsville was chartered in 1901. The city was originally named Stonethrow and is the oldest town in Hall County. The first known settlement in what is now Gillsville was established in 1784.

Pottery has been the sustaining industry for the City of Gillsville for more than a century. The earliest known potter was Clemmonds Chandler in 1860. The Hewell family, which still carries on the family pottery tradition today, has been making pottery since the 1880s. Today, if you drive through the City of Gillsville, folk face jugs, pitchers, crocks, and other clay creations greet visitors from the many pottery shops.

The City of Gillsville is governed by a Mayor/City Council form of government. The city is governed by a mayor and five councilmembers who are elected to four-year staggered terms. The councilmembers represent one of the five geographic districts. However, elections are citywide. Gillsville provides the following services to its citizens: parks and recreation, gas utility services, street lighting, library, and code development. Code enforcement is left to Hall County. Gillsville also has intergovernmental agreements with Hall County for law enforcement and fire protection services.

The railroad operated by Norfolk Southern that traverses Gillsville is of particular concern. An incident on this railroad would essentially cut off parts of Gillsville from the rest of Hall County, which would impeded public safety response.

City of Lula



The City of Lula has a unique history that revolves around the railroad and Belton. Belton, named for Major John Bell, was an area which was settled near the banks of the Chattahoochee River. Mining activities in the area began to attract financial investors to Belton. In 1873, the Richmond and Danville Railroad was established which caused the rapid growth for the town. A year later the town of Belton was chartered. In 1876, one mile south of Belton, the town of Lula was officially established. The creation of a town with such proximity to the established town of Belton was a direct result of the railroad expansion and economic competition of the region. Like its close neighbor, the economy of Lula was based on mining and agriculture. In 1955 the two towns voted to consolidate into one town retaining the name of Lula.

Today, the City of Lula spans across Hall County and Banks County. The city is well known for its annual Railroad Days.

The City of Lula is governed by a Mayor/City Council form of government.

City of Oakwood

The City of Oakwood originated when the railroad first ran between Charlotte and Atlanta. The city was originally called Odell's Crossing. The name was changed to Oakwood due to the location being the regular stop for wood-burning locomotives picking up oak wood for fuel.

Over time the city blossomed into a thriving railroad center. The railroad attracted industries to the area including a brick-making shop and a bottle-making plant. In addition to attracting industry, the area also began to attract educational establishments. At one time the City of Oakwood was home to one of the finest historical institutes of higher learning in North Georgia: the Oakwood Academy. The academy drew students from across North Georgia during the early 20th century.

The City of Oakwood is governed by a Mayor/City Council form of government.

Town of Clermont

The Town of Clermont began in the 1880s as a small community known as Dip. The name was changed to Clermont in 1905.

As with most towns in the area, the Town of Clermont began with the establishment of a railroad track. The rail line that established the town ran from Gainesville to Helen. Timber and cotton were the main products transported by the rail line.

Education was of great importance to those who settled the area, so The Chattahoochee School was established in 1901. The Chattahoochee School was much sought-after educational institution due to the high acceptance of graduates into Mercer University.

The Town of Clermont is governed by a Mayor/City Council form of government.

CHAPTER THREE
–
HAZARD PROFILES

Summary of Updates for Chapter Three

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2017.

Chapter 3 Section	Updates
Risk Assessment	• Expanded the explanation of the Risk Assessment • Added an explanation of each part of the Hazard Information
Natural Hazard Severe Thunderstorm	• Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Winter Storm	• Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Flooding	• Updated and consolidated hazard profile with new data • Land Use and Development trends updated to include municipal NFIP information • Content revised
Natural Hazard Tornado	• Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Drought	• Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Wildfire	• Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Earthquake	• New Section – Not in 2017 Plan
Natural Hazard Tropical Cyclone	• New Section – Not in 2017 Plan
Natural Hazard Landslide and Sinkholes	• New Section – Not in 2017 Plan

Technological Hazard Hazardous Materials	• Updated hazard description • Updated and consolidated hazard profile data • Content revised
Technological Hazard Dam Failure	• Updated hazard description • Updated and consolidated hazard profile data • Content revised
Technological Hazard Transportation Incident	• New Section – Not in 2017 Plan
Technological Hazard Terrorism	• New Section – Not in 2017 Plan
Technological Hazard Infrastructure Failure	• New Section – Not in 2017 Plan
Technological Hazard Emergent Infectious Diseases	• New Section – Not in 2017 Plan

Risk Assessment

Requirement §201.6(c)(2)(i and ii)
Requirement §201.6(d)(3)

The Hall County Hazard Mitigation Planning Committee conducted a comprehensive Threat and Hazard Identification and Risk Assessment (THIRA) for Hall County and all municipalities. This assessment developed the hazard basis for this plan. The assessment includes the following components for each hazard:

1. *Hazard Identification*: The Hall County Hazard Mitigation Planning Committee identified nine natural hazards and six technological hazards for this Hazard Mitigation Plan. This is an increase of three natural hazards and three technological hazards from the previous iteration of the plan. Each hazard was identified using statistical data and records from a variety of sources. The list of hazards is based upon frequency, severity of impact, probability, potential losses, and vulnerability.

2. *Hazard Description*: Each hazard was described in detail. Many hazard descriptions came from the Georgia Hazard Mitigation Plan since many of the hazards that could impact the state could also potentially impact Hall County.

3. *Profile of Hazards*: Each hazard was profiled as to how it could potentially impact Hall County.

4. *Assets Exposed to the Hazard*: The plan considers critical facilities and infrastructure as part of the vulnerability assessment. This assessment determines the vulnerability of the municipalities and attempts to identify the populations most vulnerable to each hazard, although many have potential countywide impacts.

5. *Estimated Potential Losses*: Using critical facility and past history data, an estimation of potential losses due to a particular hazard event were determined.

6. *Land Use and Development Trends*: Land use trends were considered when determining the potential future impacts of each hazard. This is of importance regarding flooding and dam failure events.

7. *Multi-Jurisdictional Concerns*: Each jurisdiction was considered when determining the potential hazard impact.

At the second meeting of the Hall County Hazard Mitigation Plan Update Committee, the attendees participated in a risk assessment of hazard for Hall County. This risk assessment was based upon two primary factors: 1. How likely is a hazard to occur; 2. How prepared the committee meeting participants felt the community was for each hazard. This risk assessment relied on the committee meeting attendees to identify the hazards and then rank

them by those two factors. As a result, the risk assessment could be skewed by the meeting participants, recency bias, and/or how the hazard would directly impact the organizations represented at this meeting. After additional discussion with the Hall County Hazard Mitigation Plan Update committee at future meetings, the hazards in this chapter were the agreed upon list. Several of the hazards identified by the committee members were consolidated into expanded hazard descriptions. Those incorporations are notated in the below hazard ranking.

Hazard	Likelihood Score	Preparedness Score	Total Score
Severe Winter Weather	97	11	**108**
Severe Thunderstorm	75	13	**88**
Flooding	65	3	**68**
Terrorism	6	50	**56**
Tropical Cyclone	35	21	**56**
Tornado	55	0	**55**
Earthquake	3	42	**42**
Hazardous Materials Incident	4	36	**40**
Utility Failure**	7	27	**34**
Infrastructure Failure**	0	31	**31**
Civil Unrest*	0	29	**29**
Industrial Accident***	0	25	**25**
Transportation Incident	12	12	**24**
Dam Failure	11	12	**23**
Wildfire	4	11	**15**
Drought	5	6	**11**
Water Contamination***	0	8	**8**
Sinkhole/Landslide	2	3	**5**
Pandemic	0	4	**4**

* *Civil Unrest is incorporated into Terrorism*

** *Utility Failure and Infrastructure Failure are combined into a single hazard under than name Infrastructure Failure*

*** *Industrial Accident and Water Contamination are covered under Hazardous Materials Incident*

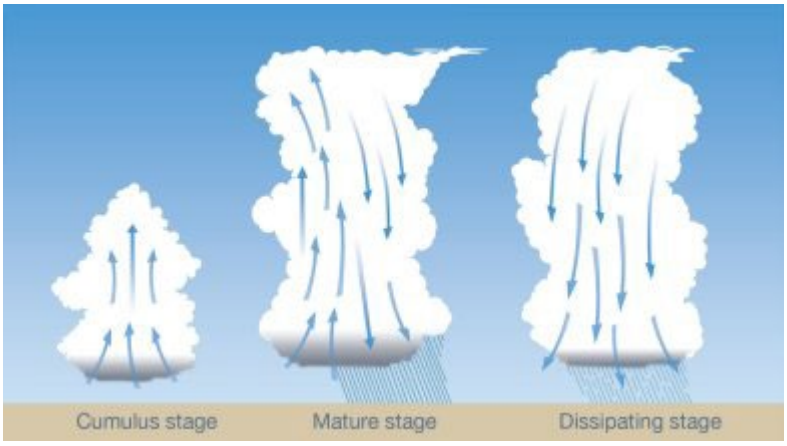
Natural Hazard: **Severe Thunderstorm**

Hazard Description

This section provides general and historical information about thunderstorms, including high wind, lightning, and hail. Other elements of thunderstorms, such as tornadoes and flooding, are addressed in their own sections.

Thunderstorms are formed when moist air near the earth's surface is forced upward through some catalyst (convection or frontal system). As the moist air rises, the air condenses to form clouds. Because condensation is a warming process, the cloud continues to expand upward. When the initial updraft is halted by the upper troposphere, both the anvil shape and a downdraft form. This system of up-drafting and down-drafting air columns is termed a "cell."

As the process of updrafts and downdrafts feeds the cell, the interior particulates of the cloud collide and combine to form rain and hail, which falls when the formations are heavy enough to push through the updraft. The collision of water and ice particles within the cloud creates a large electrical field that must discharge to reduce charge separation. This discharge is the lightning that occurs from cloud to ground or cloud to cloud in the thunderstorm cell. In the final stage of development, the updraft weakens as the downdraft-driven precipitation continues until the cell dies.



Each thunderstorm cell can extend several miles across its base and to reach 40,000 feet in altitude. Thunderstorm cells may compound and move abreast to form a squall line of cells, extending farther than any individual cell's potential.

In terms of temporal characteristics, thunderstorms exhibit no true seasonality in that occurrences happen throughout the year. Convectively, driven systems dominate the summer while frontal driven systems dominate during the other seasons. The rate of onset is rapid in that a single cell endures only 20 minutes.

Natural Hazard: **Severe Thunderstorm**

However, various cells in different stages of development may form a thunderstorm that lasts up to a few hours as it moves across the surface.

In terms of magnitude, the National Weather Service defines thunderstorms in terms of severity as a severe thunderstorm that produces winds greater than 57 mph and/or hail of at least 1 inch in diameter and/or a tornado. The National Weather Service chose these measures of severity as parameters more capable of producing considerable damage. Therefore, these are measures of magnitude that may project intensity.

Lightning

Lightning occurs when the difference between the positive and negative charges of the upper layers of the cloud and the earth's surface becomes great enough to overcome the resistance of the insulating air. The current flows along the forced conductive path to the surface (in cloud to ground lightning) and reaches up to 100 million volts of electrical potential. In Georgia, lightning strikes peak in July, with June and August being second highest in occurrence.

Hail

Hail is a form of precipitation that forms during the updraft and downdraft-driven turbulence within the cloud. The hailstones are formed by layers of accumulated ice (with more layers creating larger hailstones) that can range from the size of a pea to the size of a grapefruit. Hailstones span a variety of shapes but usually take a spherical form. Hailstorms mostly endanger cars but have been known to damage aircraft and structures.

Hazard Profile

Severe thunderstorms, including high winds, hail, and lightning, are a serious threat to the residents and infrastructure of Hall County. Severe thunderstorms are the most frequently occurring natural hazard in Hall County. Many of these storms include high winds, lightning, and hail. Hail up to 2.75 inches was recorded in Hall County on several occasions, most recently in 2001. Thunderstorm winds of 80 mph have been reported on many occasions in Hall County, with the most recent occurring in 2016. While there have been dozens of documented thunderstorm events affecting Hall County over the last 50 years, it is likely that the official number is a low estimate due to poor record keeping in decades past. For example, only 49 thunderstorm events were recorded between 1971 and 1990, likely a vast underestimation of actual events.

Most of the available information relating to severe thunderstorm events in Hall County fails to describe damage estimates in any detail. With each thunderstorm event, there are likely unreported costs related to infrastructure costs, public safety response costs, utility repair costs, and personal home and business repair costs. Thunderstorms have occurred during all parts of the day and night and in every month in Hall County.

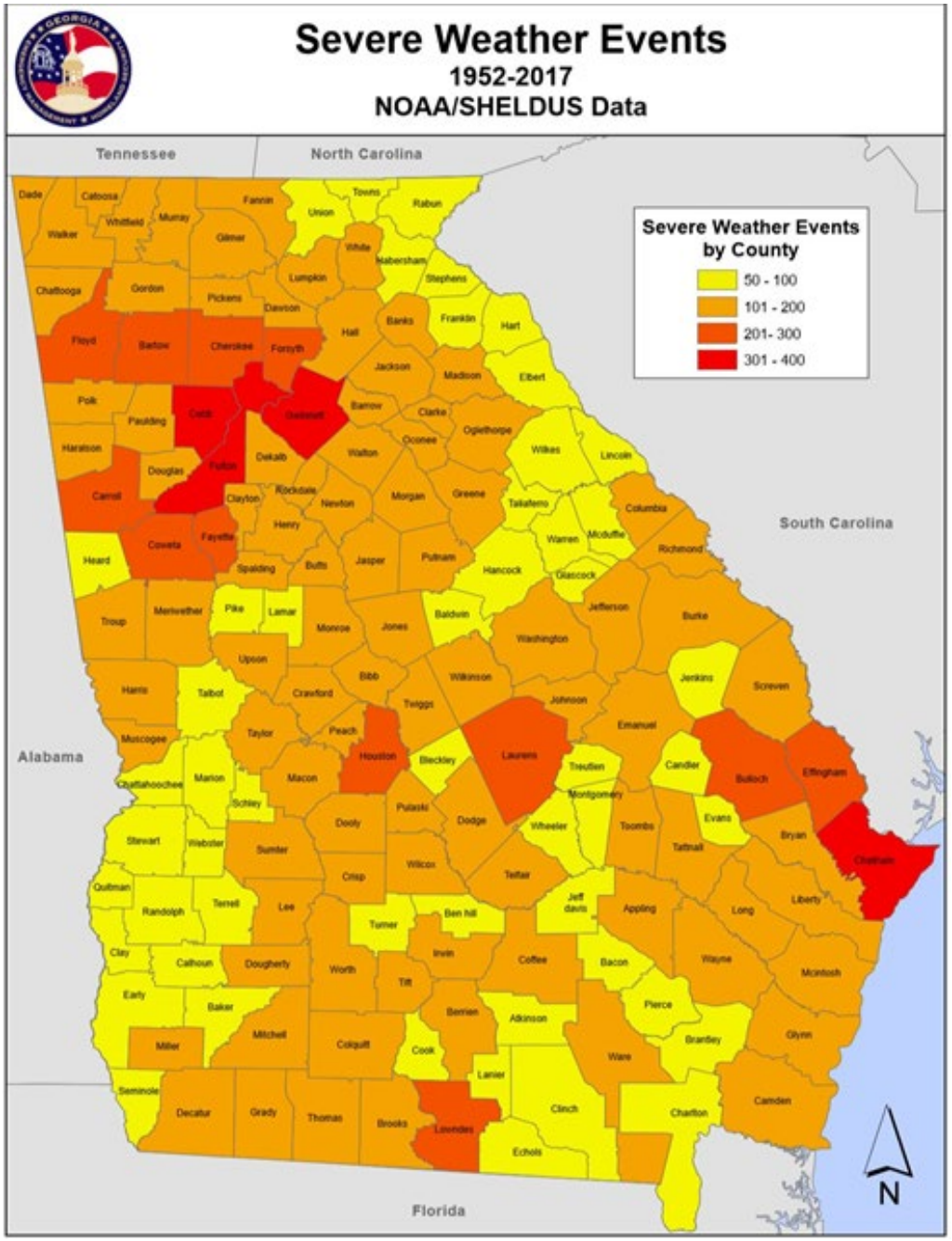
Natural Hazard: **Severe Thunderstorm**

Hailstone size	Measurement		Updraft Speed	
	in.	cm.	mph	km/h
bb	< 1/4	< 0.64	< 24	< 39
pea	1/4	0.64	24	39
marble	1/2	1.3	35	56
dime	7/10	1.8	38	61
penny	3/4	1.9	40	64
nickel	7/8	2.2	46	74
quarter	1	2.5	49	79
half dollar	1 1/4	3.2	54	87
walnut	1 1/2	3.8	60	97
golf ball	1 3/4	4.4	64	103
hen egg	2	5.1	69	111
tennis ball	2 1/2	6.4	77	124
baseball	2 3/4	7.0	81	130
tea cup	3	7.6	84	135
grapefruit	4	10.1	98	158
softball	4 1/2	11.4	103	166

The Hall County Hazard Mitigation Plan Update Committee utilized data from the National Climatic Data Center, the National Weather Service, numerous weather-related news articles, and the Hall County LEOP in researching severe thunderstorms and their potential impacts on the county. All information has been gathered on a countywide basis. All thunderstorm hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

During the last 50 years, 234 thunderstorm events were recorded in Hall County, with 185 of those occurring in the last 30 years. This number includes 106 hail events and only 13 lightning reports. According to these records, Hall County has a 1.7% daily chance of a thunderstorm event based upon data from the last 30 years. Over the last 10 years, Hall County has averaged 4.7 thunderstorm events per year (47 events). Due to improved record keeping protocols, the Hall County Hazard Mitigation Plan Update Committee believes the data from the last thirty years provides a more accurate representation of the thunderstorm threat to the county. The Hall County Hazard Mitigation Plan Update Committee has also determined that the lightning threat is severely under-reported, as shown in the NCDC data numbers. For additional historical data, please see Appendix D.

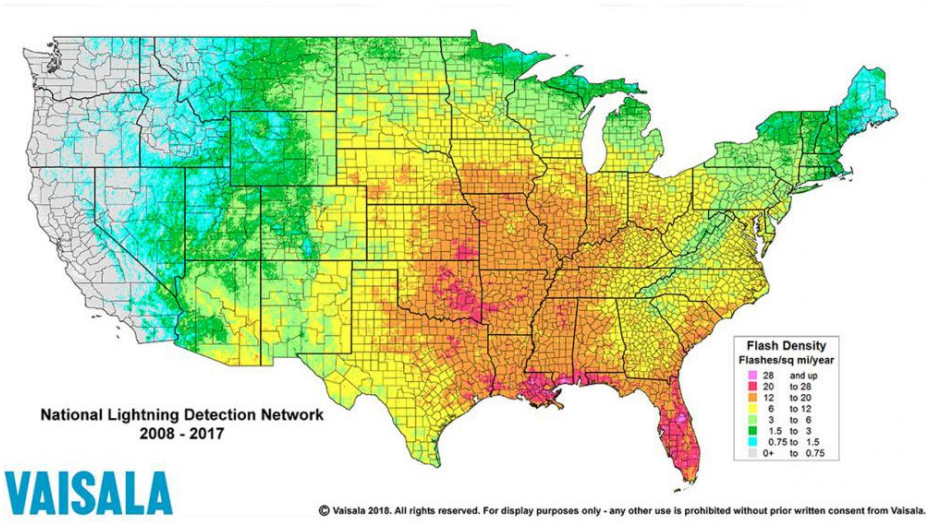
Natural Hazard: **Severe Thunderstorm**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Severe Thunderstorm**

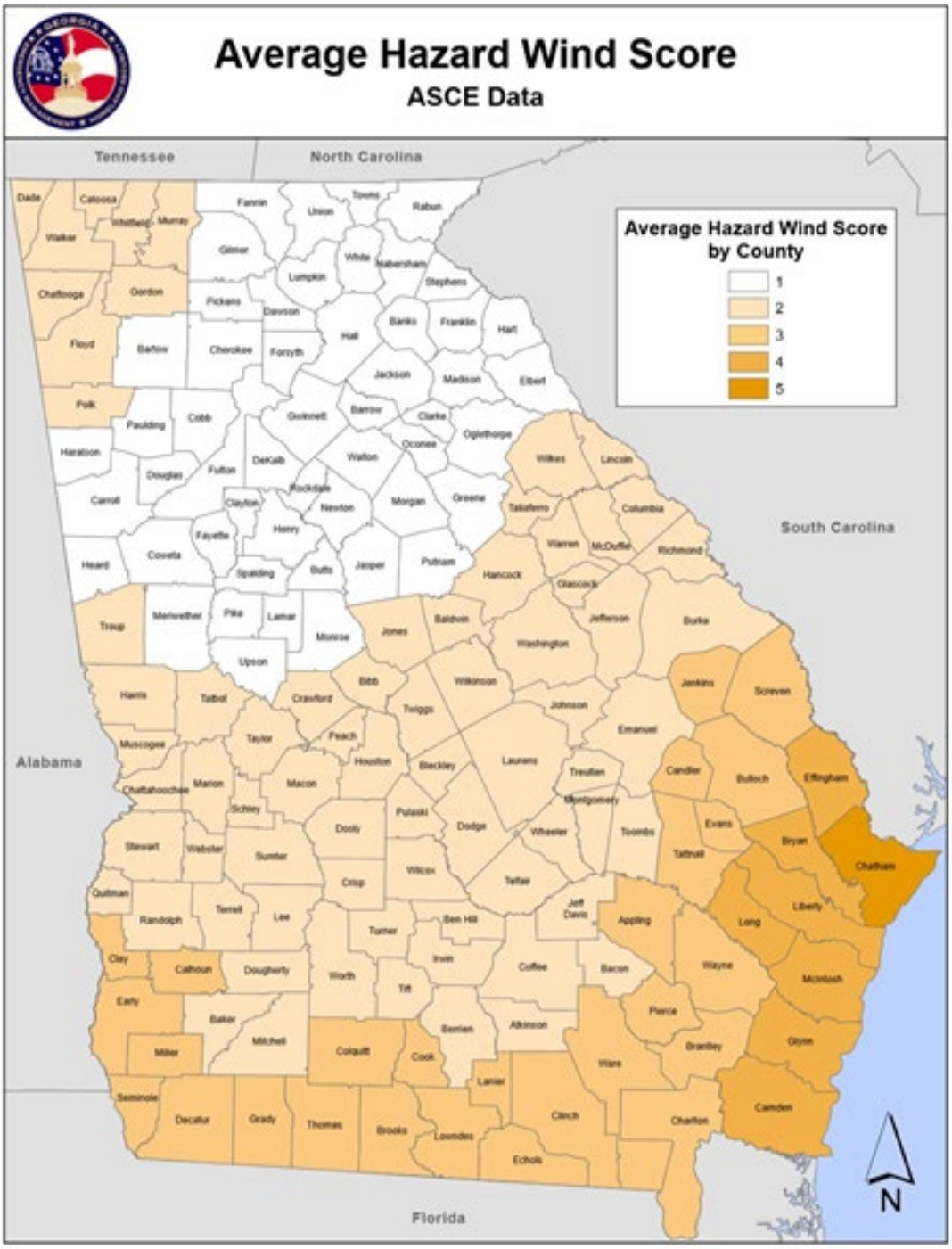
As indicated by the below graphics, Hall County averages between 6 and 12 flashes of cloud to ground lightning per square mile per year. That equals a 1.7% to 3.3% chance of a cloud-to-ground lightning strike on any given day. This shows a much higher indication of lightning occurrences than has been reported to the National Weather Service and the National Climatic Data Center. It is the determination of the Hall County Hazard Mitigation Plan Update Committee that this data shows a more accurate representation of the scope of the threat that lightning poses to the citizens and infrastructure of Hall County.



Severe thunderstorm winds, which are defined as winds of at least 58 mph in conjunction with a convective event, have occurred with many thunderstorms that have affected Hall County. These winds can exceed 100 mph and cause damage comparable to weak tornadoes. Below are two maps that identify the wind risk and the hazard wind score for the State of Georgia, including Hall County. The Hazard Wind Score maps use the following scale:

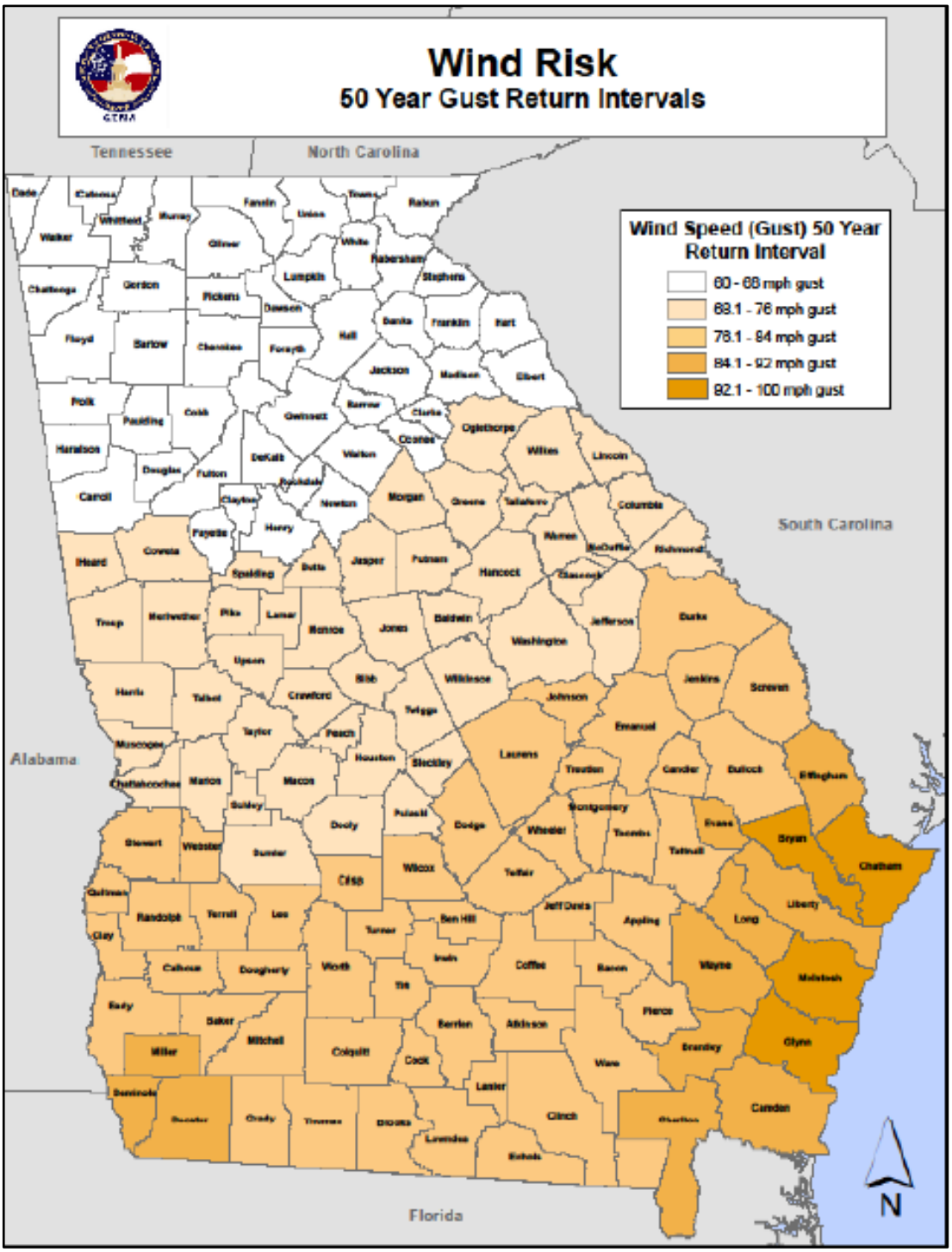
Hazard Score	Wind Speeds
1	<90 mph gust
2	91 – 100 mph gust
3	101 – 110 mph gust
4	111 – 120 mph gust
5	>120 mph gust

Natural Hazard: **Severe Thunderstorm**



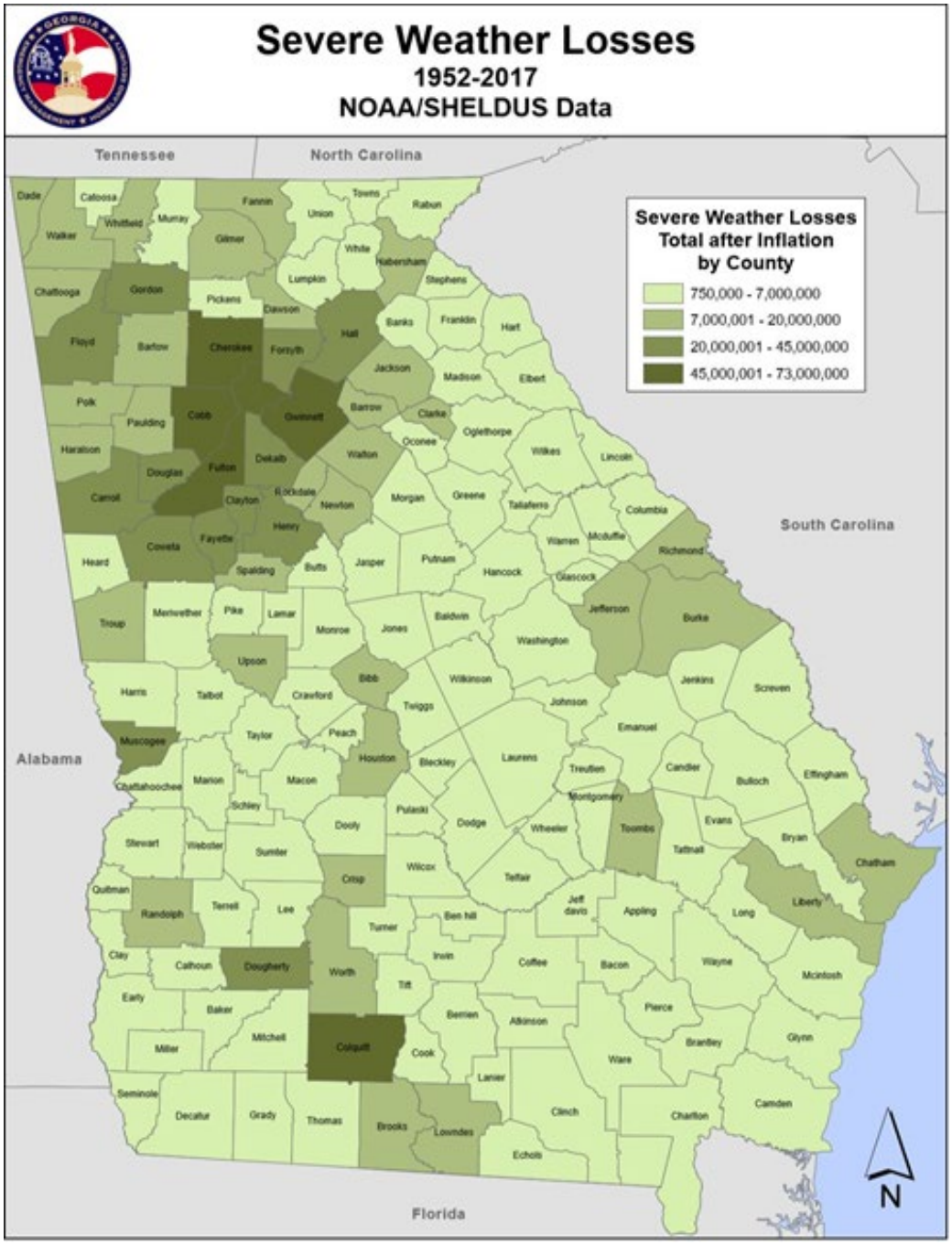
Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Severe Thunderstorm**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Severe Thunderstorm**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Severe Thunderstorm**

Municipality	*# of Thunderstorms*	*Annual Risk*
BRASELTON*	11	44%
BUFORD*	31	100%
CLERMONT	13	52%
FLOWERY BRANCH	32	100%
GAINESVILLE	54	100%
GILLSVILLE	3	12%
LULA	12	48%
OAKWOOD	12	48%

This Table identifies the number of Thunderstorms for municipalities over the last 25 years

**** Utilizing Jackson County data***
***** Utilizing Gwinnett County data***

Assets Exposed to the Hazard

In evaluating assets that are susceptible to severe thunderstorms, the Hall County HMPC determined that all public and private property is at threat by severe thunderstorms, including all critical facilities. This is due to the lack of spatially prejudice of severe thunderstorm events.

Estimated Potential Losses

Estimates of damage for the past events of the last 50 years are over $17.4 million, or $348,180 annually. However, all estimated damages reported have occurred over the last 27 years. When extrapolated over 27 years, the annual average nearly doubles to $644,708. These numbers are thought to be a gross underestimation of actual past damages.

Land Use & Development Trends

Hall County currently has no land use trends related to Thunderstorms beyond continued population growth – particularly around the City of Gainesville, in areas near the Gwinnett County line, and around Lake Lanier.

Multi-Jurisdictional Considerations

Thunderstorm events have occurred across all areas of Hall County. However, property damage numbers would be highest in more heavily populated areas due to greater population density. Thunderstorms have the potential to impact all areas of Hall County.

Natural Hazard: **Severe Thunderstorm**

Hazard Summary

Thunderstorm events pose one of the greatest threats of property damage, injuries, and loss of life in Hall County. Thunderstorm events are the most frequently occurring weather event that threatens Hall County. As a result, the Hall County HMPC recommends that the mitigation measures identified in this plan for thunderstorms should be aggressively pursued due to the frequency of this hazard and the ability for this hazard to affect any part of Hall County.

Thunderstorm Events Since 2017 in Hall County

Location	County/Zone	St.	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
Totals:							0	0	2.621M	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	07/05/2017	16:45	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
(GVL)GAINESVILLE MEM	HALL CO.	GA	07/06/2017	13:24	Thunderstorm Wind	52 kts. MG	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/28/2018	21:10	Thunderstorm Wind	40 kts. EG	0	0	1.00K	0.00K
OAKWOOD	HALL CO.	GA	06/01/2018	15:10	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	06/01/2018	15:25	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/10/2018	18:12	Thunderstorm Wind	60 kts. EG	0	0	30.00K	0.00K
CANDLER	HALL CO.	GA	06/11/2018	13:08	Lightning		0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/11/2018	14:30	Lightning		0	0	2.00K	0.00K
LULA	HALL CO.	GA	06/25/2018	16:15	Thunderstorm Wind	45 kts. EG	0	0	2.00K	0.00K
NEW HOLLAND	HALL CO.	GA	07/21/2018	04:45	Thunderstorm Wind	50 kts. EG	0	0	4.00K	0.00K
LAKE SIDNEY LANIER	HALL CO.	GA	08/12/2018	13:45	Thunderstorm Wind	60 kts. EG	0	0	50.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	03/01/2019	16:04	Thunderstorm Wind	60 kts. EG	0	0	25.00K	0.00K
NEW HOLLAND	HALL CO.	GA	04/14/2019	12:35	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
YONAH	HALL CO.	GA	04/19/2019	04:54	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/22/2019	00:40	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/14/2019	15:00	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
NEW HOLLAND	HALL CO.	GA	10/31/2019	12:27	Thunderstorm Wind	45 kts. EG	0	0	50.00K	0.00K
BLACKSHEAR PLACE	HALL CO.	GA	01/11/2020	05:50	Thunderstorm Wind	55 kts. EG	0	0	300.00K	0.00K

BROOKTON	HALL CO.	GA	04/13/2020	01:30	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/05/2020	17:56	Hail	1.00 in.	0	0	0.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	05/22/2020	12:22	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2020	18:05	Thunderstorm Wind	55 kts. MG	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	07/27/2020	17:45	Lightning		0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/03/2020	13:30	Thunderstorm Wind	62 kts. EG	0	0	200.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/24/2021	18:25	Hail	1.75 in.	0	0	1.800M	0.00K
CLERMONT	HALL CO.	GA	04/24/2021	18:42	Hail	1.00 in.	0	0	0.00K	0.00K
BELLTON	HALL CO.	GA	05/04/2021	12:53	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K

Natural Hazard: **Winter Storm**

Hazard Description

Severe winter storms bring the threat of ice and snow. There are many types of frozen precipitation that could create a severe winter weather event. Freezing rain consists of super cooled falling liquid precipitation freezing on contact with the surface when temperatures are below freezing. This results in an ice glazing on exposed surfaces including buildings, roads, and power lines. Sleet is easily discernable from freezing rain in that the precipitation freezes before hitting the surface. Often this sleet bounces when hitting a surface and does not adhere to the surface. However, sleet can compound into enough depths to pose some threat to motorists and pedestrians.

A heavy accumulation of ice, which is often accompanied by high winds, can devastate infrastructure and vegetation. Destructiveness in the southern states is often amplified due to the lack of preparedness and response measures. Also, the infrastructure was not designed to withstand certain severe weather conditions such as weight build-up from snow and ice. Often, sidewalks and streets become extremely dangerous to pedestrians and motorists. Primary industries, such as farming and fishing, suffer losses through winter seasons that produce extreme temperatures and precipitation.

Within Georgia, the impacts of winter storms are often contained within the northern part of the State. However, events like the 1993 "storm of the century" illustrated the vast impacts that one storm can have on the entire state. The winter storms with the greatest impacts on Georgia are the result of coastal storms coming up from the Gulf of Mexico, including the winter storms in 1973 and 1993. The 1973 storm produced snowfalls of up to 19 inches in parts of Central Georgia including the City of Thomaston in Upson County. Also, a major ice storm occurred in 2014, bringing up to 1 inch of ice to the eastern portion of the State near Augusta.

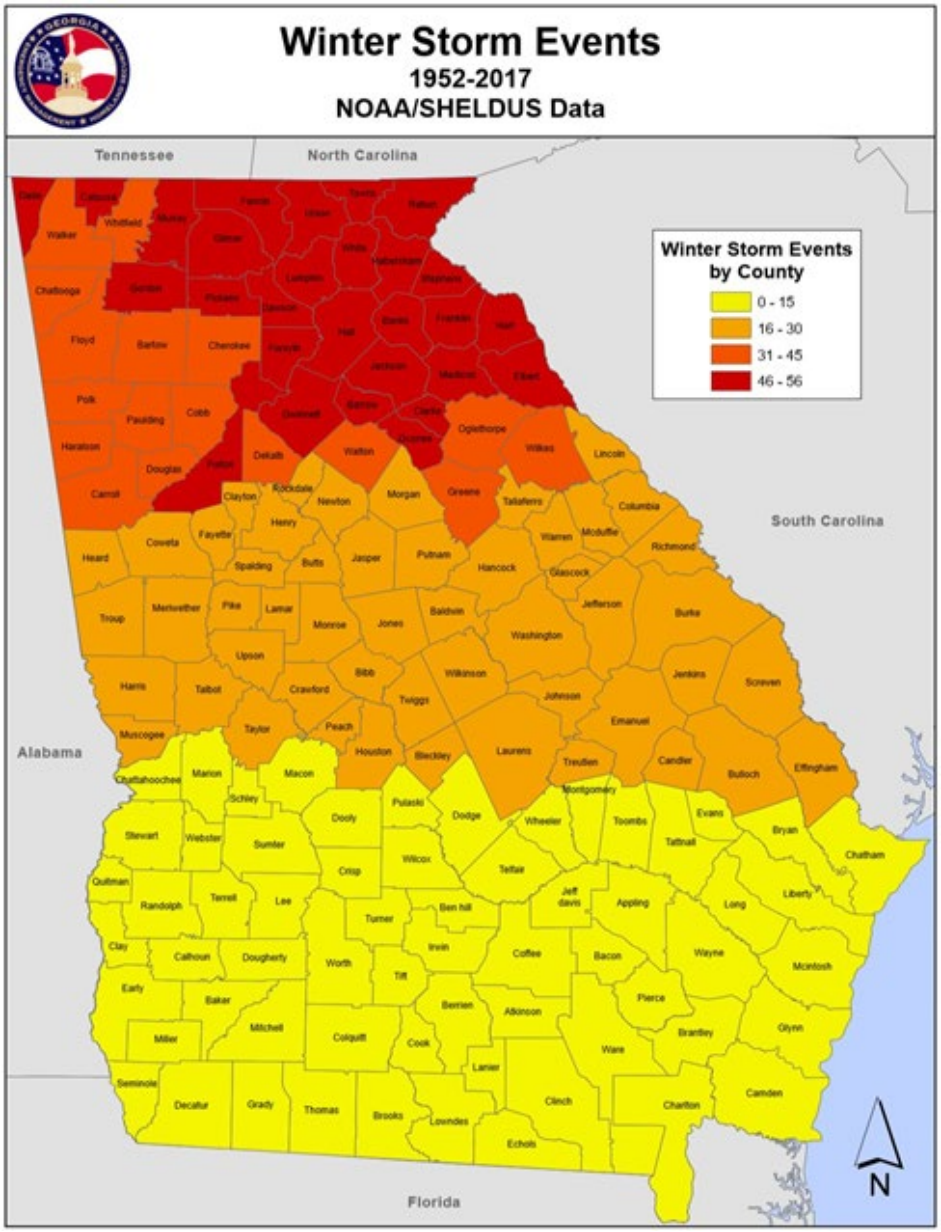
Severe winter weather exhibits seasonal qualities in that most occur within the months of January to March, with the highest probability of occurrence in February. The rate of onset and duration varies from storm to storm, depending on the weather system driving the storm. Severe winter weather rarely frequents the State of Georgia. However, the impacts of the storms substantiate severe winter weather's inclusion in the risk assessment.

Hazard Profile

While winter storms are not as frequent of an occurrence in Hall County as they are in areas in the Northern US, they still have the potential to wreak havoc on the community when they do occur. Winter storms in Hall County typically cause drastic damage to infrastructure, such as roads, power lines, and bridges.

Natural Hazard: **Winter Storm**

They also can cause damage to private property, businesses, and trees throughout the county. Due to the county's elevation changes, some highways have steep grades that can become dangerous during icy conditions. The large number of trees in Hall County can also become a hazard when the tree limbs become weighed down with snow and ice and begin to break and fall to the ground, potentially damaging private property, public property, or injuring people and animals.

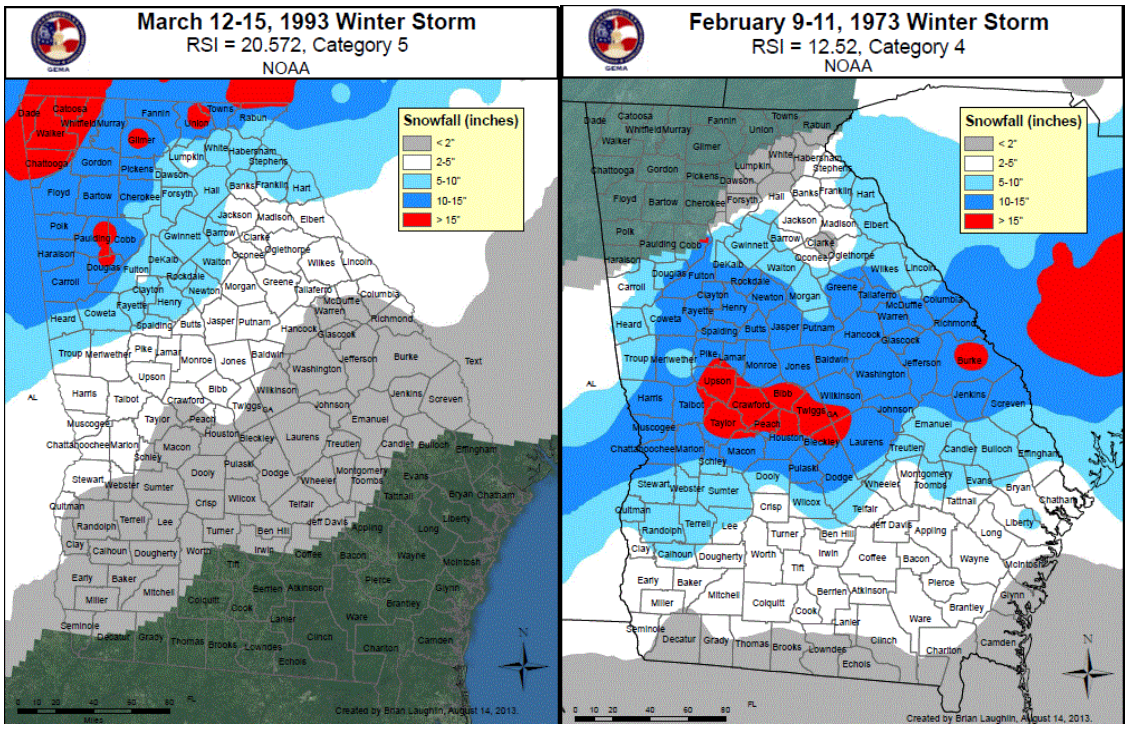


Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Winter Storm**

During the past twenty-five years, documentation exists for 47 winter storm events in Hall County. No consolidated data can be located prior to this timeframe. On average, Hall County has averaged 1.88 winter storms a year. All winter storm data has been gathered on a countywide basis. For additional historical data, please see Appendix D. All winter storm hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

Individual events of Winter Weather can be drastically different depending on many factors, including the duration of the event, the type of precipitation involved, and the depth of the precipitation. Winter Storm events can be a light dusting of snow, ¼ inch of ice, or over a foot of snow. Other factors, such as wind, can influence the strength of these events, as happened with wind-blown snow during the March 1993 Winter Storm event. During this event, over 10 inches of snow was reported in some areas of Hall County. All areas received at least 5 inches of snow.

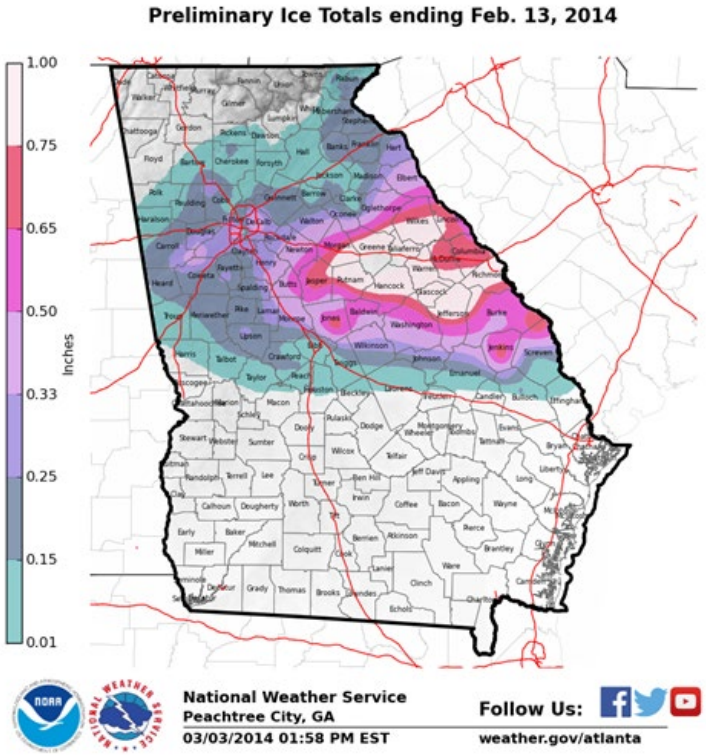


Source: 2014 State of Georgia Hazard Mitigation Strategy (most up-to-date version)

Ice events are another type of winter storm that has impacted Hall County in the past. These types of winter storms can be particularly crippling due to the increased threat of tree falls related to the weight of accumulated ice and subsequent

Natural Hazard: **Winter Storm**

utility infrastructure failure. The 2014 Ice Storm produced significant ice accumulations over much of North Central Georgia, including Hall County. While areas farther east, such as Augusta, saw the greatest impacts, Hall County had ice accumulations between 0.01 and 0.15 inches. This storm led to widespread power outages with some residents without power for over two days.



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

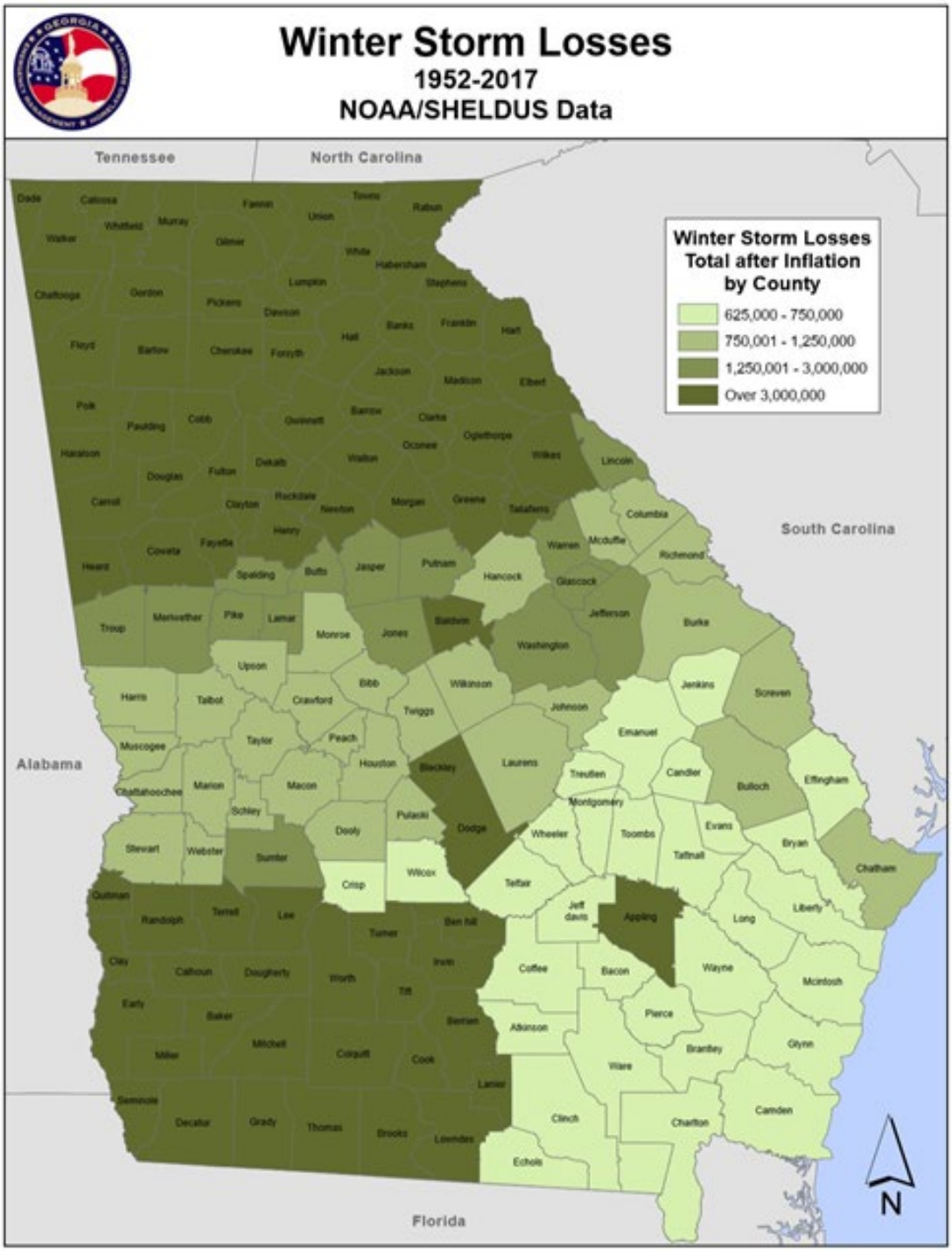
Assets Exposed to the Hazard

Since winter storms are indiscriminate regarding location, the Hall County HMPC determined that all public and private property, including all critical infrastructure, are susceptible to impacts from winter storms.

Estimated Potential Losses

Total estimated losses for winter storm events of the last 50 years indicate a total of over $1.5 million in losses. Extrapolated over 50 years, this averages out to $30,420 per year. However, all the documented winter storms with loss information have occurred over the last 24 years. As such, the average loss per year for the last 24 years is $63,375 per year. It is estimated that these numbers are a gross underestimation of the impact of past winter storms and caution is expressed when using these figures to make loss determinations for winter storms in Hall County.

Natural Hazard**: Winter Storm**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Winter Storm**

Land Use & Development Trends

Hall County currently has no land use trends related to Winter Storms beyond continued population growth – particularly around the City of Gainesville, in areas near the Gwinnett County line, and around Lake Lanier.

Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a winter storm, including freezing rain, sleet, and snow. Therefore, all mitigation actions identified regarding winter storms should be pursued on a countywide basis and including all municipalities.

Hazard Summary

Winter storms, which can include freezing rain, sleet, or snow, typically afford communities some advance warning, which is different from many other severe weather phenomena. The National Weather Service issues winter storm watches, advisories, and warnings as much as a day before the storm's impacts begin. Unfortunately, communities in the Southern United States are not equipped to handle winter storms due to their relative infrequent nature. Oftentimes, communities can face severe impact from these storms. The Hall County HMPC recognizes the potential threats winter storms could have on the community and have identified specific mitigation actions as a result.

Winter Storm Events since 2017 in Hall County

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/08/2017	16:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2018	18:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/04/2018	04:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/08/2020	09:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/06/2021	16:00	EST-5	Winter Storm		0	0	0.00K	0.00K

Natural Hazard: **Flooding**

Requirement §201.6(c)(2)(ii)
Requirement §201.6(c)(3)(ii)

Hazard Description

Flooding is a temporary overflow of water on normally dry lands adjacent to the source of water, such as a river, stream, or lake. The causes of flooding include mass sources of precipitation, such as tropical cyclones, frontal systems, and isolated thunderstorms combined with other environmental variables, such as changes to the physical environment, topography, ground saturation, soil types, basin size, drainage patterns, and vegetative cover. Adverse impacts may include structural damages, temporary backwater effects in sewers and drainage systems, death of livestock, agricultural crop loss, loss of egress and access to critical facilities due to roads being washed-out or over-topped and unsanitary conditions by deposition of materials during recession of the floodwaters.

Floods are loosely classified as either coastal or riverine. Coastal flooding occurs when normally dry, low-lying land is flooded by sea water. Coastal flooding is usually associated with tropical cyclones in Georgia. Riverine flooding occurs from inland water bodies such as streams and rivers. Riverine flooding is often classified based on rate of onset. The first is slow to build, peak, and recede, often allowing enough time for evacuations. The other type of riverine flood is referred to as a "flash" flood, which rapidly peaks and recedes, thus giving insufficient time for evacuations. Flash floods are typically considered the most dangerous of these types.

On a broad scale, flooding can occur around any body of water or low-lying surface given enough precipitation or snowmelt. The spatial extent of the flooding event depends on the amount of water overflow but can usually be mapped because of existing floodplains (areas already prone to flooding).

Flooding in Georgia is highly dependent on precipitation amounts and is highly variable. Certain seasons are more prone to flooding to a greater likelihood of excessive precipitation. Typically, the wet seasons are during the winter, early spring, and midsummer. Late spring and fall are usually drier seasons.

Hazard Profile

The Hall County HMPC researched flooding information for the last fifty years. The main sources of information used by the Hall County HMPC came from the National Climatic Data Center, the Hall County Emergency Operations Plan, and news media sources. It was determined that flooding has caused significant damage on many occasions over the last 25 years.

One significant flooding event that affected Hall County occurred in 2013. This event caused over $1 million in reported damages according to the National Climactic Data

Natural Hazard: **Flooding**

Center. Trudy Drive was completely washed out for 50-75 feet by a drainage branch that flows into Lake Lanier. Several other roads were closed and/or damaged by flood waters, including Atlanta Highway, McEver Road, Stephens Road, Flowery Way, Spring Street, and Cove Creek Road. The Flowery Branch area was the most impacted area from this event.

While data was collected for the entire 50-year timeframe, little information was available regarding flood events over that period, possibly due to poor record keeping. There are 16 documented flood events over the last 50 years. Based on the 50-year record, it can be inferred that such an event is likely to occur every 3.1 years in Hall County. This relates to a 32% chance of a flood event occurring in a given year. However, all identified flood events have occurred over the last 24 years. When extrapolated over 24 years, Hall County has averaged a flood every 1.5 and has a 66.7% annual chance of a flood event occurring.

Municipality	*# of Flood Events*	*Annual Risk*
BRASELTON*	0	0%
BUFORD*	1	4%
FLOWERY BRANCH	6	24%
GAINESVILLE	5	20%
GILLSVILLE	3	12%
LULA	3	12%
OAKWOOD	2	8%
CLERMONT	3	12%
UNINCORPORATED/ COUNTYWIDE	7	28%

The above information is for the last 25 years
**** Utilized data from Barrow and Jackson Counties***
*****Utilized data from Gwinnett County***

Flood events within Hall County are typically associated with areas of special flood hazard as identified on the Flood Insurance Rate Maps (FIRMs) published by FEMA. Relatively little information is available regarding flooding damage estimates. However, with each flooding event, it is likely that significant costs arose related to road repair, infrastructure repair, and public safety response operations. Most of the flood damage in Hall County's history appears to be related to roads and culverts washing out because of flood waters. All flooding hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

Natural Hazard: **Flooding**

There are no active flood gages in Hall County.

The City of Gainesville has several areas that could see direct flood impacts during a 100-year flood event. Most of these areas are near waterways that flow into Lake Lanier. Homes and businesses on Norton Road, Kenwood Drive, Pearl Nix Parkway (near Dorsey Street), Davis Street, Industrial Blvd, Atlanta Highway, (near McConnell Drive), Highland Terrace, Allied Drive, and Hilton could see up to 6 inches of water in a 100-year flood event. The most devastating effect of a 100-year flood event on Gainesville would be the potential for the city to be cut off from areas to the West due to rising waters on and around Lake Lanier.

For the Hall County portions of the City of Braselton, most flooding is limited to periphery areas of the jurisdiction near Sherwood Creek. Four homes on Democracy Drive could see up to four inches of water during a 100-year (1% annual risk) flood event. Four homes on Mayors Way could be inundated with up to 18 inches of water in a 100-year (1% annual risk) flood event. Mulberry Creek could also impact homes in Braselton during a 100-year (1% annual risk) flood event. This includes approximately 30 homes in the area of Stonebridge Cover, Brookshire Court, and Lexington Way. These homes could be inundated with up to 2 feet of water with Stonebridge Cover the most at risk.

For the Hall County portions of the City of Buford, little direct impact is expected from a 100-year (1% annual risk) flood event. No homes or businesses in this area are in the flood plain. The most impacted area would be subdivisions off of Frazer Road, which could be cut off by Big Creek blocking Frazer Road near Gainesville Highway.

In the City of Flowery Branch, several areas could see direct impacts from a 100-year (1% annual risk) flood event. One of the most impacted areas would be a mobile home park on Lights Ferry Road. This mobile home park could see approximate 15 homes inundated with flood waters originating from overflow areas of Lake Lanier. These homes could be inundated with up to 1 foot of water. This area is also at significantly higher risk of impact due to larger portion of vulnerable populations living in this area. Other areas of Flowery Branch that could see impacts include homes on Mulberry Street and East Main Street, which could see homes inundated with up to 18 inches of water from the city's namesake – Flowery Branch.

In the City of Gillsville, little to no direct impacts from flooding are expected beyond the potential flooding of low-lying areas in a flash flood event. Candler Creek, however, would cut the City of Gillsville off from the rest of Hall County at Highway 52 near the Highway 323 intersection.

The City of Lula also does not anticipate any direct impacts from a flooding event beyond the potential flooding of low-lying areas in a flash flood event.

Natural Hazard: **Flooding**

The Town of Clermont would also likely see no direct impacts from a flooding event beyond the potential flooding of low-lying areas. However, it would likely be cut off from the City of Gainesville by the flooding of Georgia Highway 11/US Highway 129 at the East Fork of the Little River near Green Circle.

The City of Oakwood could potentially see the flooding of homes and businesses on Oakwood Road, Old Flowery Branch Road, and Creekside Place from Balus Creek and its tributaries. Apartments on Balus Creek Road could be inundated by up to 4 inches of water in a 100-year (1% annual risk) flood event. Balus Creek also poses a threat to several buildings on Facilities Drive at Gainesville Campus of the University of North Georgia. Buildings on Facilities Drive could be inundated by up to 18 inches of water in a 100-year (1% annual risk) flood event.

For additional historical data, please see Appendix D.

Assets Exposed to the Hazard

To evaluate the assets that would potentially be impacted by flooding, the Hall County HMPC attempted to identify known structures within, or close to, the 100-year floodplain. There are approximately 569 buildings identified in the flood plain.

Estimated Potential Losses

The flooding events in Hall County over the last 50 years have led to over $185,000 in damages. Extrapolated over 50 years, this results in an annual average of $3,750 per year. However, all reported damages have occurred in the last 20 years. As a result, the average over the last 20 years is $9,263 annually. These estimations are believed to be a gross underestimation of both prior and potential damages from flood events. Based upon the estimations from the Worksheet 3As located in Appendix E, a flood equivalent to the 1% riverine flood levels could result in estimated losses of more than $34 million (569 buildings). However, it is possible that some areas may not experience total losses while others may be inundated with flood water who are not designated in the 1% riverine flood areas.

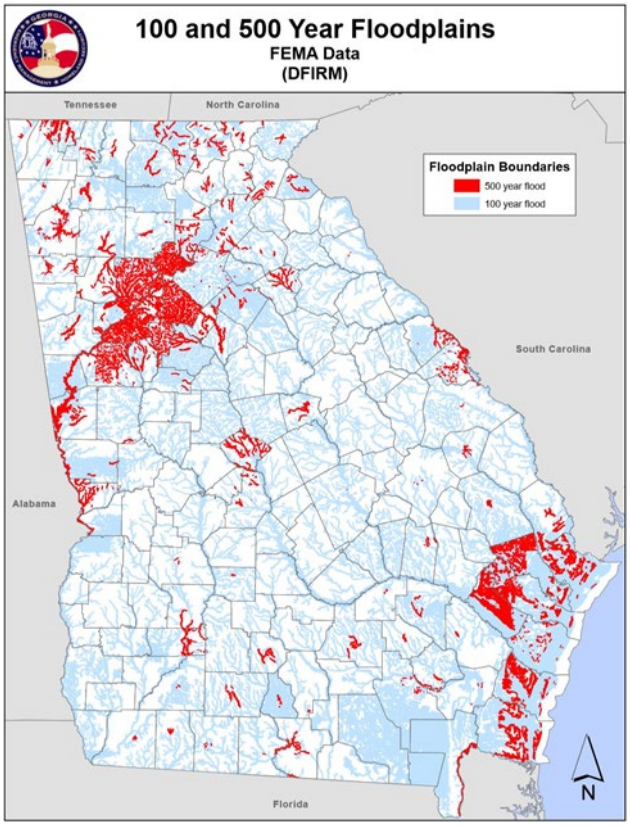
Land Use & Development Trends

Hall County participates in the National Flood Insurance Program (NFIP) and follows the program's guidelines to ensure future development is carried out in the best interests of the public. The County (CID No. 130466) first entered the NFIP on January 31, 1984. According to the NFIP guidelines, the County has executed a Flood Damage Prevention Ordinance. This ordinance attempts to minimize the loss of human life and health as well as minimize public and private property losses due to flooding. The ordinance requires

Natural Hazard: **Flooding**

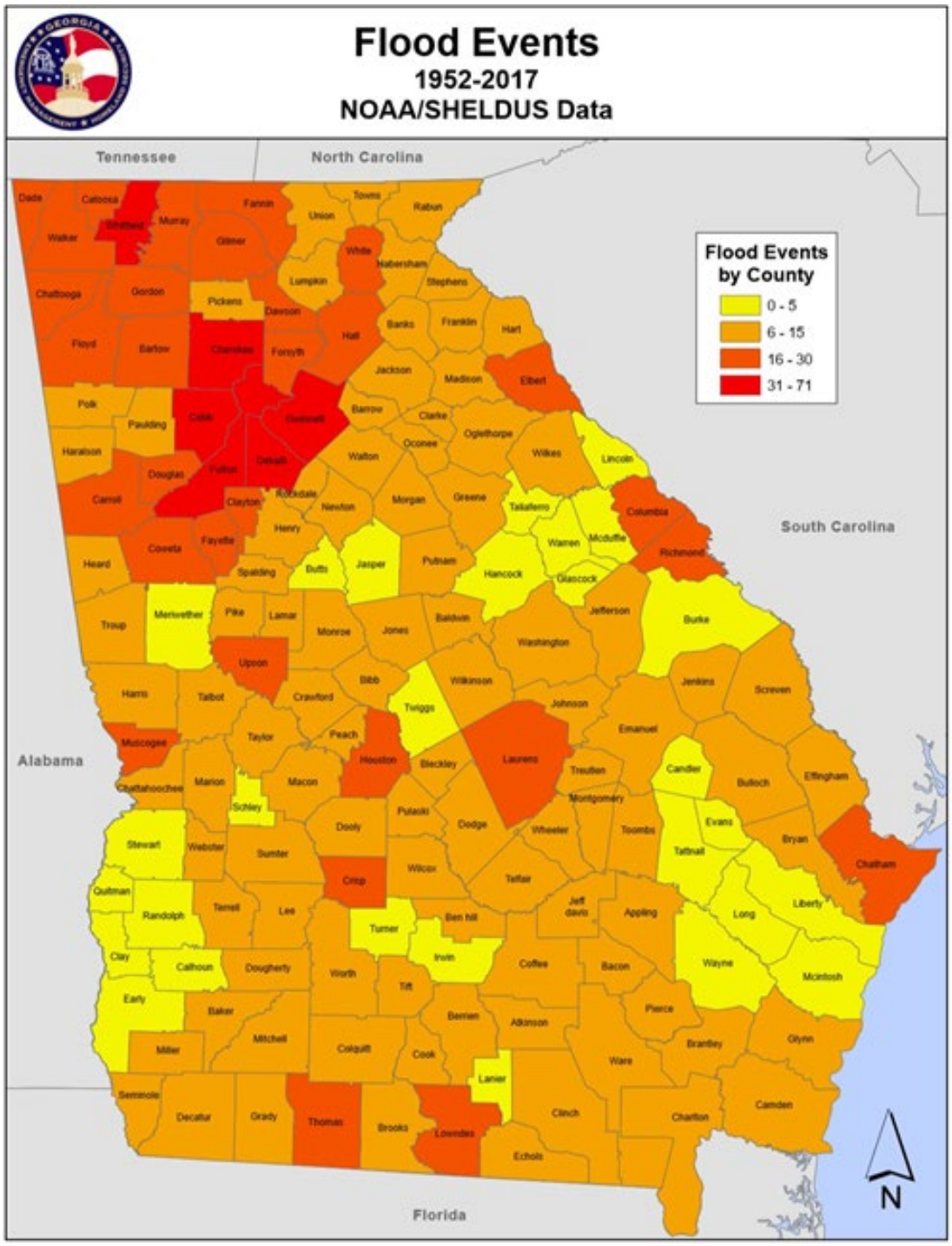
any potential flood damage be evaluated at the time of initial construction and that certain uses be restricted or prohibited based on this evaluation. The ordinance also requires that potential homebuyers be notified that a property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes and the International Building Codes. Currently, the Hall County municipalities of Braselton (CID No. 130343), Buford (130323), Clermont (130332), Flowery Branch (130333), Gainesville (130263), Lula (130562), and Oakwood (130334) also participate in NFIP through the application of appropriate NFIP-compliant ordinances and regulations. The City of Gillsville (130561) currently does not participate in NFIP, but is in the process of researching NFIP requirements in order to gain compliance in the future. There are no structures located within the floodplain in Gillsville. Since all floodplain areas in Gillsville are along Candler Creek and are agricultural fields and timberland, previous Gillsville government administrators have not adopted NFIP related ordinances.

There are three repetitive loss residential properties identified in Hall County. One of these properties is located in the City of Gainesville and has a reported loss total of $3,651. Two of the repetitive loss residential properties are in unincorporated Hall County and have a reported loss total of $36,779.



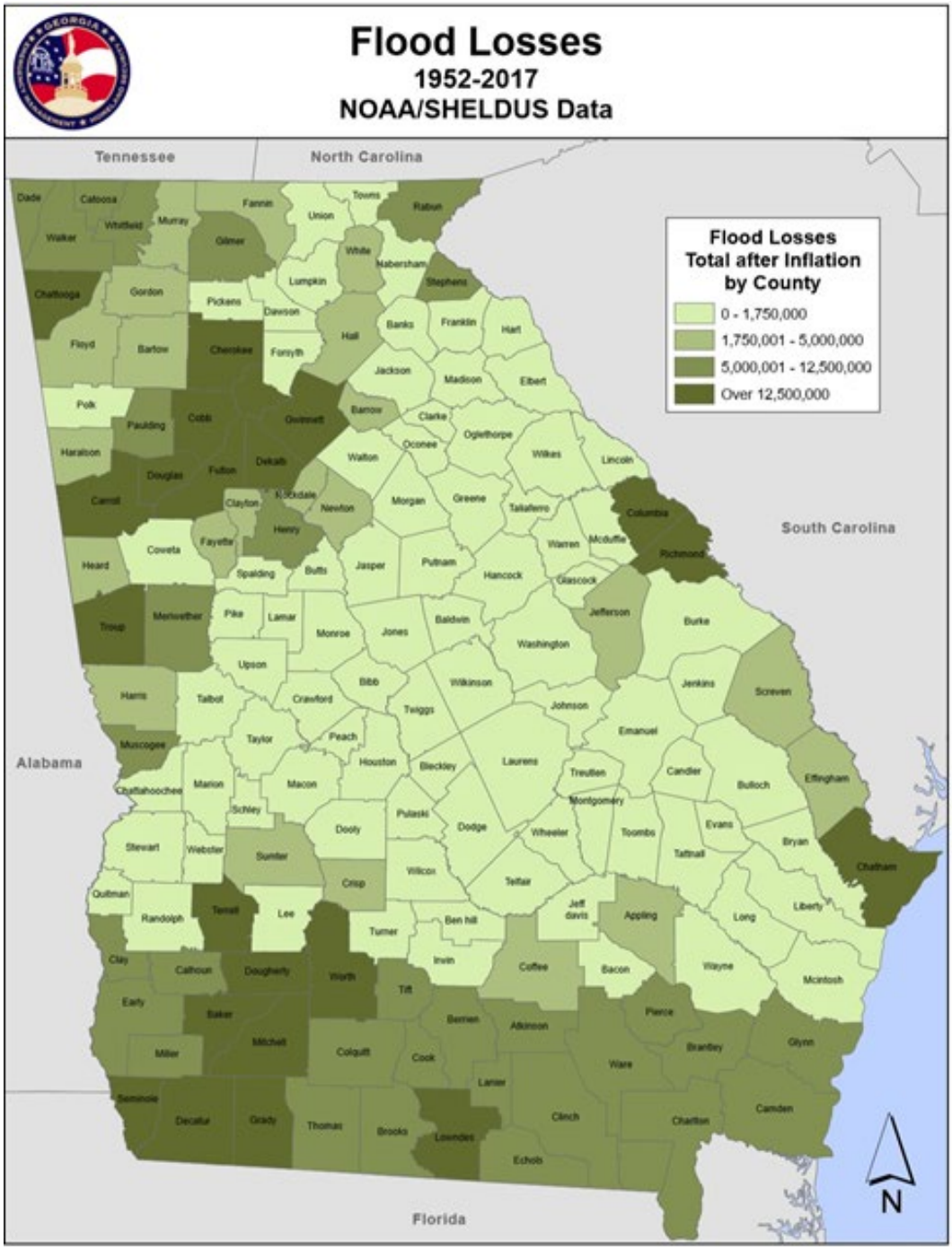
Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Flooding**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Flooding**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Flooding**

Multi-Jurisdictional Considerations

During a large-scale flood event, many portions of Hall County would potentially be impacted by flooding. However, the area's most prone to flooding have historically been those areas located within the 100-year floodplain – particularly those areas near Lake Lanier and its tributaries and distributaries. All of Hall County, including all municipalities, could potentially be impacted.

Hazard Summary

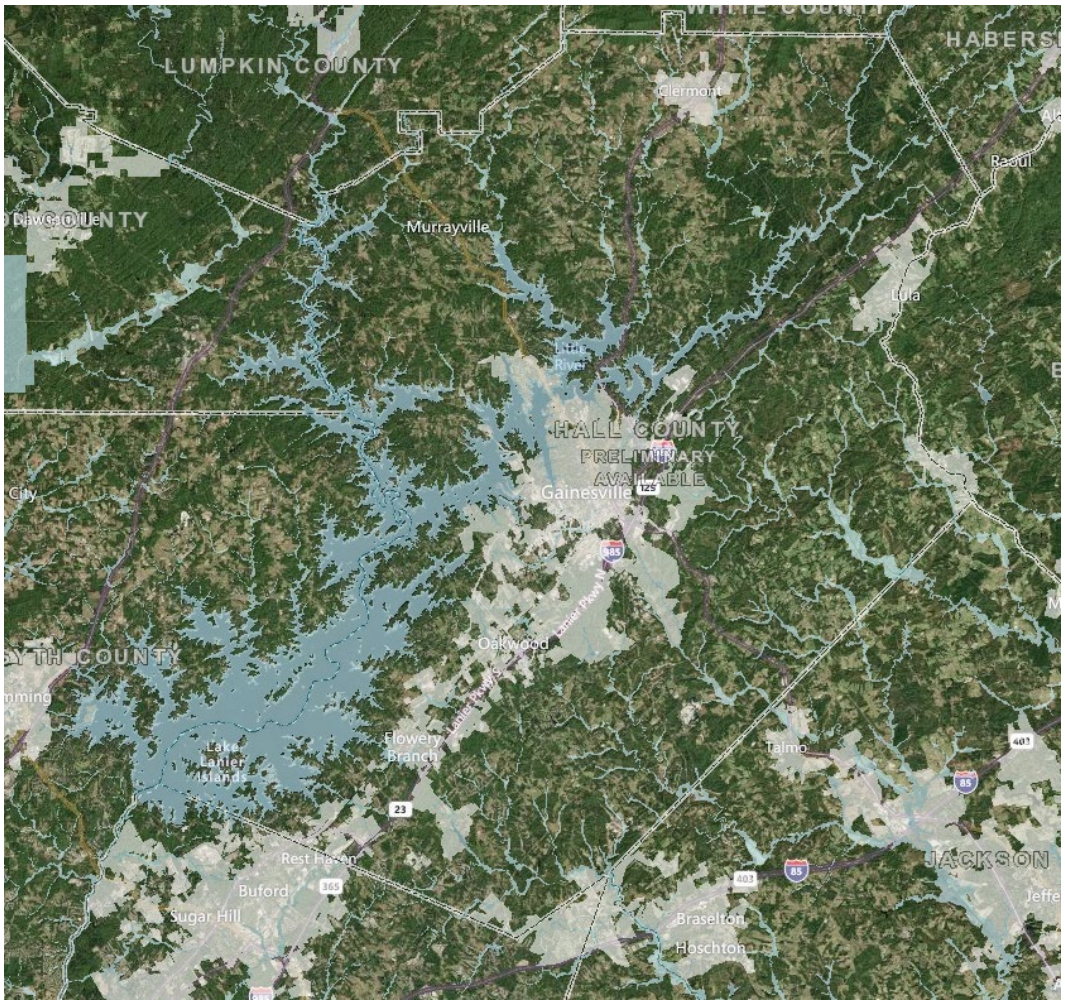
Flooding has the potential to inflict significant damage within Hall County, particularly those areas near Lake Lanier and its tributaries and distributaries. Mitigation of flood damage requires the community to be aware of flood-prone areas, including roads, bridges, and critical facilities. The Hall County HMPC identified flooding as a hazard requiring mitigation measures and identified specific goals, objectives, and action items they deemed necessary to lessen the impact of flooding for their communities.

Flood Events in Hall County since 2017

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	65.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/01/2018	00:25	EST-5	Flash Flood		0	0	10.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	10/10/2020	23:10	EST-5	Flash Flood		0	0	10.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:15	EST-5	Flash Flood		0	0	15.00K	0.00K
LULA	HALL CO.	GA	10/10/2020	23:15	EST-5	Flash Flood		0	0	10.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	0.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	0.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	10.00K	0.00K
GILLSVILLE	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	10.00K	0.00K

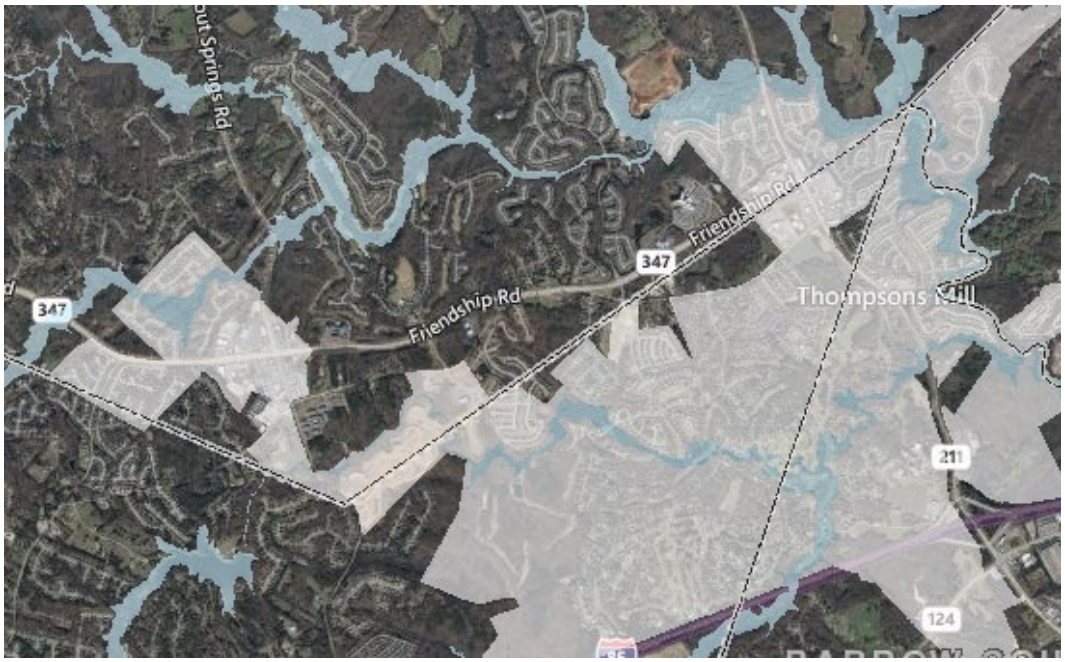
Natural Hazard: **Flooding**

Hall County



Natural Hazard: **Flooding**

Braselton



Buford

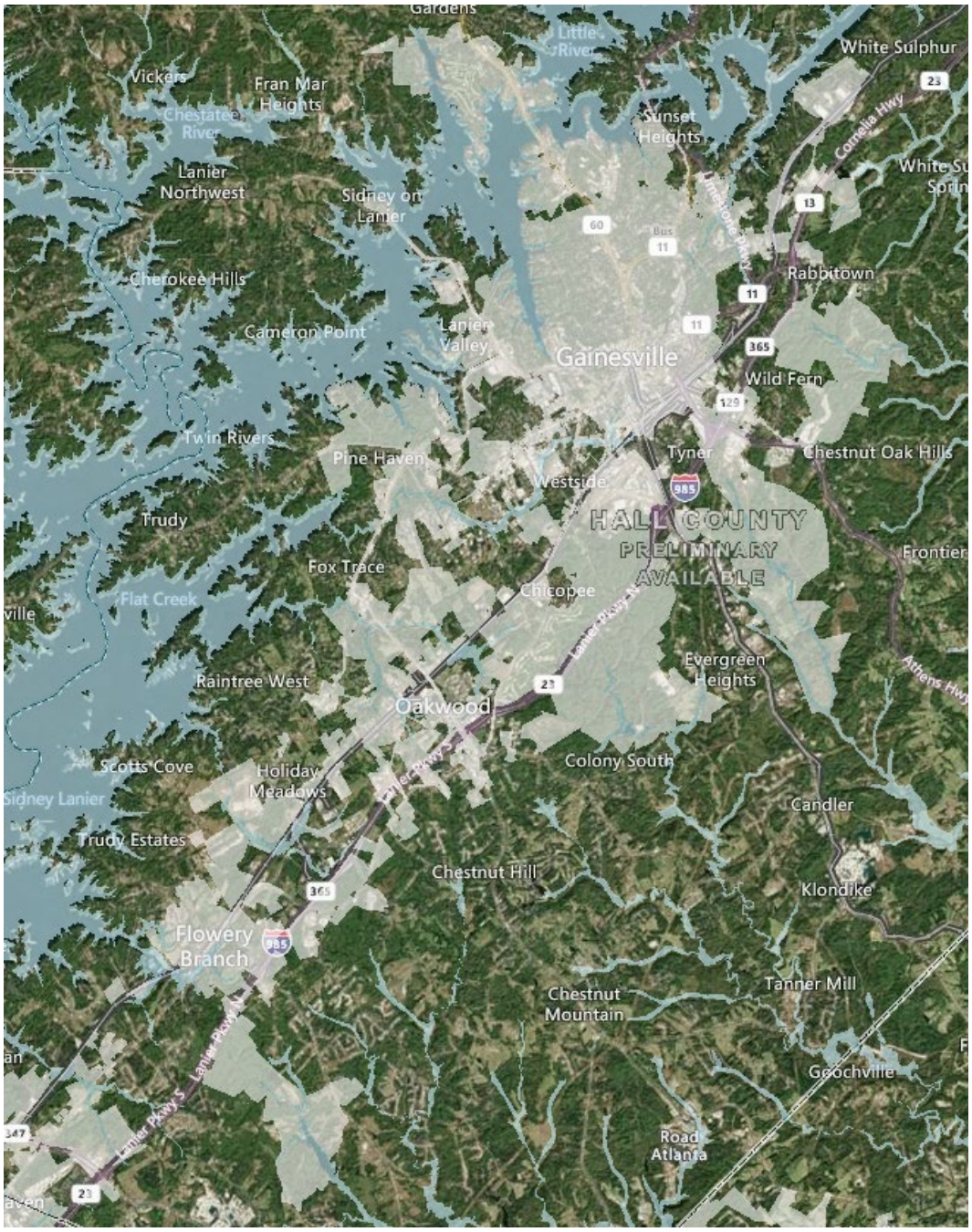
Natural Hazard: **Flooding**

Clermont

Gillsville

Natural Hazard: **Flooding**

Flowery Branch, Gainesville, and Oakwood



Natural Hazard: **Flooding**

Lula

Note: All "light blue" shaded areas indicate the extent of the 100-year (or 1% annual) flood risk
All Flood Maps are from the Georgia DFIRM Flood Map Program

Natural Hazard: **Tornado**

Hazard Description

A tornado is a violently rotating column of air (seen only when containing condensation, dust, or debris) that is in contact with the surface of the ground. Exceptionally large tornadoes may not exhibit the classic "funnel" shape, but may appear as a large, turbulent cloud near the ground or a large rain shaft. Destructive because of strong winds and windborne debris, tornadoes can topple buildings, roll mobile homes, uproot vegetation, and launch objects hundreds of yards.

Most significant tornadoes (excluding some weak tornadoes and waterspouts) stem from the right rear quadrant of large thunderstorm systems where the circulation develops between 15,000 and 30,000 feet. As circulation develops, a funnel cloud, a rotating air column aloft, or tornado descends to the surface. These tornadoes are typically stronger and longer-lived. The weaker, shorter-lived tornadoes can develop along the leading edge of a singular thunderstorm. Although tornadoes can occur in most locations, most of the tornado activity in the United States in the Midwest and Southeast. Tornadoes can occur anywhere within the State of Georgia.

In terms of the continuum of area of impact for hazard events, tornadoes are fairly isolated. Typically ranging from a few hundred feet to one or two miles across, tornadoes affect far less area than larger meteorological events such as tropical cyclones, winter storms and severe weather events. An exact season does not exist for tornadoes. However, most occur between early spring to mid-summer (February-June). The rate of onset of tornado events is rapid. Typically, the appearance of the first signs of the tornado is the descending funnel cloud. This sign may be only minutes from the peak of the event, giving those in danger minimal sheltering time. However, meteorological warning systems attempt to afford those in danger more time to shelter. The frequency of specific tornado intensities is undetermined because no pattern seems to exist in occurrence. Finally, the duration of tornado events ranges from the few minutes of impact on a certain location to the actual tornado lasting up to a few hours.

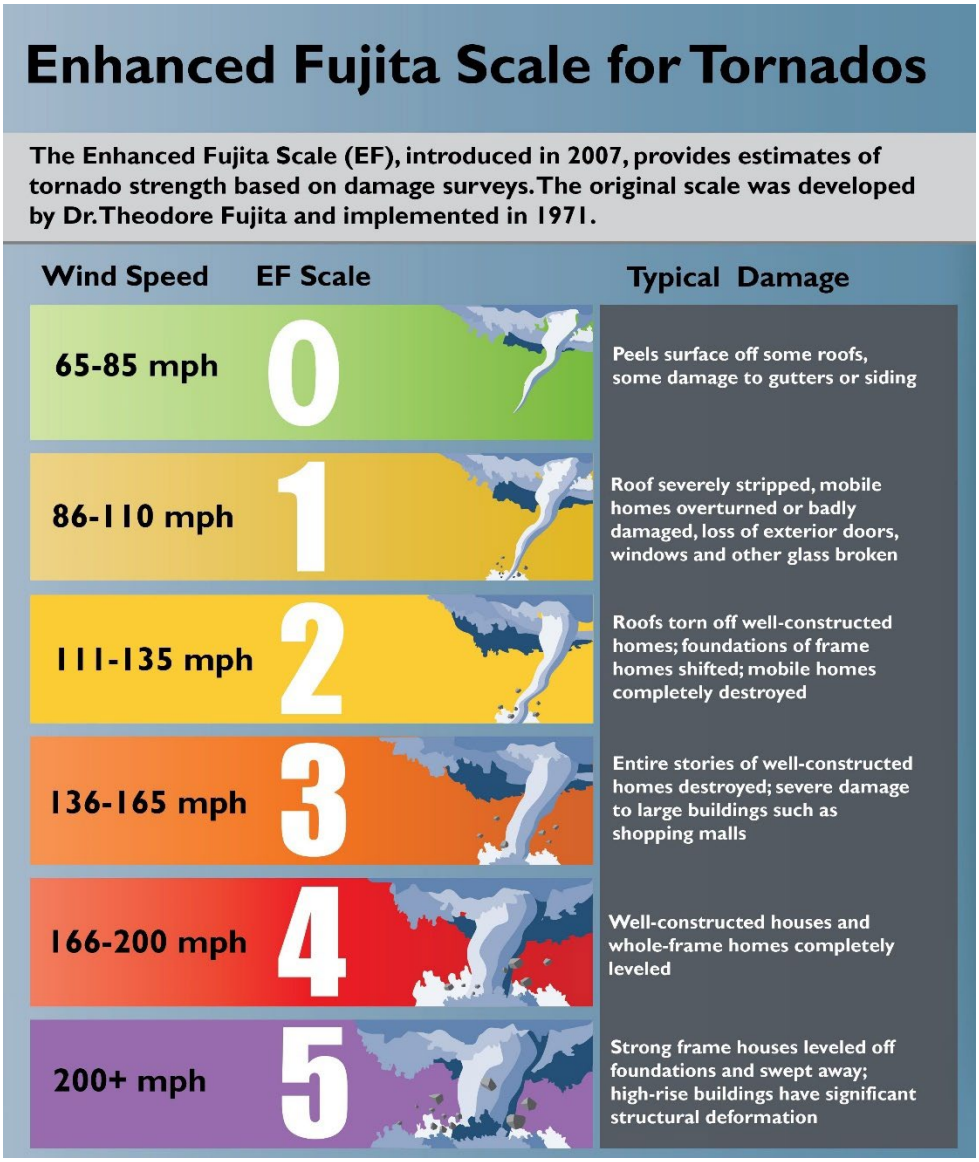
Tornadoes are measured after the occurrence using the subjective intensity measures. The Enhanced Fujita Scale describes the damage and then gives estimates of magnitude of peak 3-second gusts in miles per hour.

Hazard Profile

All areas within Hall County are vulnerable to the threat of a tornado. Due to the indiscriminate and unpredictable nature of tornadoes, there is no reliable method to determine where or when a tornado will strike. There have been 18 documented tornadoes in the last 50 years in Hall County.

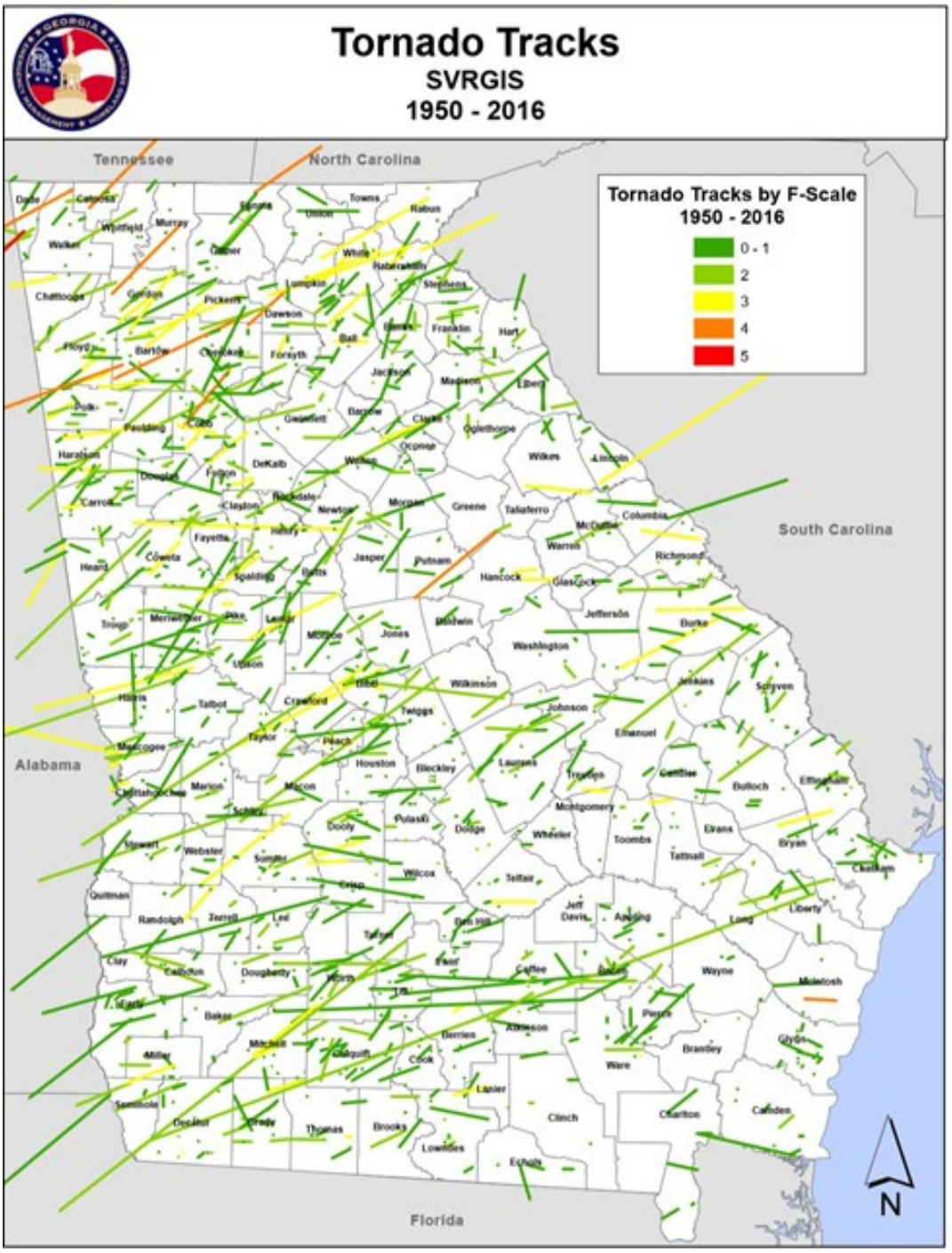
Natural Hazard: **Tornado**

Based on the 50-year information available for Hall County, a tornado occurs every 2.8 years. On an annual basis, Hall County has a 36% chance of being impacted from a tornado event. When only the last twenty years are considered, the likelihood of a tornado affecting Hall County decreases to 25% (5 tornadoes since 2001).



Source: International Code Council

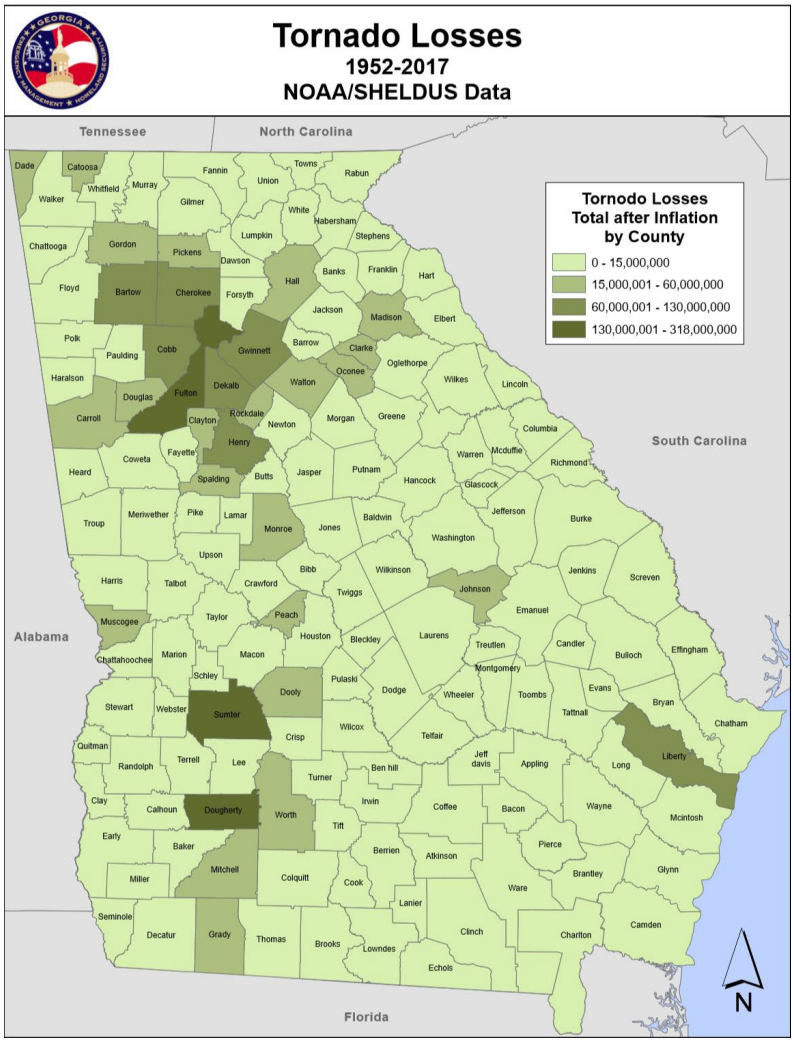
Natural Hazard: **Tornado**



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Tornado**

Individual tornado events can cause extreme damage to an area. This holds true for Hall County, as well. The strongest and costliest documented tornado to impact Hall County was an F3 in 1998. This devastating storm caused damage in northern Hall County and into White County which totaled over $20 million in damages. The storm was on the ground for 9 miles in Hall County. It caused significant damage to two schools – Lanier Elementary and North Hall High School. This storm killed 10 people and injured an additional 96 people. Hall County is historically home to one of the deadliest tornadoes in US History. In 1936, a large tornado killed 203 people, injured 1,600, and destroyed over 750 homes in the City of Gainesville. For additional historical data, please see Appendix D. All tornado hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Tornado**

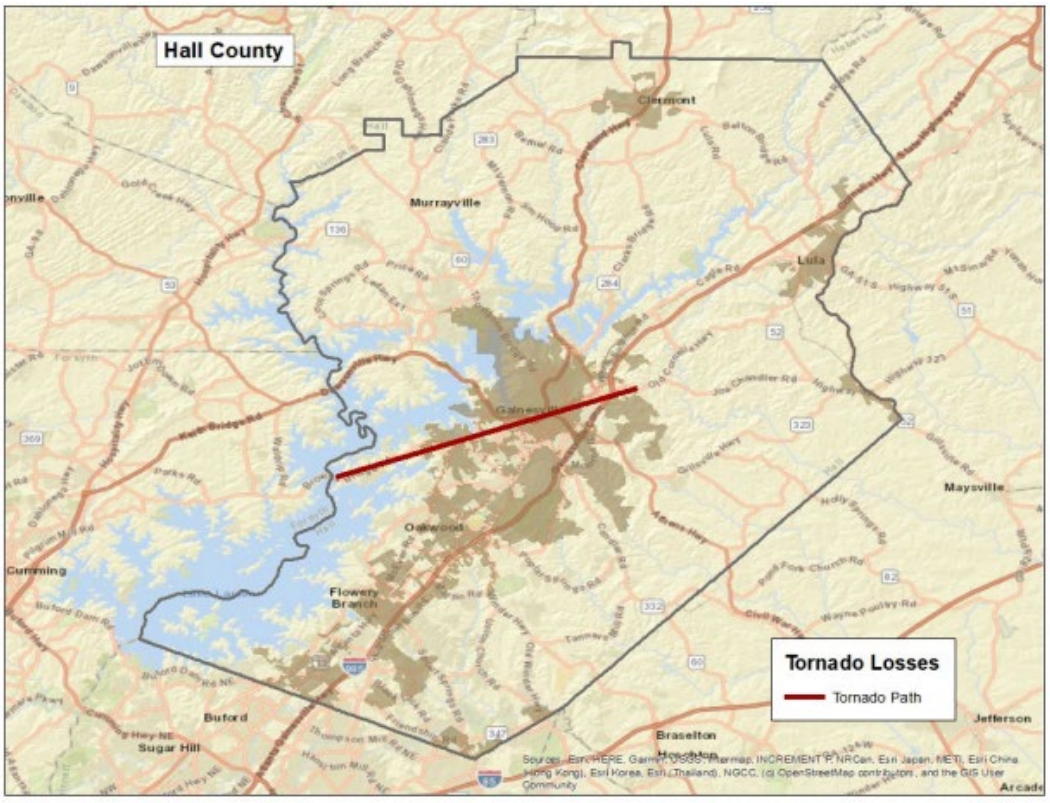
Assets Exposed to the Hazard

In evaluating assets that are susceptible to tornadoes, the Hall County HMPC determined that all public and private property is threatened by tornadoes, including all critical facilities. This is due to the lack of spatial prejudice of tornadoes.

Estimated Potential Losses

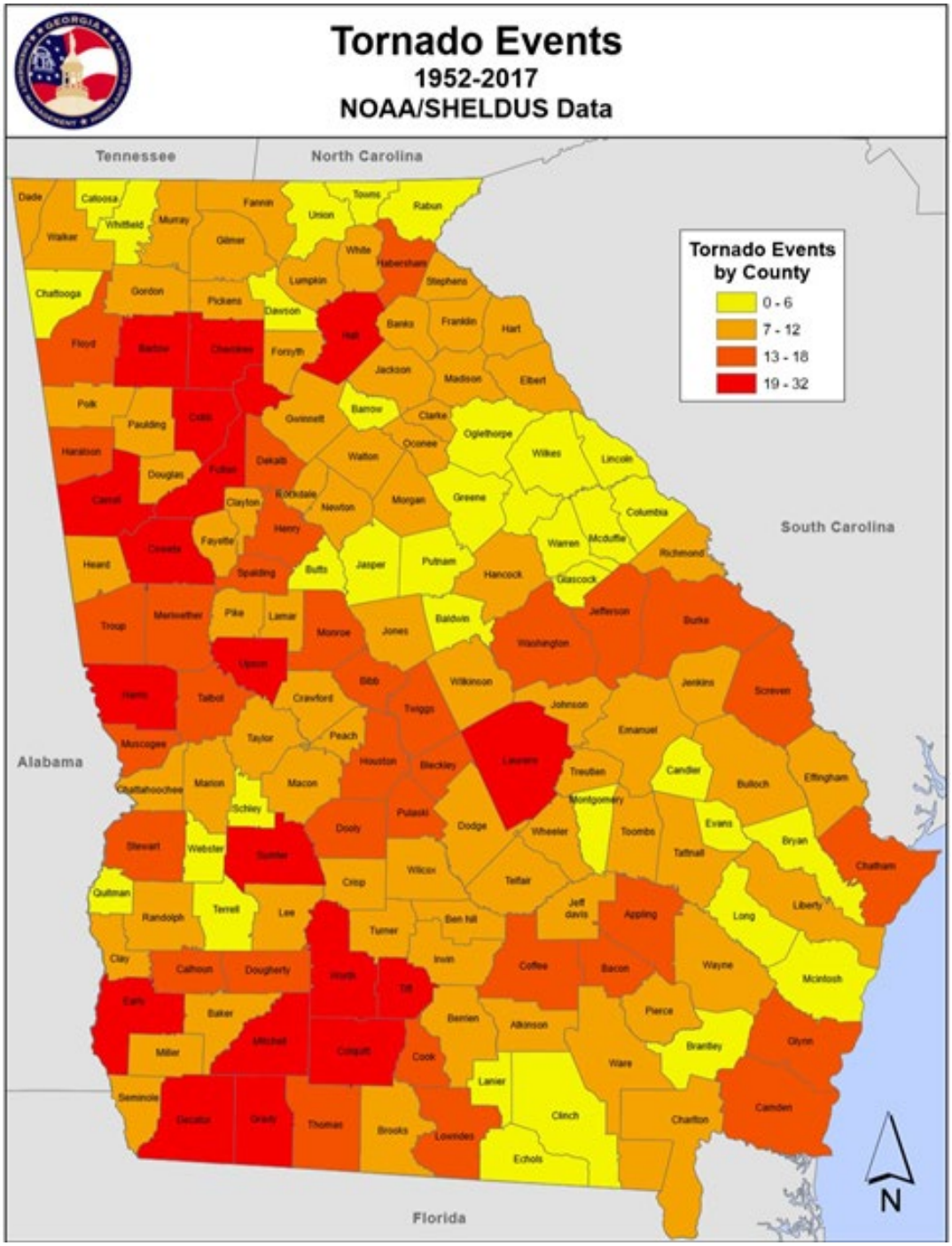
Estimates of damage for the past events of the last 50 years are over $31 million, or $626,620 annually. However, singular events can cause a significant impact in the amount of losses – such as the $15 million in damages in Hall County caused by the 1998 tornado. Documented damage estimates for tornado events in Hall County have varied wildly depending on what was damaged.

Within the 2022 Hall County HAZUS report, a theoretical tornado path for an EF3 was identified that would inflict maximum damage. HAZUS estimated that this theoretical tornado would cause damage to approximately 2,052 buildings and result in losses more than $161 million with the City of Gainesville suffering the greatest economic impacts.



Source: 2022 Hall County HAZUS Report

Natural Hazard: **Tornado**

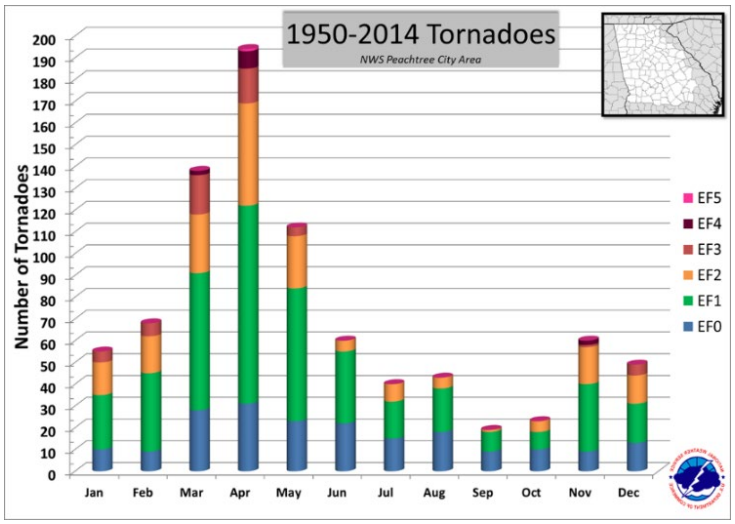


Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Tornado**

Land Use & Development Trends

Hall County main land use trend related to Tornadoes involves continued population growth – particularly around the City of Gainesville, areas near Gwinnett County, and areas around Lake Lanier.



Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a tornado due to the indiscriminate nature of tornadic events. Therefore, all mitigation actions identified regarding tornadoes should be pursued on a countywide basis and included all municipalities.

Hazard Summary

Hall County remains at risk to potential damage from tornadoes, especially considering the average of one tornado every 2.8 years over the last 50 years. Should a tornado strike in densely populated areas of the county, significant damage or loss of life could occur. Due to the destructive power of tornadoes, it is essential that the mitigation measures identified in this plan regarding tornado activity receive full consideration.

Hall County Tornadoes since 2017

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
BROOKTON	HALL CO.	GA	04/19/2019	04:50	EST-5	Tornado	EF1	0	0	75.00K	0.00K
ROBERTS XRDS	HALL CO.	GA	04/13/2020	01:49	EST-5	Tornado	EF0	0	0	10.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	12/30/2021	00:03	EST-5	Tornado	EF0	0	0	0.00K	0.00K

Natural Hazard: **Drought**

Hazard Description

Drought is a normal, recurrent feature of climate consisting of a deficiency of precipitation over an extended period (usually a season or more). This deficiency results in a water shortage for some social or environmental sector. Drought should be judged relative to some long-term average condition of balance between precipitation and evapotranspiration in a particular area that is considered "normal." Drought should not be viewed as only a natural hazard because the demand people place on water supply affects perceptions of drought conditions. From limited water supplies in urban areas to insufficient water for farmland, the impacts of drought are vast.

Droughts occur in virtually every climatic zone and on every continent. Because the impacts of drought conditions are largely dependent on the human activity in the area, the spatial extent of droughts can span a few counties to an entire country.

Temporal characteristics of droughts are drastically different from other hazards due to the possibility of extremely lengthy durations as well as a sluggish rate of onset. Drought conditions may endure for years or even decades. This factor implicates drought as having a high potential to cause devastation on a given area. The duration characteristic of droughts is so important that droughts are classified in terms of length of impact. Droughts lasting 1 to 3 months are considered short term, while droughts lasting 4 to 6 months are considered intermediate and droughts lasting longer than 6 months are long term. With the slow rate of onset, most populations have some inkling that drought conditions are increasingly present. However, barring drastic response measures, most only have to adapt to the changing environment.

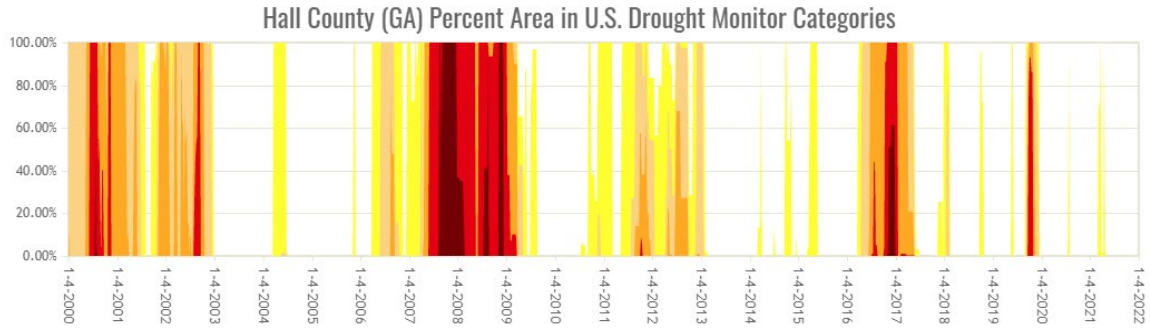
Seasonality has no general impact on droughts in terms of calendar seasons. However, "wet" and "dry" seasons obviously determine the severity of drought conditions. In other words, areas are less susceptible to drought conditions if the area is experiencing a wet season. The frequency of droughts is undetermined, because the hazard spans such a long period of time. However, climatologists track periods of high and low moisture content similarly to the tracking of cooling and warming periods.

Hazard Profile

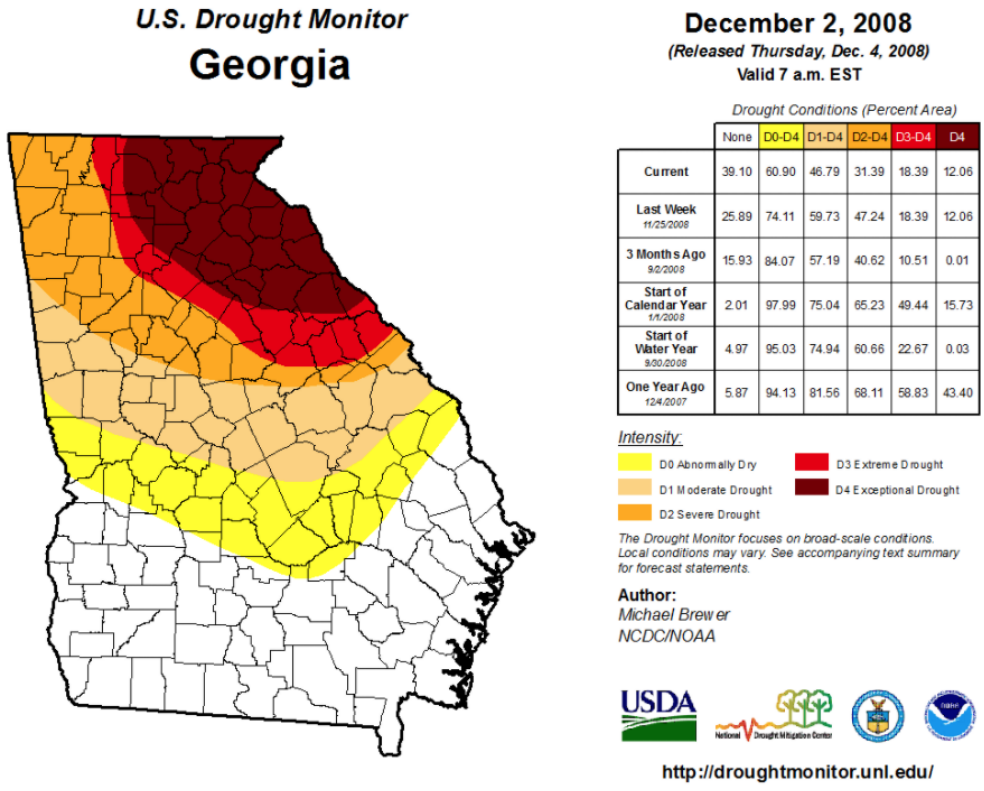
The Hall County HMPC reviewed data for the last 50 years regarding drought conditions. Historically, agricultural losses have accounted for the vast amount of losses related to drought conditions. Due to poor record keeping and the unpredictable nature of drought conditions, reliability of historical data for the last 50 years is low. Hall County has been impacted by 8 drought events in the last 20 years, according to data from the United States Drought Monitor. This amounts to a 40% chance of a drought for a given year over the last 20 years. The economic impact of these droughts, including crop damage, is not available.

Natural Hazard: **Drought**

All drought hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

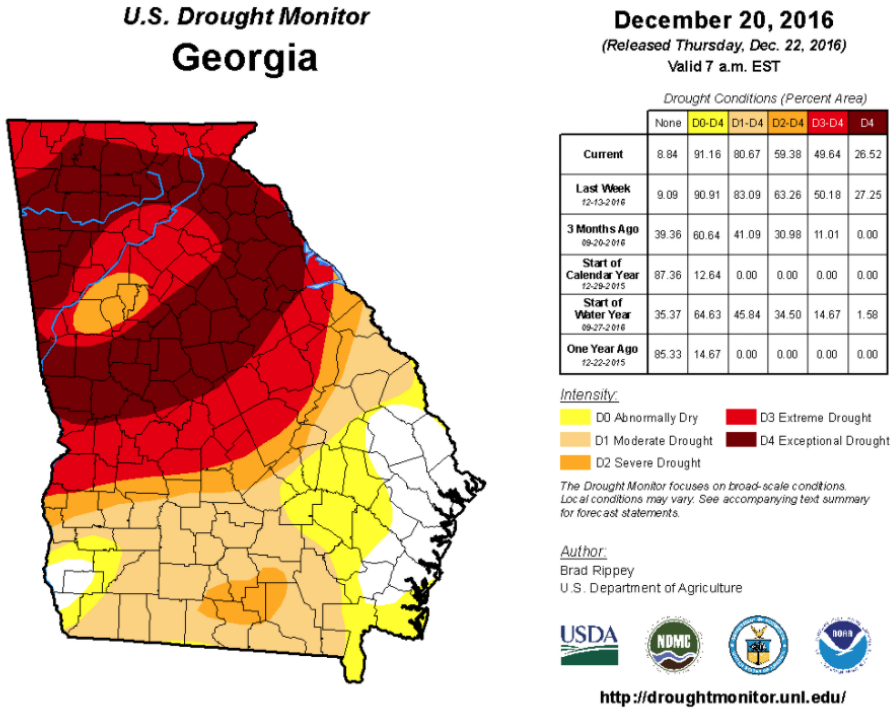


There have been two recent examples of "exceptional" drought events affecting Hall County. These events occurred in 2008 and 2016. Both events reached the D4 (Exceptional Drought) designation, according to data from the United States Drought Monitor. Below are maps of these two events.



Source: USDA Drought Monitor – University of Nebraska-Lincoln

Natural Hazard: **Drought**



Source: USDA Drought Monitor – University of Nebraska-Lincoln

Events of this extent can cause water shortages for residential and corporate needs, as well as affecting the ability for firefighting operations to be properly effective. Drought conditions of this extent can have devastating effects on the local agricultural industries, which has occurred in previous D4 level droughts.

Assets Exposed to the Hazard

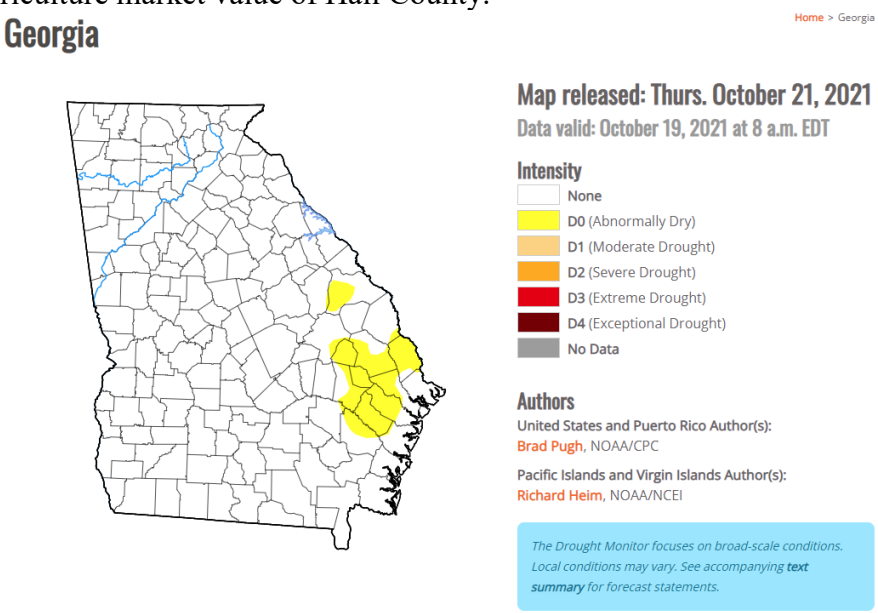
While drought conditions do not typically pose a direct threat to structures, secondary hazards from drought such as increased wildfire threat, does pose a significant threat to all public and private property in Hall County, including all critical facilities. Water resources could also become scarce during a drought, a condition that would potentially affect all Hall County residences and critical facilities.

Estimated Potential Losses

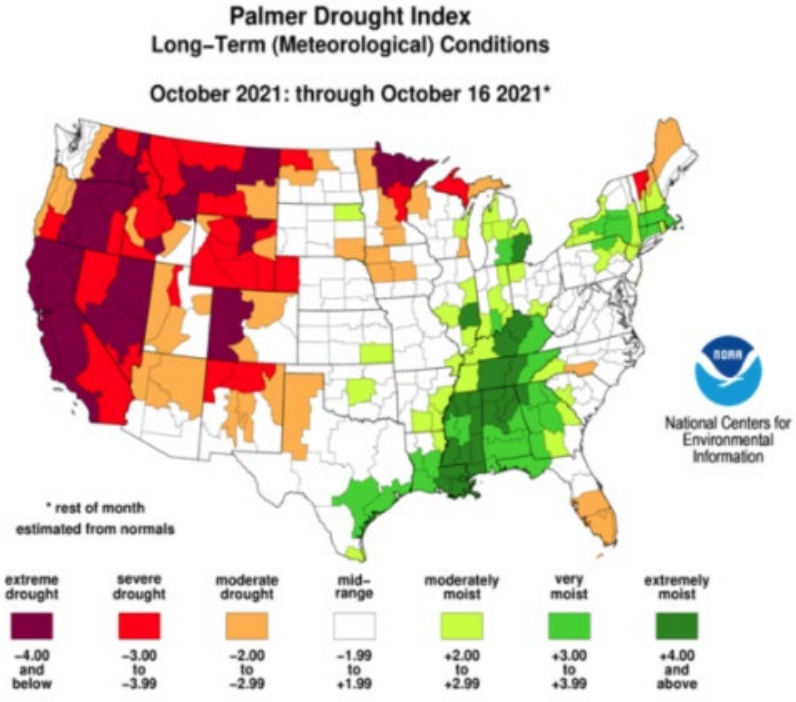
No damage to structures or critical facilities is expected as a direct result of drought conditions. However, crop damage and subsequent losses can be expected to occur because of drought conditions. The degree of losses would depend on the duration of the drought, severity of the drought, temperatures during the drought, season in which the drought occurs, and the specific needs of the involved crops. Water system shortages and need for supply assistance for those systems could also lead to economic losses associated with the drought. The 2001 drought caused $931,310 in crop losses in Hall County.

Natural Hazard: **Drought**

According to the 2017 Agriculture Census data, Hall County's market value of products sold was $128,469,000. The vast majority of these products are tied directly to the poultry industry in Hall County. Poultry and egg products account of over $121 million – or 94.7% - of the agriculture market value of Hall County.



Source: United States Drought Monitor (University of Nebraska-Lincoln)



Source: National Center for Environmental Information

Natural Hazard: **Drought**

Land Use & Development Trends

As growth continues, drought can become a larger threat for Hall County due to the increased reliance on water infrastructure and wells countywide. This increased pull on these resources in Hall County could quicken or deepen the impacts of a drought for residential, commercial, and industrial areas.

Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a drought, but agricultural areas of the county are potentially more at risk. Therefore, all mitigation actions identified regarding drought should be pursued on a countywide basis and include all municipalities.

Hazard Summary

Drought conditions can cause significant economic stress on the agriculture and forestry interests of Hall County. The potential negative secondary impacts of drought are numerous. They include increased wildfire threat, decreased water supplies for residential and industrial needs, stream-water quality, and water recreation facilities. The Hall County HMPC recognizes the potential threats drought conditions could have on the community and have identified specific mitigation actions as a result.

Natural Hazard: **Wildfire**

Hazard Description

A wildfire is an uncontained fire that spreads through the environment. Wildfires can consume large areas, including infrastructure, property, and resources. When massive fires, or conflagrations, develop near populated areas, evacuations could possibly ensue. Not only do the flames impact the environment, but the massive volumes of smoke spread by certain atmospheric conditions also impact the health of nearby populations.

Wildfires result from the interaction of three crucial elements: fuel, ignition (heat), and oxygen. Natural and manmade forces cause the three crucial elements to coincide in a manner that produces wildfire events. Typically, fuel consists of natural vegetation. However, as the urban and suburban footprint expands, wildfires may utilize other means of fuel, such as buildings. In terms of ignition or source of heat, the primary source is lightning. However, humans are more responsible for wildfires than lightning. Manmade sources vary from the unintentional, such as fireworks, campfires, or machinery, to intentional arson. With these two elements provided, the wildfires may spread as long as oxygen is present.

Weather is the most variable factor affecting wildfire behavior. Strong winds propel wildfires quickly across most landscapes unless firebreaks are present. Shifting winds create erratic wildfires, which can complicate fire management efforts. Dry conditions provide faster-burning fuels, either making the area more vulnerable to wildfire or increasing the mobility of preexisting wildfires.

Wildfires are notorious for spawning secondary hazards, such as flash flooding and landslides, long after the original fire is extinguished. Both flash flooding and landslides result from fire consuming the natural vegetation that provides precipitation interception and infiltration as well as slope stability.

All of Georgia is prone to wildfire due to the presence of wildland fuels associated with wildfires. Land cover associated with wildland fuels includes coniferous, deciduous, and mixed forest; shrubland; grassland and herbaceous; transitional; and woody and emergency herbaceous wetlands. The spatial extent of wildfire events greatly depends on both the factors driving the fire as well as the efforts of fire management and containment operations.

In terms of seasonality, wildfires can occur during any season of the year. However, drier seasons, which vary within the State of Georgia, are more vulnerable to severe wildfires because of weather patterns and the abundant quick-burning fuels. In terms of rate of onset and duration, wildfires vary depending on the available fuels and weather patterns. Some wildfires can engulf an area in a matter of minutes from the first signs whereas others may be slower burning and moving. The frequency of wildfires is not typically measured because of the high probability of human ignition being statistically unpredictable.

Natural Hazard: **Wildfire**

Magnitude and intensity are typically only measured by size of the wildfire and locations of burning.

Three classes of fires include understory, crown, and ground fires. Naturally induced wildfires burn at relatively low intensities, consuming grasses, woody shrubs, and dead trees. These understory fires often play an important role in plant reproduction and wildlife habitat renewal and self-extinguish due to low fuel loads or precipitation. Crown fires, which consist of fires consuming entire living trees, are low probability but high consequence events due to the creation of embers that can be spread by the wind. Crown fires typically match perceptions of wildfires. In areas with high concentrations of organic materials in the soil, ground fires may burn, sometimes persisting undetected for long periods until the surface is ignited.

Hazard Profile

Wildfires pose a serious threat to Hall County. This is a result of the high amount of forestland and vegetation available to fuel potential wildfires. Also, there is an increasing amount of wildland-urban interface (WUI) in Hall County, which is defined as areas where structures and other human development meets undeveloped wildland properties. 93.6% of Hall County's population lives within the WUI. All wildfire hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

Wildfire statistics were not available for the 50-year timeframe at the time of this profile. According to the 2013 Hall County Community Wildfire Protection Plan, Hall County had 182 wildfires from 2008 to 2012 that consumed a total of 329.62 acres. This equates to an average of 36.4 wildfires per year and these fires consume an average of 65.9 acres per year. Hall County has a 5.1% daily chance of a wildfire. Historically, debris burning and lightning have been the top two reasons for wildfires in Hall County.

Assets *Exposed to the Hazard*

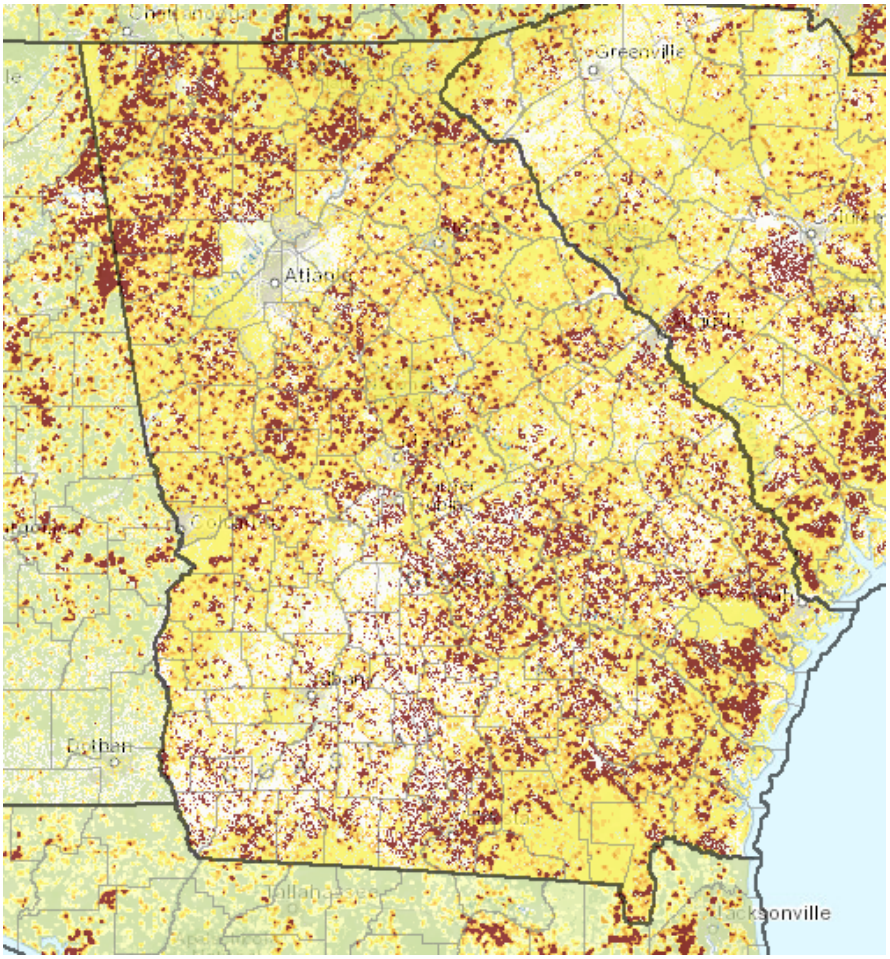
All public and private property located within the Wildland-Urban Interface, including critical infrastructures, are susceptible to impacts from wildfires. Due to the large area of wildland area in Hall County and the large amount of WIU, all public and private property, including critical infrastructures, could be directly or indirectly impacted by the threat of wildfire.

Estimated Potential Losses

Little information is available regarding damages, in terms of dollars, for wildfire losses in Hall County. According to the 2017 Ag Census by the USDA, Hall County has just over $3 million in annual crop sales. These areas would potentially be impacted by a wildfire event.

Natural Hazard: **Wildfire**

Georgia Wildfire Ignition Density



Source: Southern Group of State Foresters Wildfire Risk Assessment Portal

Jurisdiction	Percentage of Population in WUI
Hall County	*95.0%*
Braselton	*99.4%*
Buford	*99.4%*
Flowery Branch	*98.3%*
Gainesville	*85.7%*
Gillsville	*96.3%*
Lula	*99.7%*
Oakwood	*99.2%*
Clermont	*94.2%*

Natural Hazard: **Wildfire**

Land Use & Development Trends

With the continued increase in population, Wildland-Urban Interface (WUI) is increasing in Hall County. The WUI creates areas where fire can easily move from wildland areas into developed areas and threaten structures and human life. The expansion of the WUI in Hall County complicated wildland fire management operations and planning initiatives. This development trend is expected to continue in the future.

Multi-Jurisdictional Considerations

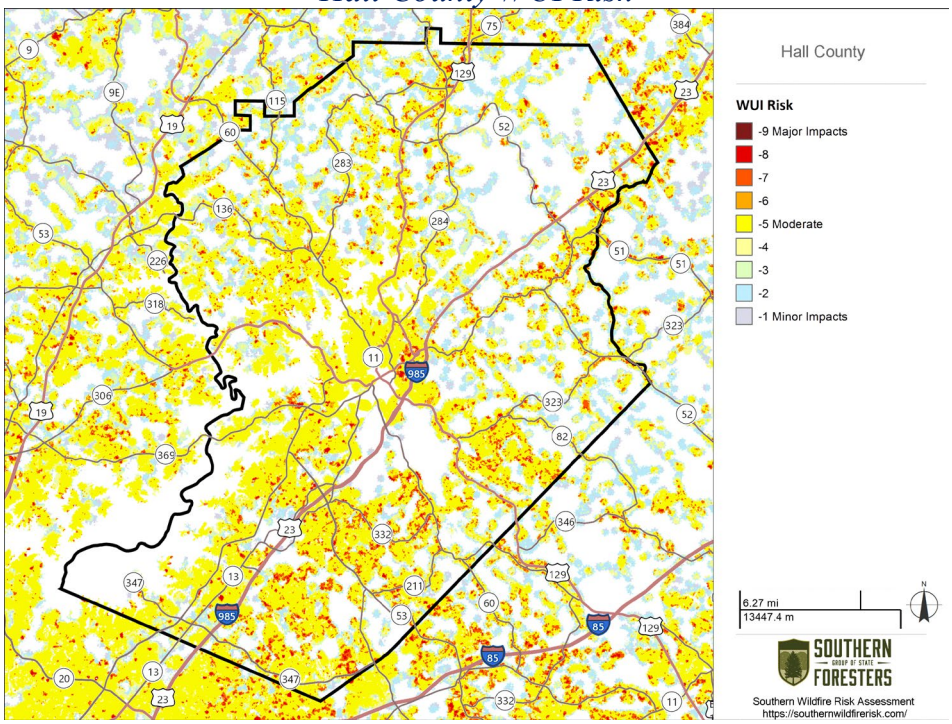
All portions of Hall County, including all municipalities, could potentially be impacted by a wildfire due to the large amount of Wildland-Urban Interface, but the less developed areas of the county are more vulnerable. Therefore, all mitigation actions identified regarding wildfires should be pursued on a countywide basis and include all municipalities.

Hazard Summary

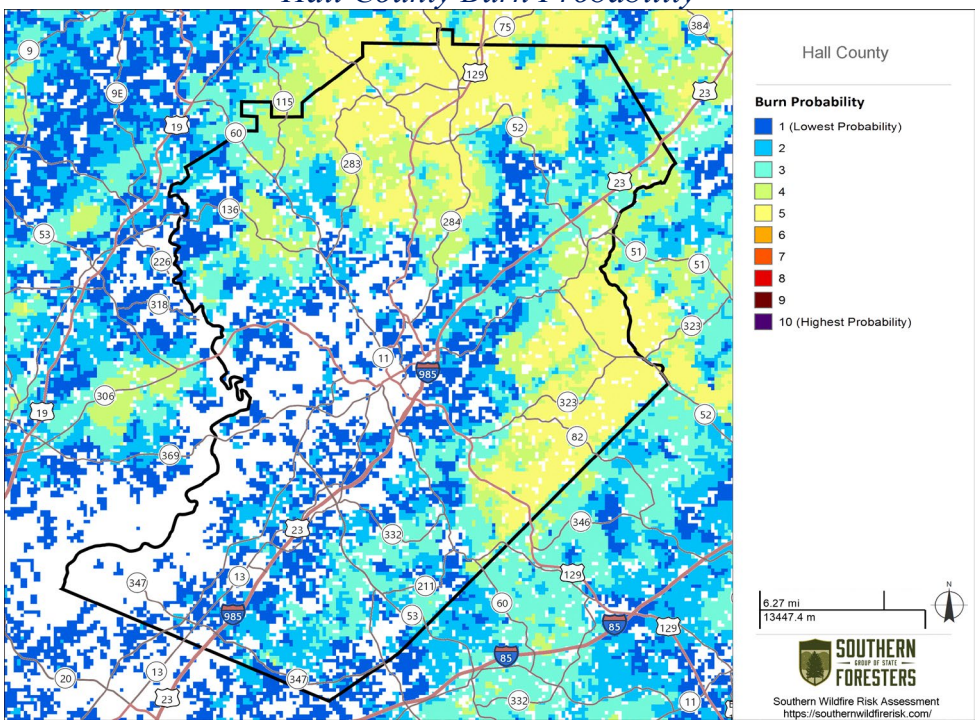
Wildfire is a significant threat to Hall County due to the increased amount of Wildland-Urban Interface. The increasing amount of area where structures and other human development meets undeveloped, wildland property is where 99.6% of Hall County's population lives. The mitigation measures identified in this plan should be aggressively pursued based on the high frequency of this hazard and the ability for wildfires to inflict devastation anywhere in Hall County.

Natural Hazard: **Wildfire**

Hall County WUI Risk

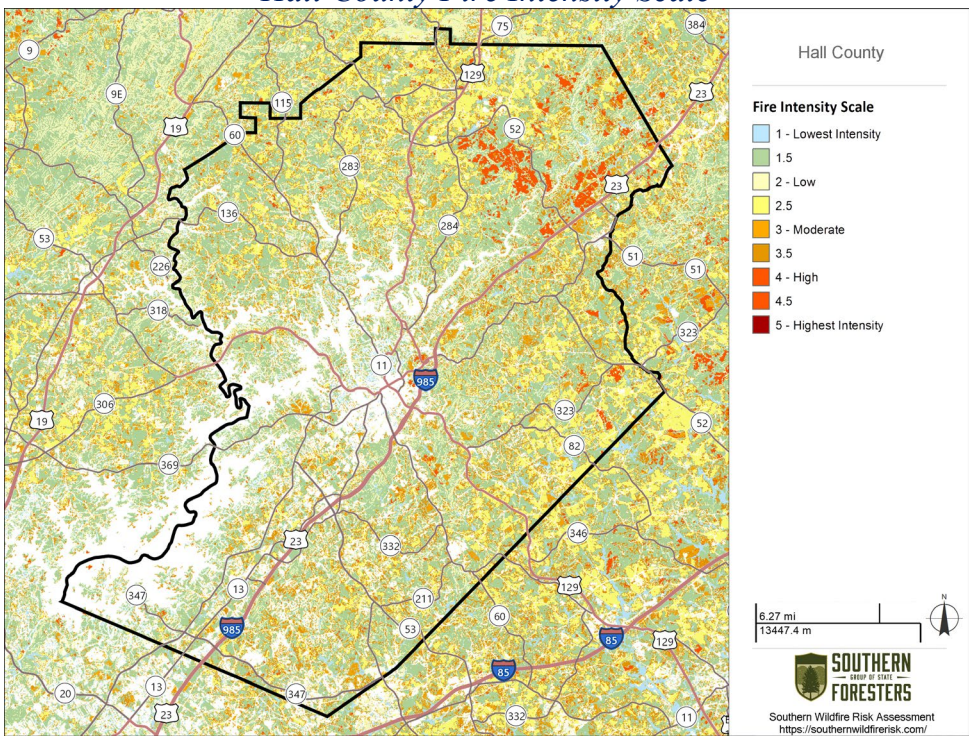


Hall County Burn Probability

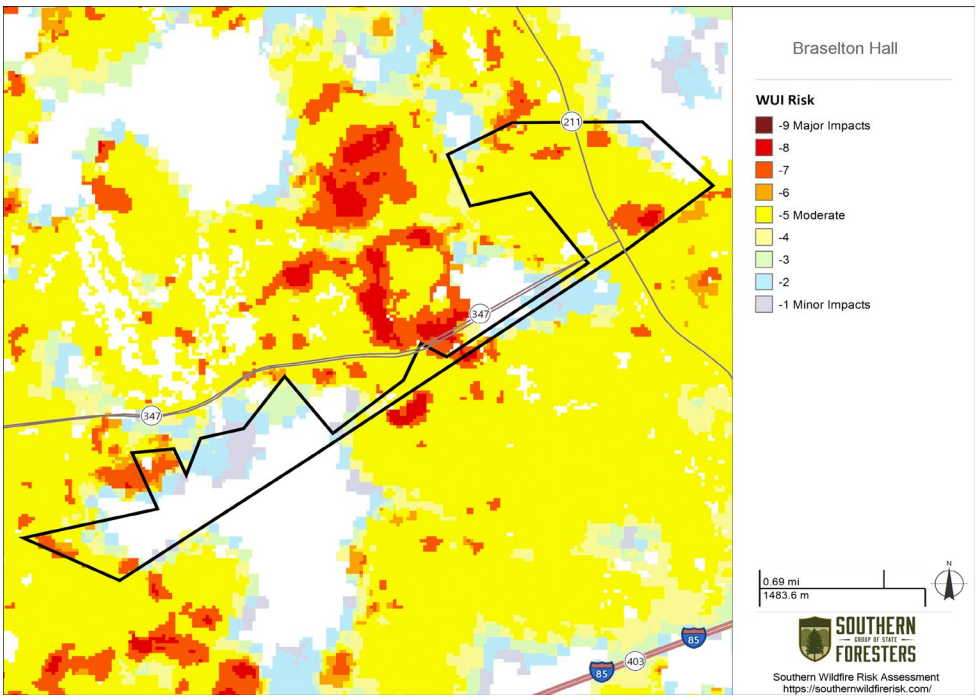


Natural Hazard: **Wildfire**

Hall County Fire Intensity Scale



Braselton WUI Risk



Natural Hazard: **Wildfire**

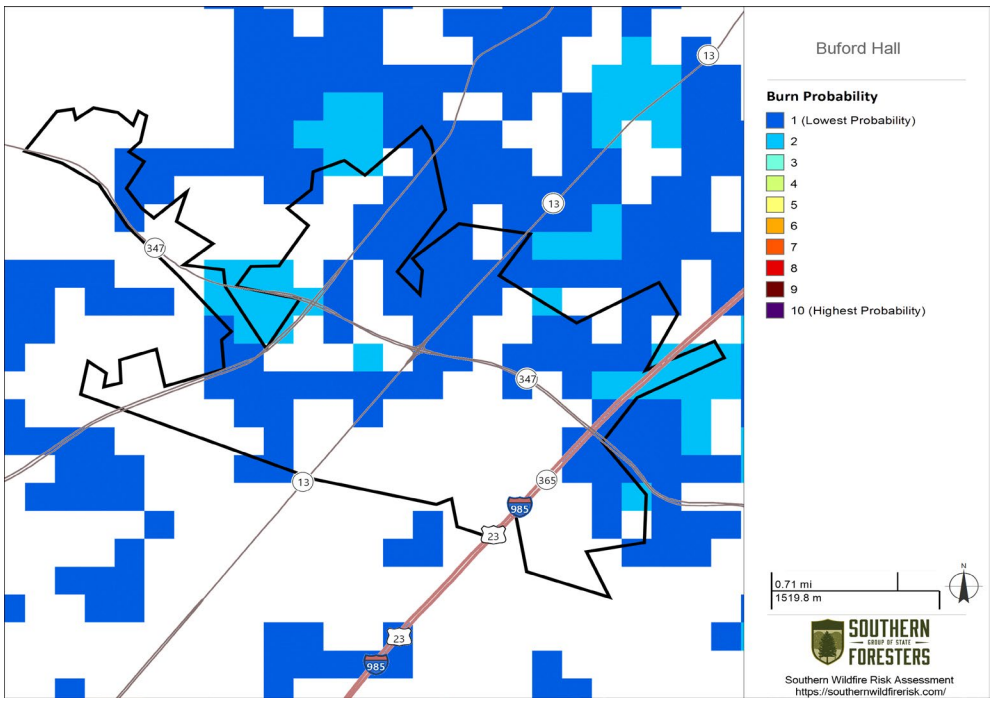
Braselton Burn Probability

Braselton Fire Intensity Scale

Natural Hazard: **Wildfire**

Buford WUI Risk

Buford Burn Probability



Natural Hazard: **Wildfire**

Buford Fire Intensity Scale

Clermont WUI Risk

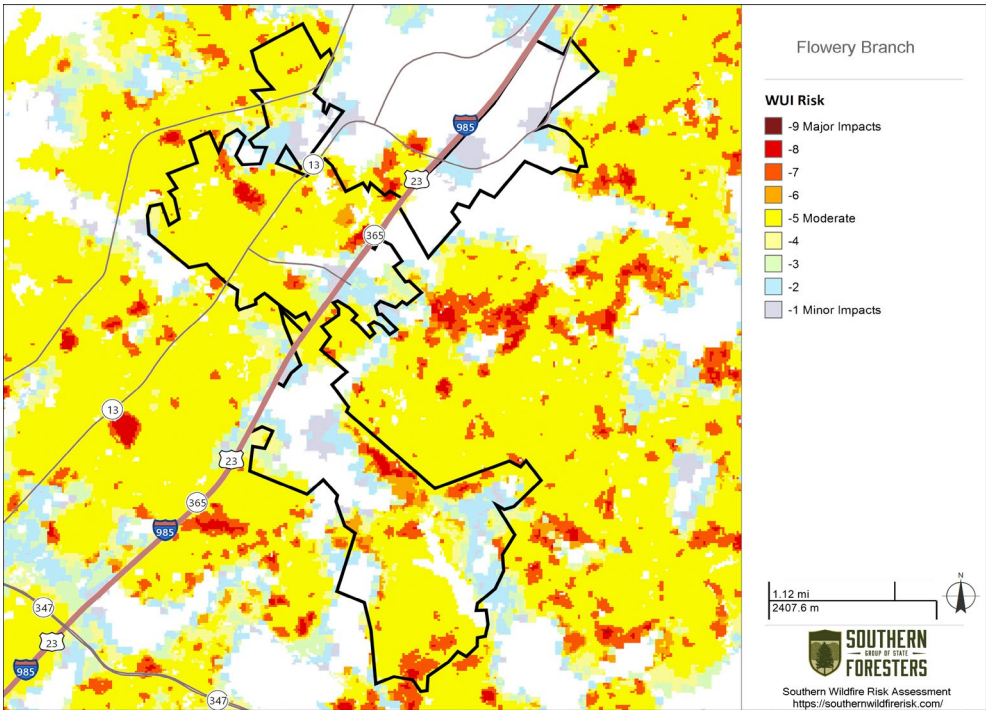
Natural Hazard: **Wildfire**

Clermont Burn Probability

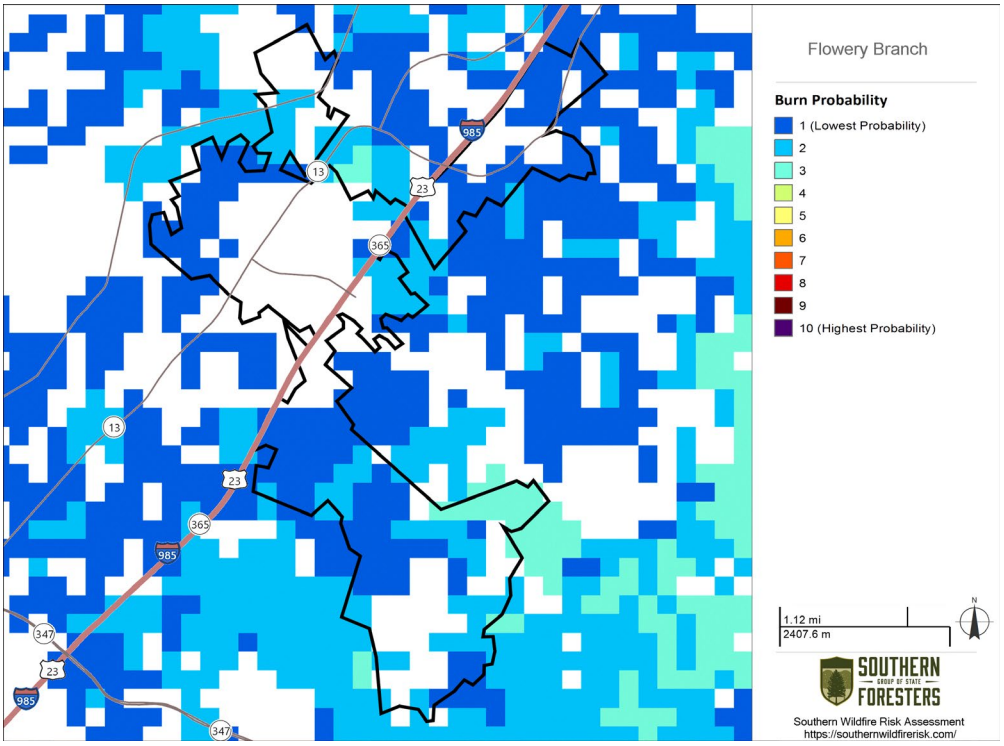
Clermont Fire Intensity Scale

Natural Hazard: **Wildfire**

Flowery Branch WUI Risk



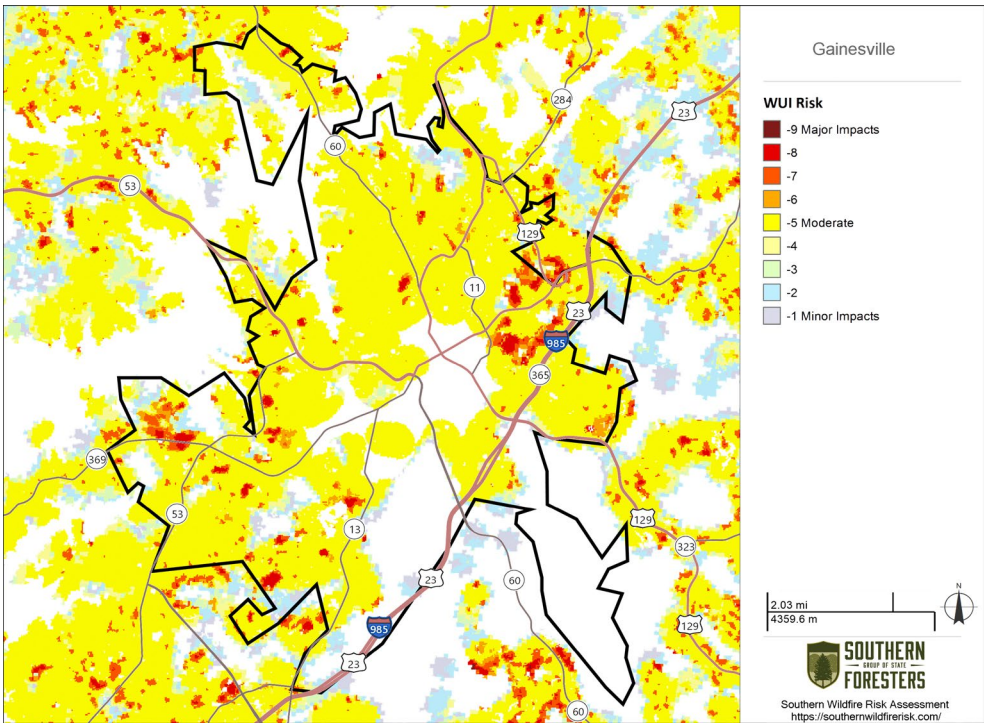
Flowery Branch Burn Probability



Natural Hazard: **Wildfire**

Flowery Branch Fire Intensity Scale

Gainesville WUI Risk



Natural Hazard: **Wildfire**

Gainesville Burn Probability

Gainesville Fire Intensity Scale

Natural Hazard: **Wildfire**

Gillsville WUI Risk

Gillsville Burn Probability

Natural Hazard: **Wildfire**

Gillsville Fire Intensity Scale

Lula WUI Risk

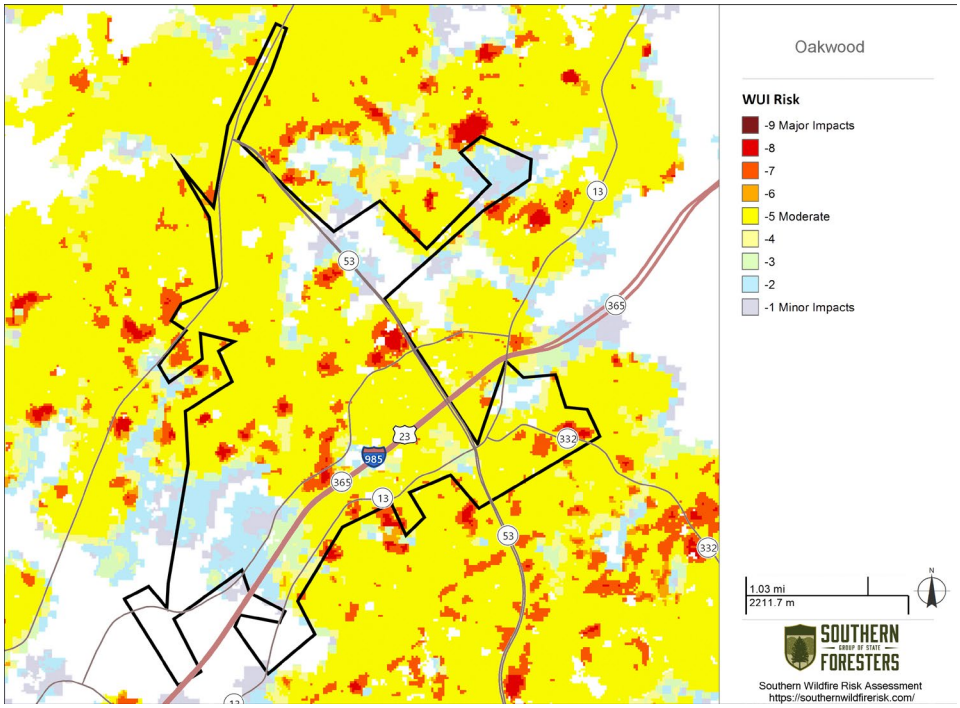
Natural Hazard: **Wildfire**

Lula Burn Probability

Lula Fire Intensity Scale

Natural Hazard: **Wildfire**

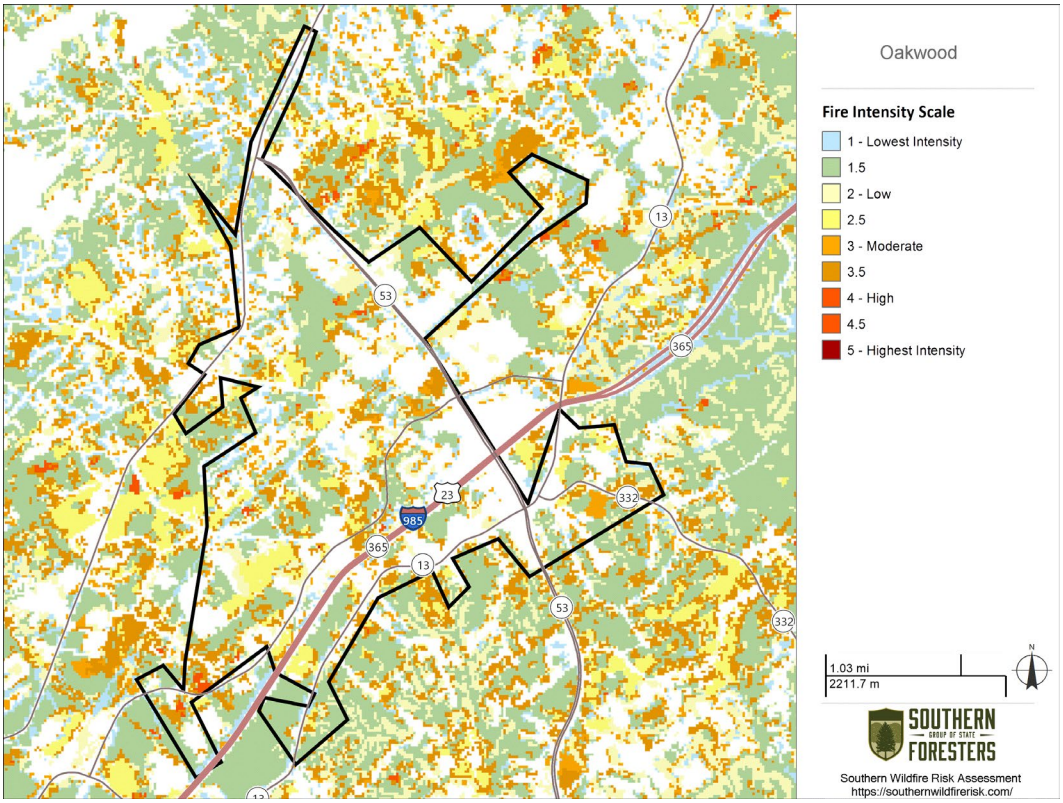
Oakwood WUI Risk



Oakwood Burn Probability

Natural Hazard: **Wildfire**

Oakwood Fire Intensity Scale



All maps in this section are from the Southern Group of State Foresters Wildfire Risk Assessment Portal

Natural Hazard: Earthquakes

Hazard Description

Earthquakes are generally defined as the sudden motion or trembling of the Earth's surface caused by an abrupt release of slowly accumulated strain. This release typically manifests on the surface as ground shaking, surface faulting, tectonic uplifting and subsidence, or ground failures, and tsunamis. In the United States, earthquake activity east of the Rocky Mountains is relatively low compared to the Western states because it is away from active plate boundaries and the plate interior strain rates are known to be very low.

The physical property of earthquakes that causes most of the damage within the United States is ground shaking. The vibrations from the seismic waves that propagate outward from the epicenter may cause failure in structures not adequately designed to withstand earthquakes. Because the seismic waves have different frequencies of vibration, the waves disseminate differently through sub-surface materials. For example, high frequency compression and shear waves arrive first, whereas lower frequency Rayleigh and love waves arrive later. Not only are the speeds varied between seismic waves, but also the types of movement. The surface vibration may be horizontal, vertical, or a combination of the two, which causes a wider array or structures to collapse.

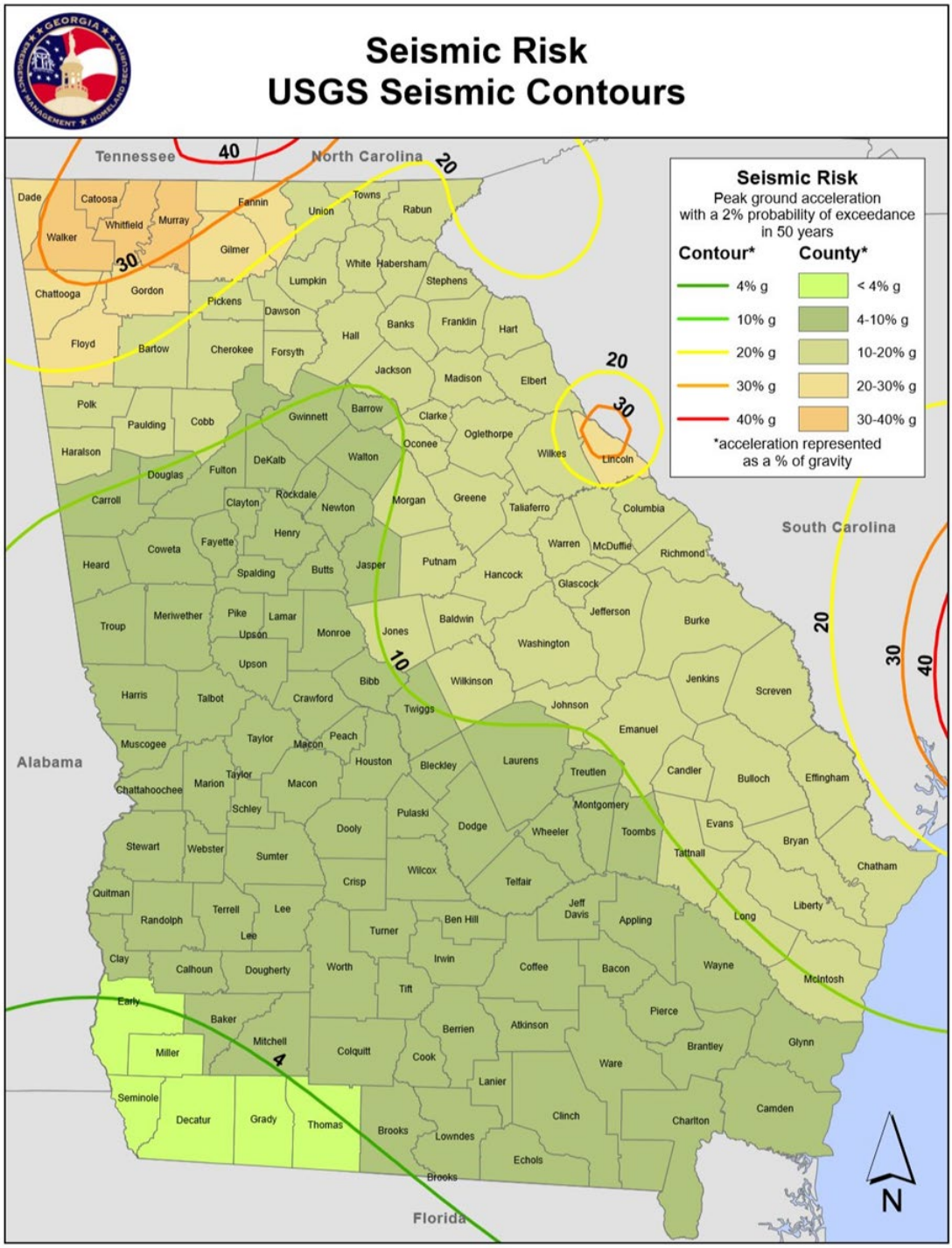
Another manifestation of earthquakes is surface faulting. This phenomenon is defined as the offset or tearing of the earth's surface by a differential movement across a fault. Structures built across active faults tend to sustain damage regularly. There are no active faults within or near Georgia. Distinct inactive faults are known within the state north of the Columbus to Macon to Augusta fall line and running generally northeast-southwest.

The third earthquake phenomenon that causes damage is tectonic uplift and subsidence. Tectonic uplift can cause shallowing of the harbors and waterways while tectonic subsidence can cause permanent or intermittent inundation. Due to the association of tectonic uplift and subsidence with active faults, Georgia is not at risk to these phenomena.

The fourth earthquake damage-causing phenomena are earthquake-induced ground failures, including liquefaction and landslides. During an earthquake, the areas that are rich in sand and silt have groundwater within 30 feet of the surface temporarily behave as viscous fluids during strong ground shaking. Structures built on these materials can settle, topple, or collapse as the ground "liquefies" beneath it. Landslides can also form when earthquake shaking or seismic activity dislodges rock and debris on steep slopes, triggering rock falls, avalanches, and slides.

Also, unstable, or nearly unstable, slopes consisting of clay soils may lose shear strength when disturbed by ground shaking and fail, resulting in a landslide. Georgia is at very low risk of seismic induced liquefaction or landslides.

Natural Hazard: Earthquakes



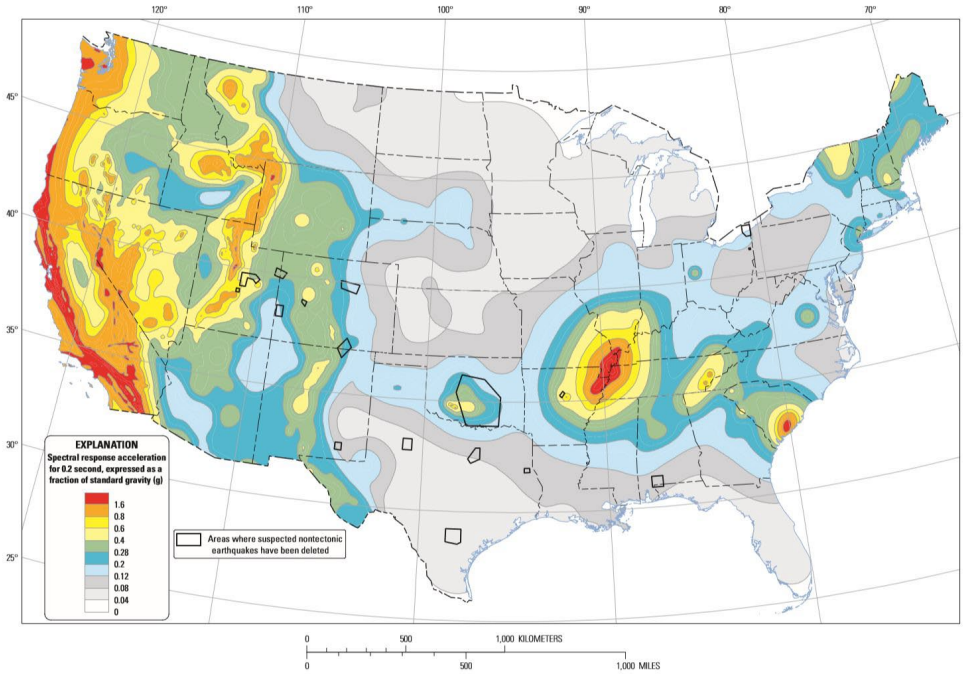
Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Earthquakes**

(Hazard Description Continued)

The last of the earthquake-induced phenomena are tsunamis, which are large, gravity-driven waves triggered by the sudden displacement of a large volume of water. The waves produced travel in all directions from the origin at speeds of up to 600 miles per hour. In deep water, tsunamis normally have small wave heights. However, as the waves reach shallower water near land, the wave speed diminishes, and the amplitude drastically increases. Upon impact with a shoreline, the waves can inundate land rapidly, engulfing everything in its path. Successive wave crests follow, typically arriving minutes to hours later, frequently with later arrivals being more dominant. Frequently, the first tsunami waves are downward, causing dramatic exposure of the beach. Because of this, people are often killed trying to collect newly exposed seashells when the positive waves then arrive.

Although large tsunamis are rare in the eastern coast of the US, the possibility of such events occurring anywhere along the Atlantic and Gulf coast exists.



Two-percent probability of exceedance in 50 years map of 0.2 second spectral response acceleration

Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Hazard Profile

Hall County is not one of the 37 Georgia counties with the highest earthquake risk, according to GEMA and Georgia Tech School of Earth and Atmospheric Sciences. In

Natural Hazard: **Earthquakes**

reviewing data of the last 50 years, no earthquakes have originated from within Hall County. Three earthquakes have originated within 50 kilometers of Gainesville, GA in the last 50 years. The closest earthquake to Hall County was a 2.2 that occurred 9km east-northeast of Cumming, GA in 2020. Hall County has an 6% chance of an earthquake occurring within 50 km of Gainesville, GA in any given year. Historically, the 1886 Charleston, SC earthquake, estimated to be between 6.6 and 7.3 on the modern Richter Scale, likely caused impacts to Hall County. Although no historical records exist exhibiting any damages, Hall County was estimated to be in a level VI area of the Modified Mercalli Intensity scale for this event. This would indicate strong shaking felt by everyone inside and outside at the time of the event and characterized by broken windows, movement of heavy furniture, and slight to moderate damage for poorly built buildings. Even with this low number of occurrences, it was determined that if earthquakes occur within or close to the jurisdiction of Hall County, significant damage could occur. Therefore, the Hall County HMPC has determined the threat of earthquakes to be higher than the statistics would indicate. All earthquake hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction.

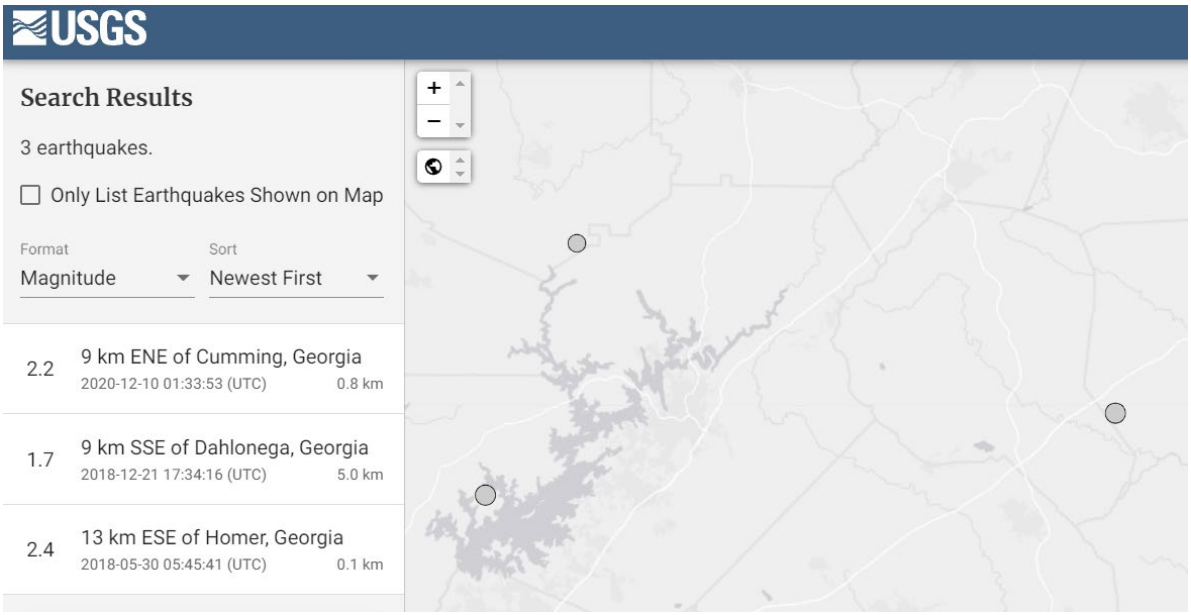
Instrumental Intensity	Acceleration (%g)	Velocity (cm/s)	Perceived Shaking	Potential Damage
I	< 0.17	< 0.1	Not Felt	None
II-III	0.17 - 1.4	0.1 - 1.1	Weak	None
IV	1.4 - 3.9	1.1 - 3.4	Light	None
V	3.9 - 9.2	3.4 - 8.1	Moderate	Very light
VI	9.2 - 18	8.1 - 16	Strong	Light
VII	18 - 34	16 - 31	Very Strong	Moderate
VIII	34 - 65	31 - 60	Severe	Moderate to Heavy
IX	65 - 124	60 - 116	Violent	Heavy
X+	> 124	> 116	Extreme	Very Heavy

Assets Exposed to the Hazard

The Hall County HMPC determined that all critical facilities and all public and private property within Hall County are susceptible to the impacts of an earthquake due to the lower building codes with regards to earthquakes when compared to other parts of the country. This includes all municipalities.

Natural Hazard: **Earthquakes**

Earthquakes within 50 km of Gainesville, GA – last 50 years



Source: United States Geological Survey (USGS) Earthquake Hazards Program

Estimated Potential Losses

Little information is available regarding damages, in terms of dollars, for earthquake losses in Hall County.

Land Use and Development Trends

Hall County currently has no land use trends related to Earthquakes.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, potentially could be threatened by earthquakes. As such, all earthquake mitigation actions should be pursued on a countywide basis and include all municipalities.

Hazard Summary

Even with the infrequency of earthquake impacts in Hall County, the potential losses and impacts associated with the event would severely damage the infrastructure and economic viability of the County and all municipalities. The mitigation measures identified in this plan should be pursued based on the high impact potential of this hazard and the ability for earthquakes to inflict widespread devastation anywhere in Hall County.

Natural Hazard: **Tropical Cyclone**

Hazard Description

The National Weather Service describes tropical cyclones systems in the Atlantic Basin, including the Gulf of Mexico and Caribbean Sea, into four types based on strength.

Tropical Disturbance: A discrete tropical weather system of apparently organized thunderstorms – generally 100 to 300 nautical miles in diameter – originating in the tropics or subtropics, and maintaining its identity for 24 hours or more.

Tropical Depression: An organized system of clouds and thunderstorms with a defined circulation and maximum sustained winds of 38 mph (33 knots) or less.

Tropical Storm: An organized system of strong thunderstorms with a defined circulation and maximum sustained winds of 39 mph to 73 mph (34-63 knots).

Hurricane: An intense tropical weather system with a well-defined circulation, producing maximum sustained winds of 74 mph (64 knots) or greater. Hurricane intensity is classified into five categories using the Saffir-Simpson Hurricane scale. Winds in a hurricane range from 74-95 mph for a Category 1 hurricane to greater than 156 mph for a Category 5 hurricane.

Saffir-Simpson Scale for Hurricane Classification				
Strength	**Wind Speed (Kts)**	**Wind Speed (MPH)**	**Pressure (Millibars)**	**Pressure**
Category 1	64- 82 kts	74- 95 mph	>980 mb	28.94 "Hg
Category 2	83- 95 kts	96-110 mph	965-979 mb	28.50-28.91 "Hg
Category 3	96-113 kts	111-130 mph	945-964 mb	27.91-28.47 "Hg
Category 4	114-135 kts	131-155 mph	920-944 mb	27.17-27.88 "Hg
Category 5	>135 kts	>155 mph	919 mb	27.16 "Hg
Tropical Cyclone Classification				
Tropical Depression	20-34kts			
Tropical Storm	35-63kts			
Hurricane	64+kts or 74+mph			

Tropical cyclones can cause catastrophic damage to coastlines and areas several hundred miles inland. Tropical cyclones can produce sustained high winds and spawn tornadoes and microbursts. Additionally, tropical cyclones can create storm surges along the coast

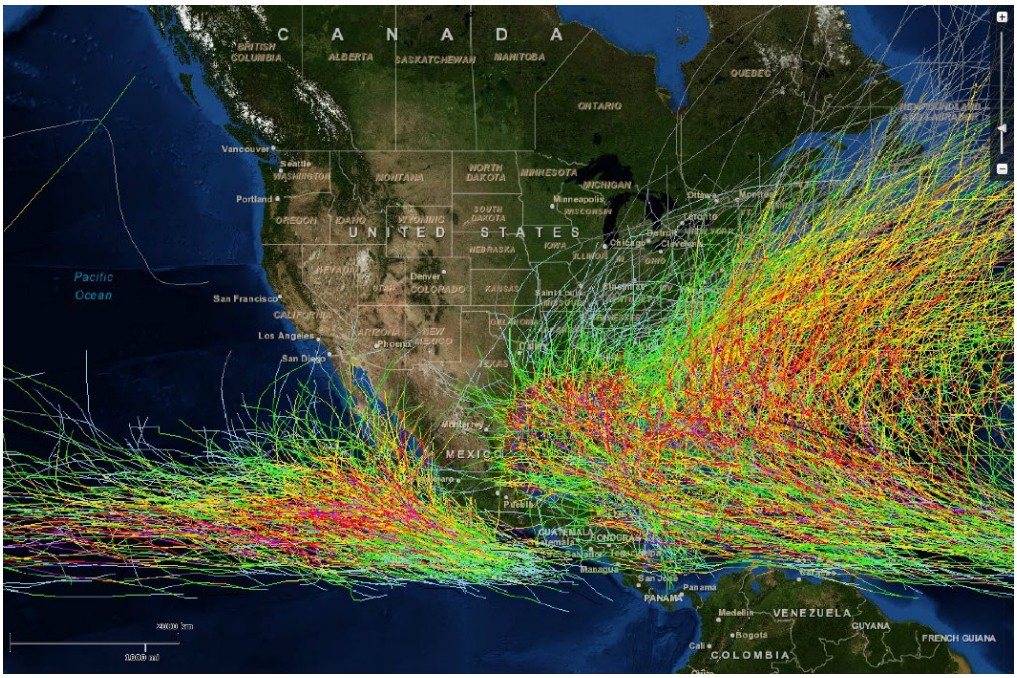
Natural Hazard: **Tropical Cyclone**

(Hazard Description Continued)

and cause extensive damage from heavy rainfall. Floods and flying debris from the excessive winds are often the deadly and destructive results of these weather events.

Slow moving tropical cyclones traveling into mountainous regions tend to produce especially heavy rain. Excessive rain can trigger landslides or mudslides. Flash flooding can also occur due to intense rainfall.

Each of these hazards present unique characteristics and challenges; therefore, the following have been separated and analyzed as individual hazards: Tropical cyclones, Thunderstorms, Tornadoes, and Flooding. This section will focus on the direct effects of tropical cyclones.



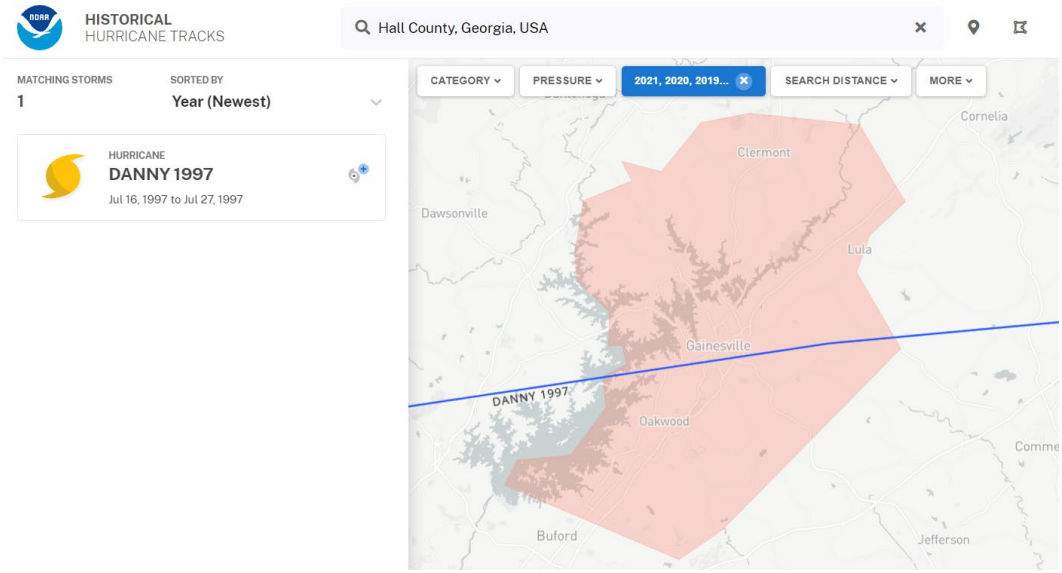
Hazard Profile

Tropical cyclones have directly impacted Hall County on an infrequent basis over the last 50 years. However, the possibility of a hurricane or tropical storm retaining their wind strength as far inland as Hall County is possible. According to the National Centers for Environmental Information, here have been 16 documented impacts from Topical Cyclones in Hall County over the last 20 years. This equates to a 80% chance of a tropical cyclone impacting Hall County in any given year. The Hall County Hazard Mitigation Update Committee believes this percentage is more representative of the potential impact.

Natural Hazard: **Tropical Cyclone**

(Hazard Profile Continued)

One tropical cyclone – Hurricane Danny in 1997 – had a track directly dissected Hall County in the last 50 years. All tropical cyclone hazard data included for Hall County is limited to countywide data and is not broken down by jurisdiction. In 2017, Hurricane Irma dropped 2-3 inches of rain on Hall County and wind gusts up to 44 mph (tropical storm-strength) were reported in the county.



Source: NOAA Office for Coastal Management

Assets Exposed to the Hazard

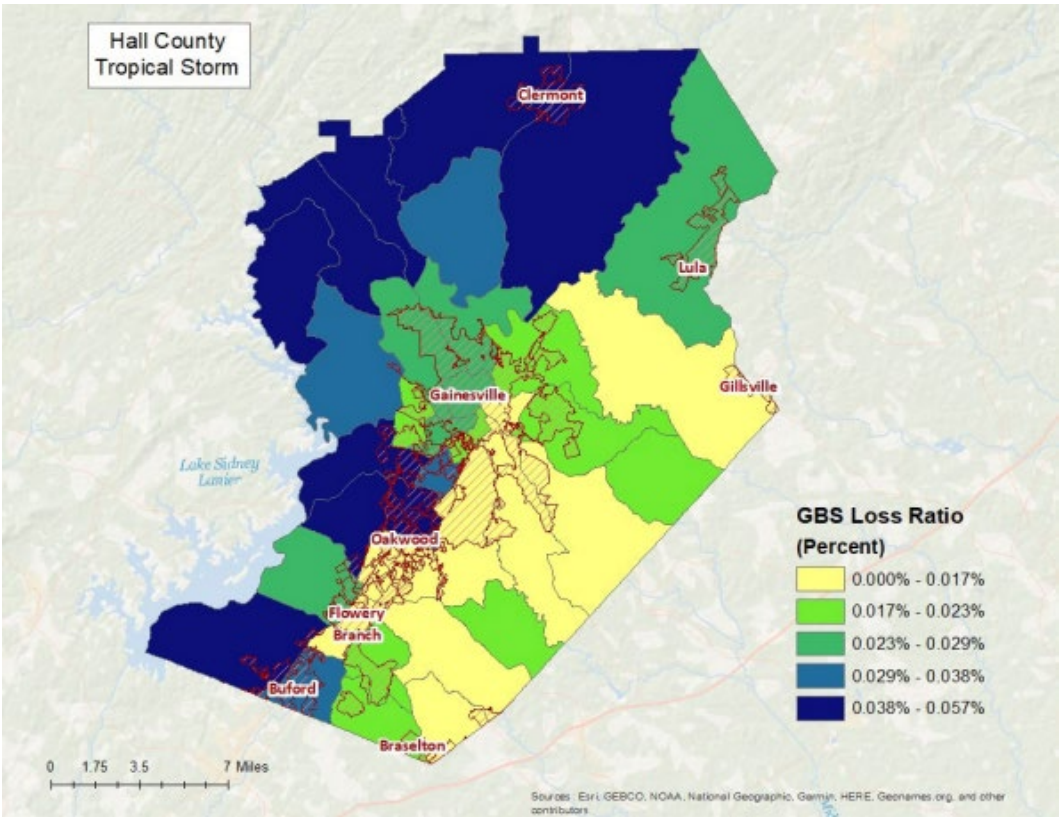
The Hall County HMPC determined that all critical facilities and all public and private property within Hall County are susceptible to the direct and indirect impacts of a tropical cyclone. This includes all municipalities.

Estimated Potential Losses

Little information is available regarding damages, in terms of dollars, for tropical cyclone losses in Hall County. Most losses for these events have been labeled under other impacts, such as tornadoes and flooding.

According to the 2022 Hall County HAZUS Report, a 1% annual risk tropical cyclone event would produce winds up to 65 mph in Hall County, which would be a Category 1 Hurricane. A storm of this magnitude would create nearly $5 million in damages, which equates to a 0.03% loss ratio. The greatest loss ratio would be in northwest Hall County. A storm of this magnitude would create nearly 7,000 tons of debris.

Natural Hazard: **Tropical Cyclone**



Source: 2022 Hall County HAZUS Report

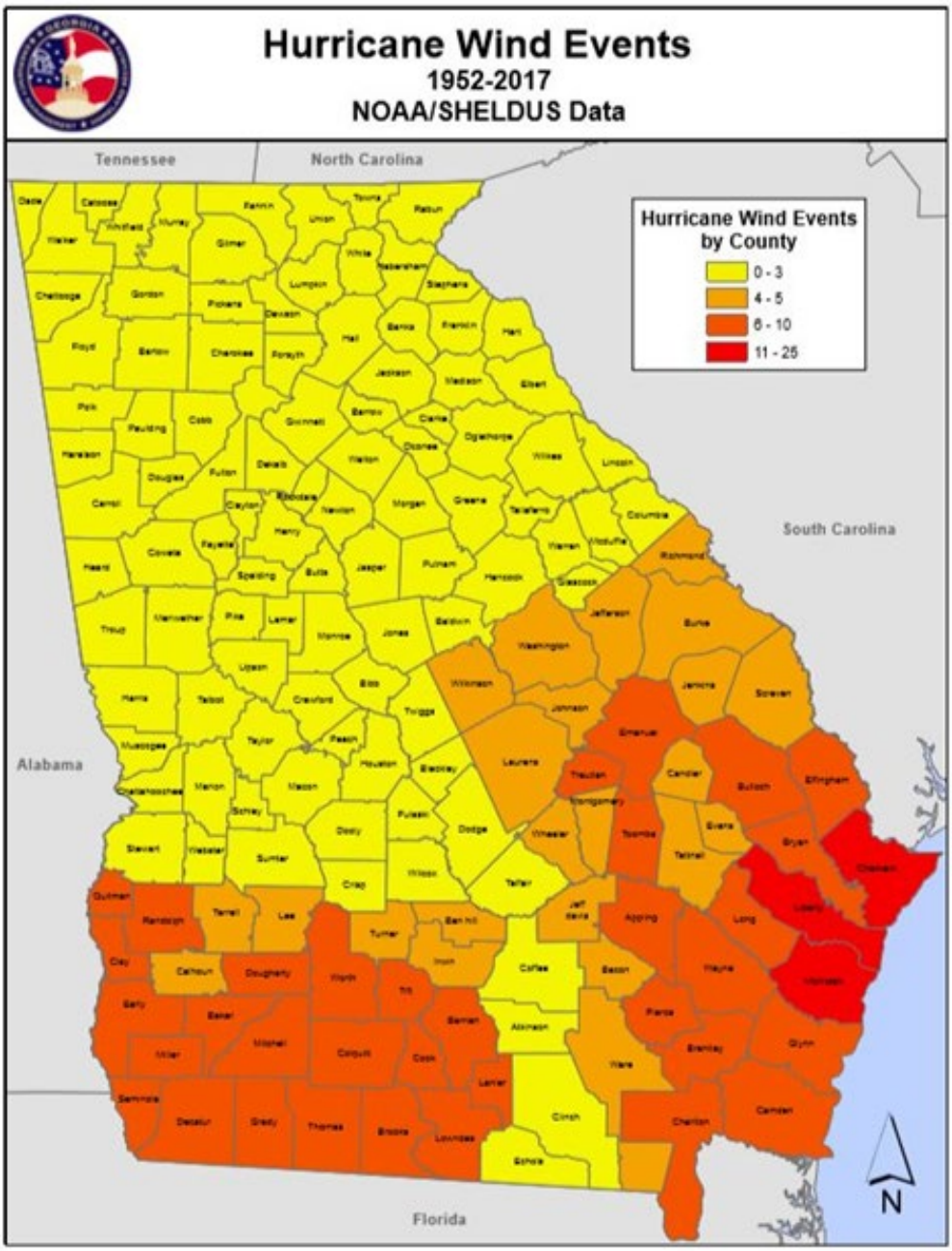
Land Use and Development Trends

Hall County currently has no land use trends related to Tropical Cyclones beyond continued population growth.

Multi-Jurisdictional Considerations

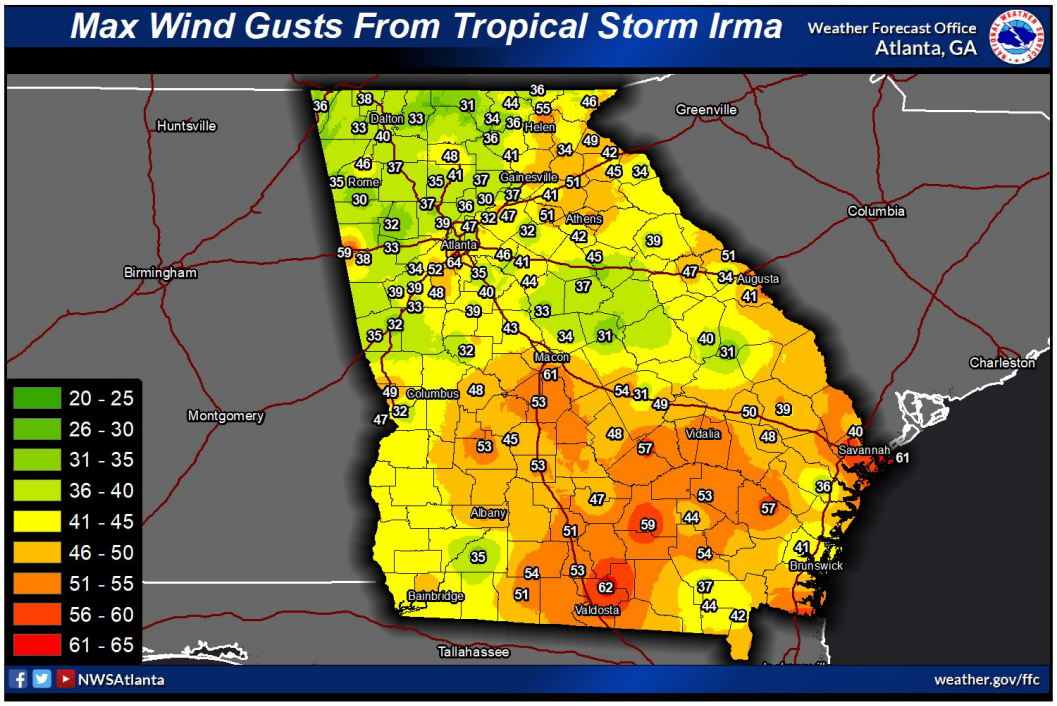
All of Hall County, including all municipalities, could potentially be threatened by tropical cyclones. As such, all tropical cyclone mitigation actions should be pursued on a countywide basis and include all municipalities.

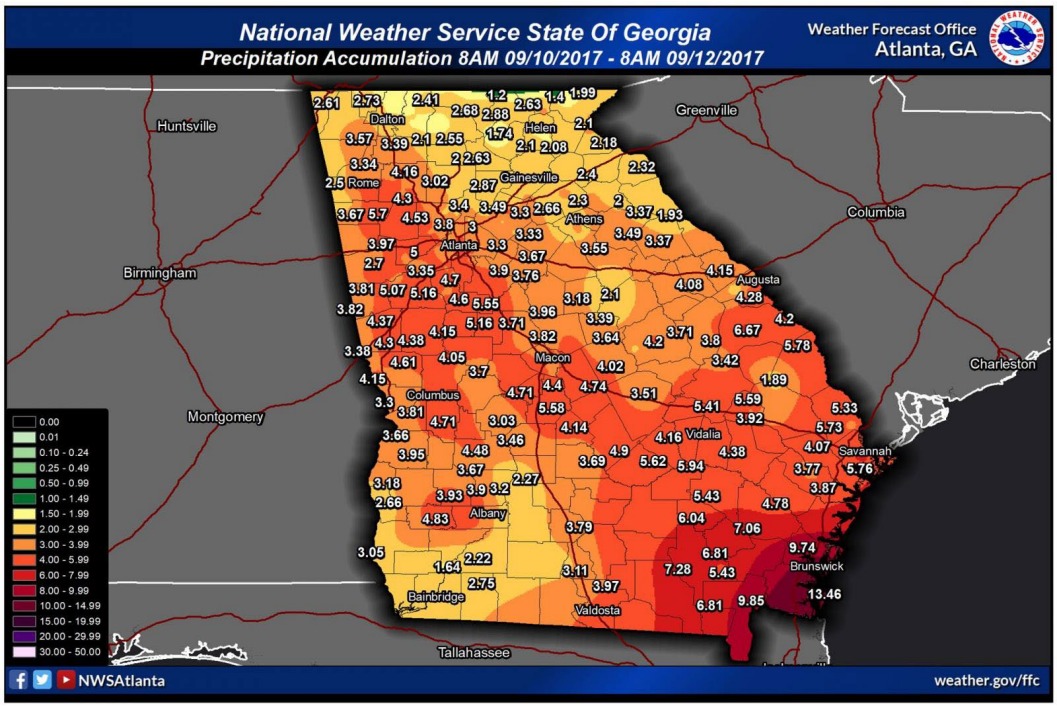
Natural Hazard: **Tropical Cyclone**



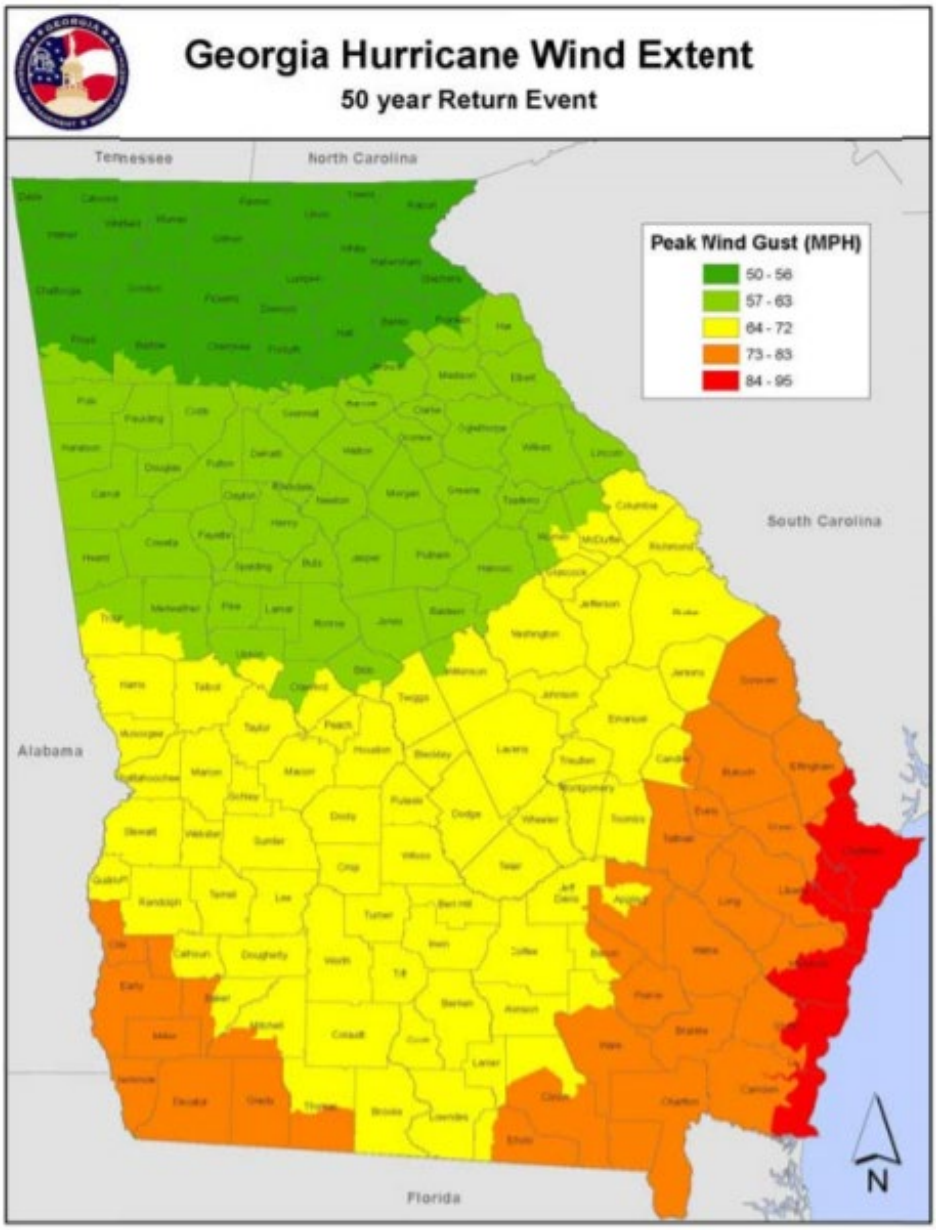
Source: 2019-2024 Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Tropical Cyclone**



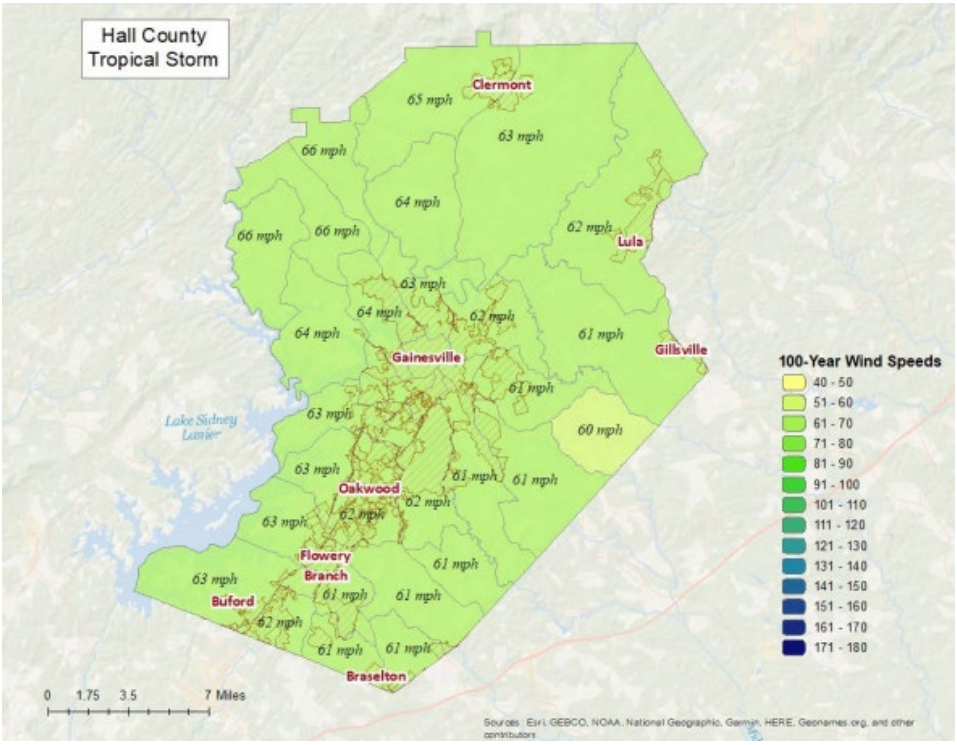


Natural Hazard: **Tropical Cyclone**



Source: 2019-2024 Georgia Hazard Mitigation Strategy and Enhanced Plan

Natural Hazard: **Tropical Cyclone**



Source: 2022 Hall County HAZUS Report

Hazard Summary

Even with the relative infrequency of tropical cyclone impacts in Hall County in the recent past, the potential losses and impacts associated with the event would severely damage the infrastructure and economic viability of Hall County and all municipalities. Hall County's proximity to the Atlantic coast increases the likelihood of a tropical cyclone impacting the area. The mitigation measures identified in this plan for tropical cyclones should be pursued based on the high impact potential of this hazard and the ability for tropical cyclones to inflict widespread devastation anywhere in Hall County. Hall County has had two Federally Declared Disaster related to Tropical Cyclones, most recently in 2020 (Hurricane Zeta).

Natural Hazard: **Landslide**

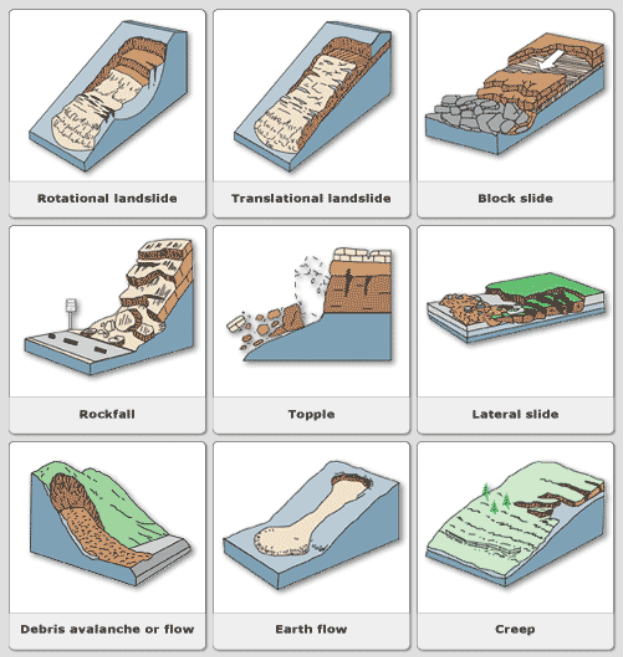
Hazard Description

The term landslide covers a wide range of ground movement. Landslides vary in size and can travel at a rate of a few inches per month to many feet per second depending on slope, type of materials, and moisture content.

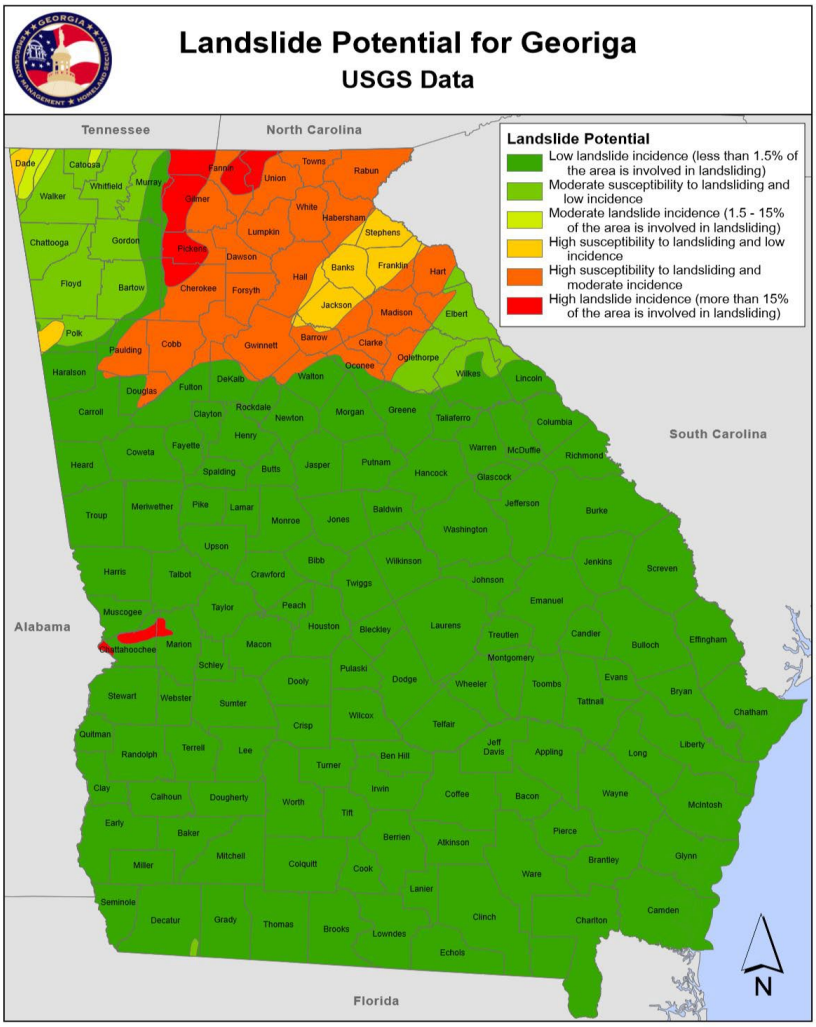
Geology, topography, weather and other disasters, such as earthquakes or floods, contribute to landslides. Determining the probability of landslide events is difficult because so many factors can contribute to the cause of a ground failure. Because there is a history of landslides in unincorporated Hall County in the past, it is safe to assume they will occur in the future. Landslides in Hall County are normally associated with intense or prolonged rain. A combination of precipitation and slopes weakened by heavy rain creating saturated soils is one stimulus.

Earthquakes of a magnitude of 4.0 or greater can also induce landslides on susceptible slopes.

The primary types of landslides that occur in Hall County are debris flows and earth flows. Debris flows are also called mudslides, mudflows, or debris avalanches. They are rivers of a combination of loose soil, rock, organic matter, water, and air that flow downhill. As they continue downhill, they tend to grow in volume with the addition of water, soil, boulders and other materials. When the flow reaches flatter ground, it can spread over a large area. Earth flows usually occur in fine-grained materials or clay bearing rocks on moderate slopes. The slope's material liquefies and forms a bowl shape depression at the source area.



Natural Hazard: **Landslide**



Source: 2019-2024 Georgia Hazard Mitigation Strategy and Enhanced Plan

Hazard Profile

Roads along steep slopes are very susceptible to landslides and a slide can happen during milder rainfall conditions then would be expected for a major event. A large slide or sinkhole event closing US Highway 129 or US Highway 23 for a considerable length of time would be expected to have a devastating effect on the County's economy. It would also be a threat to public health due to problems of access to medical services.

Expanded development will increase the possibility of landslides and sinkholes. Landslides because of flooding will extend the spread of debris, increase property damages due to weakened structures, and may seriously restrict provision of emergency services.

Natural Hazard: Landslide

Assets Exposed to the Hazard

The Hall County HMPC determined that all critical facilities and all public and private property within Hall County are susceptible to the impacts of a landslide due to the unpredictable nature of landslides and overall high elevation of Hall County. This includes all cities and towns located within Hall County.

Estimated Potential Losses

Little information is available regarding damages, in terms of dollars, for landslide losses in Hall County. For lost estimation of all critical facilities potentially affected by landslides, please refer to the Critical Facilities information in Appendix C.

Land Use and Development Trends

Hall County currently has no land use trends related to Landslides beyond continued population growth.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, potentially could be threatened by landslides. As such, all landslide mitigation actions should be pursued on a countywide basis and include all cities and towns located within Hall County.

Hazard Summary

Even with the infrequency of landslide impacts in Hall County, the potential losses and impacts associated with the event would severely damage the infrastructure and economic viability of the County and its municipalities. The mitigation measures identified in this plan should be pursued based on the high impact potential of this hazard and the ability for landslides to inflict widespread devastation anywhere in Hall County.

Technological Hazard: **Hazardous Materials**

Hazard Description

Hazardous materials, or hazmat, refers to any materials that may pose a real hazard to human health and/or the environment because of its quantity, concentration, and/or physical or chemical characteristics. Hazardous materials include explosives, flammables, combustibles, oxidizers, toxic materials, radioactive substances, and corrosives. Specific federal and state regulations exist regarding the transport and storage of hazardous materials.

A hazardous materials spill or release occurs when a hazardous material gets into the environment in an uncontrolled fashion. Response to a hazmat spill or release depends greatly on the type of material involved and the subsequent physical and chemical characteristics. Major sources of hazardous materials spills include transportation accidents on roadways and railways, pipeline breaches, and spills into rivers and creeks. Jurisdictions with facilities that produce, process, or store hazardous materials are at risk, as are facilities that treat or dispose of hazardous materials.

Hazard Profile

Data from the United States Coast Guard National Response Center was reviewed regarding hazardous materials spill history in Hall County. Data is available from 1990 to 2020 and all available data was reviewed. There were 204 NRC reported hazardous materials spills or releases in Hall County over a 30-year period. It is anticipated that many more hazardous materials incidents have occurred over the last 30 years but have not been reported. According to the NRC data, Hall County averages 6.8 hazardous materials incidents of a reportable amount each year. This equates to a 1.9% chance of a hazardous materials spill of a reportable amount on any given day. The greatest threat for a hazardous materials spill comes from the transportation of materials through Hall County. This is particularly true for the Interstate 985/US Highway 23 corridor in Hall County.

Hazardous materials releases can also be the result of railway or fixed facility incidents. Fixed facilities continue to be an increasing concern due to Hall County's growing industrial footprint. Gainesville has a significant industrial footprint related to the poultry industry. This industry produces over $121 million in annual market value. Railways owned and operated by Norfolk Southern and CSX traverse Hall County. Hall County is a major thoroughfare for both railways. The Norfolk Southern line connects Atlanta to Charlotte. The CSX railway line connects Gainesville to Athens.

Of concern to the Hall County Hazard Mitigation Committee is the exposure of water sources to potential hazardous materials incidents. This is particularly true for both Lake Lanier and the Cedar Creek Reservoir. A hazardous materials incident at or near drinking water sources could have devastating effects on a large population in Hall County.

Technological Hazard: **Hazardous Materials**

Assets Exposed to Hazard

The environment is particularly vulnerable to the threat posed by hazardous materials. Waterways are at a high risk for contamination from hazardous materials. Water contamination is of concern to the Hall County HMPC. Public and private property located near fixed hazardous materials facilities are also a greater risk than the general population of Hall County. Water contamination from a hazardous materials release is of particular concern to the Hall County Hazard Mitigation Planning Committee.

Estimated Potential Losses

Estimation of potential losses is difficult regarding hazardous materials due to the vast array of potential types of hazardous materials that could be involved in the incident and unknown costs regarding environmental damages. No recorded information was found regarding the losses associated with hazardous materials incidents in Hall County. However, a hazardous materials release, whether in transport or at a fixed facility, would incur significant costs regarding emergency response, potential road closures, evacuations, watershed protection measures, expended man-hours, and cleanup materials, equipment, and personnel.

Land Use and Development Trends

Hall County currently has no land use trends related to Hazardous Materials beyond continued population growth – particularly in and around the City of Gainesville, around Lake Lanier, and in areas near the Gwinnett County line.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, are vulnerable to both fixed facility and transportation-related hazardous materials releases. However, areas along the Interstate 985/US Highway 23 corridor, including the Cities of Buford, Flowery Branch, Oakwood, Gainesville, and Lula, are of particular concern.

Hazard Summary

Hazardous materials incidents pose a significant threat to the citizens, infrastructure, and critical facilities of Hall County. Unknown quantities of hazardous materials are transported daily through Hall County and all municipalities. These materials are often transported via highways. Water contamination because of a hazardous materials spill is of significant concern to the Hall County HMPC. As a result of the threat posed by hazardous materials, the Hall County HMPC has identified mitigation actions directly related to this threat.

Technological Hazard: **Dam Failure**

Hazard Description

Georgia law defines a dam as any artificial barrier, which impounds or diverts water, is 25 feet or more in height from the natural bed of a stream or has an impounding capacity at maximum water storage evaluation of 100 acre-feet or more. Dams are generally constructed to provide a ready supply of water for drinking, irrigation, recreation, and other purposes. Dams can be constructed from earth, rock, masonry, concrete or any combination of these materials.

Dam failure is a term used to describe a significant breach of a dam and the subsequent loss of contained water. Dam failure can cause significant damages downstream to structures, roads, utilities, and crops. Dam failure can also put human and animal lives at risk. National statistics indicate that one-third of all dam failures in the United States are caused by overtopping due to inadequate spillway design, debris blocking spillways, or settlement of the dam crest. Another third of all US dam failures are the result of foundation defects, including settlement and slope instability.

Hazard Profile

There are 4 category I and 20 category II dams located within Hall County. Category I dams are those that would pose a possible threat to human life if a failure were to occur. All category I dams must be inspected annually according to Georgia's Safe Dams Act.

The threat of a dam failure in Hall County could potentially lead to downstream flooding. This downstream flooding would have many of the same hazards as a flood event, but with the onset of such an event being much quicker than in a typical flood event. The Cedar Creek Reservoir is considered of significant concern due to its size. Cedar Creek Reservoir dam is 97 feet tall and holds 5,100 acre feet of water. Areas most at risk from a breach of this Category I dam are mostly areas in eastern Hall County between Gainesville and Gillsville.

Assets Exposed to Hazard

To evaluate the assets that would potentially be impacted by a dam failure, the Hall County HMPC attempted to identify known structures within, or close to, the 100-year floodplain. All municipalities could be exposed to the hazards of other dams or face secondary hazards from the dams.

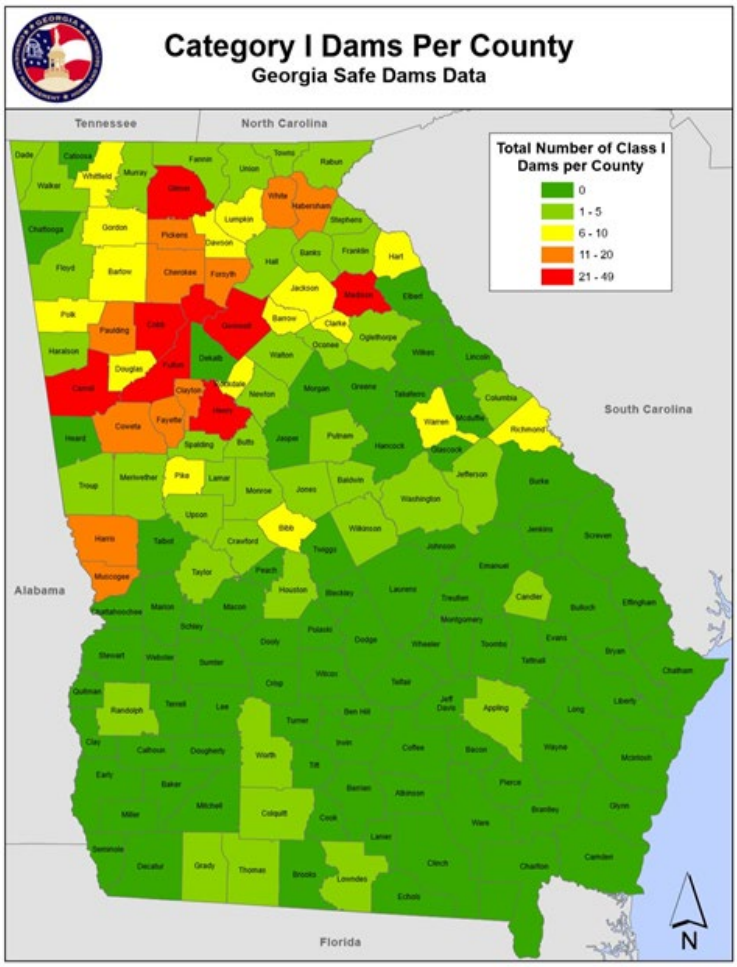
Estimated Potential Losses

Loss estimations are not applicable since it is not known which dam will fail and how significant of failure will occur. As population continues to increase in Hall County, potential impacts downstream from Category I dams will likely continue to increase.

Technological Hazard: **Dam Failure**

Land Use and Development Trends

Hall County participates in the National Flood Insurance Program (NFIP) and follows the program's guidelines to ensure future development is carried out in the best interests of the public. The County (CID No. 130466) first entered the NFIP on January 31, 1984. According to the NFIP guidelines, the County has executed a Flood Damage Prevention Ordinance. This ordinance attempts to minimize the loss of human life and health as well as minimize public and private property losses due to flooding. The ordinance requires any potential flood damage be evaluated at the time of initial construction and that certain uses be restricted or prohibited based on this evaluation. The ordinance also requires that potential homebuyers be notified that a property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes and the International Building Codes. Currently, all Hall County municipalities also participate in NFIP through the application of appropriate NFIP-compliant ordinances and regulations.



Source: 2019-2024 State of Georgia Hazard Mitigation Strategy and Enhanced Plan

Technological Hazard: **Dam Failure**

Multi-Jurisdictional Considerations

During a dam failure event, many portions of Hall County would potentially be impacted by flooding. However, the area's most prone to flooding have historically been those areas located within the 100-year floodplain and downstream from dams. Areas downstream from Hall County's 4 Category I dams are considered to be at the greatest risk.

Hazard Summary

Dam failure poses a threat to Hall County and its citizens, infrastructure, and critical facilities. A dam failure could prove catastrophic for areas downstream of the dam, particularly if the failure were to occur at any of the Category I dams located in Hall County. As a result, mitigation efforts for dam failure should be focused in this potentially affected area.

Technological Hazard: **Transportation Incident**

Hazard Description

There are many secondary hazards that could be associated with transportation incidents. Injuries or deaths can occur as a result of the impact of a transportation accident, by a hazardous materials release because of a transportation incident, or by other related transportations hazards. Transportation can occur via roadways, highways, interstates, railways, air, or navigable waterways. Each transportation type poses their own unique hazard issues and consequences.

Roadway hazards are most likely to be caused by a motor vehicle accident involving one or more cars, trucks, vans, or transport vehicles. These incidents can have injuries because of the impact of the MVA or a hazardous materials release into the local environment, including waterways. Railway incidents pose many of the same dangers as motor vehicle accidents. However, the threat of a hazardous materials release is greatly increased when railway transportation incidents are considered.

Air accidents can include commercial airplanes, private airplanes, hot air balloons, helicopters, or other forms of air travel. Each of these incidents can cause a significant threat to human life as well as posing a hazardous material threat due to the cargo being transported or the fuel being used. Navigable waterway incidents can create formidable incidents for response organizations. Because of the waterway, technical expertise is needed to carry out rescue operations, especially in swift-moving waterways. Also, any incident in a waterway is likely to have environmental impacts.

Hazard Profile

Transportation incidents are of a significant concern in Hall County. Passing through Hall County are Interstate 985, US Highways 23 and 129, and Georgia Highways 11, 13, 51, 52, 53, 60, 82, 115, 136, 211, 254, 283, 284, 323, 332, 347, 365, and 369. Additionally, the railway owned and operated by Norfolk Southern and CSX traverse Hall County. The Norfolk Southern line is a major thoroughfare connecting Atlanta to Charlotte. The CSX line connects Gainesville to Athens.

An additional threat from transportation incidents in Hall County involves the high potential of a boating accident on Lake Lanier. Lake Lanier is a 38,000-acre lake that attracts nearly 12 million visitors annually. It is the most popular Army Corps of Engineers lake in the nation and generates $5 billion in economic impact for the area.

Assets Exposed to Hazard

All assets and critical facilities located along or near any transportation route could potentially be impacted by a transportation incident. Areas within Hall County that are not located along or near a transportation route could still face residual impacts.

Technological Hazard: **Transportation Incident**

Estimated Potential Losses

Estimated potential losses cannot be anticipated with this event due to the vast number of differing scenarios regarding transportation incidents.

Land Use and Development Trends

Hall County currently has no land use trends related to Transportation Incidents beyond an increase in overall population which, in turn, increases the likelihood and potential impact of a transportation incident. The primary areas of growth have been in and around the City of Gainesville, areas near Lake Lanier, and areas near the Gwinnett County line.

Multi-Jurisdictional Considerations

Hall County as well as all municipalities could potentially be impacted by a transportation incident. However, areas along the Interstate 985/US Highway 23 corridor, the Norfolk Southern and CSX railway corridors, and Lake Lanier are the greatest at risk. This includes the Cities of Buford, Flowery Branch, Oakwood, Gainesville, and Lula.

Hazard Summary

The Hall County HMPC has determined that transportation incidents pose a high risk to their jurisdictions due to the unpredictable nature and likelihood of the incident. As a result, the Hall County HMPC has developed mitigation strategies and actions with transportation incidents in mind.

Technological Hazard: **Terrorism**

Hazard Description

The Federal Bureau of Investigation (FBI) defines terrorism as violent acts or acts dangerous to human life that violate federal or state law, appear to be intended to intimidate or coerce a civilian population, affect the conduct of a government by mass destruction, assassination, or kidnapping, and is calculated to influence or affect the conduct of a government by intimidation or retaliate against government conduct. Terrorism is usually referenced as being premeditated and politically motivated.

Terrorist acts are, by their very nature, designed and carried out with the intention of inflicting mass casualties and extensive property damage. When an act of terrorism is carried out in a jurisdiction, it will likely be necessary to implement multiple aspects of the emergency management system and summon additional resources from local, state, and federal partners.

Terrorism is generally divided into two types: domestic terrorism and international terrorism. Domestic terrorism is defined as terroristic acts focused on facilities and populations without foreign direction. International terrorism involves activities that are foreign-based and/or sponsored by organizations outside of the United States.

Terrorists often use threats to create fear among the public, to convince citizens that government is powerless to prevent terrorism and to get immediate publicity for their causes. Weapons of Mass Destruction (WMDs), including incendiary, explosive, chemical, biological, radiological, and nuclear agents, have the capability to cause death or serious bodily injury to a significant number of people, thus posing the threat of a catastrophic incident. Terrorism can also include arson, agro-terrorism, armed attack, intentional hazardous materials release, water or food contamination, and attacks on infrastructure and electronic information systems.

Hazard Profile

Terrorism targets have historically been facilities that make a large economic or social impact on the targeted government or jurisdiction. In Hall County, all critical facilities could be potential targets. Terrorism includes a multitude of potential approaches, including agro-terrorism, which is terrorism targeted toward agriculture. Due to the high economic impact (over $123 million in annual agriculture-related sales) of agriculture in Hall County, agro-terrorism could be of particular concern. Hall County's poultry industry accounts for over 95% of the agriculture-related market value. Additionally, a terrorist contamination of the water sources is of concern to the Hall County Hazard Mitigation Plan Update Committee.

Within Hall County, there are many areas that could be viewed as potential targets for terrorism due to their economic impact on the area. This includes tourist-friendly areas

Technological Hazard: **Terrorism**

throughout Hall County, most notably Lake Lanier. Lake Lanier has nearly 12 million visitors annually and has an economic impact of over $5 billion for the area. Additionally, Georgia has become a bigger part of the movie-making industry. Hall County is no exception. This includes the Netflix series *Ozark*, which is filmed on and around Lake Lanier.

While active shooter situations and civil unrest are not always classified as terrorism, for this plan, the Hall County HMPC has chosen to classify them as such. Active shooter situations can occur in any location, including businesses, schools, government buildings, and public spaces. Schools are seen as particularly vulnerable to these types of situations due to the high publicity of recent active shooter events. Hall County is home to several institutes of higher education, as well, including Brenau University, the University of North Georgia's Gainesville Campus, and Lanier Technical College. While active shooter events and other acts of terrorism occur worldwide, they have low probability for Hall County but would have devastating impacts if they were to occur. To help mitigate some of these impacts, Hall County has exercised an active shooter response in the past to better prepare for any such event. Many of the same areas that are susceptible to an active shooter event could also be the scene of a potential civil unrest event.

Assets Exposed to the Hazard

Due to the unpredictable nature of terrorism, all public and private structures are threatened by the terrorism hazard. This includes all critical facilities.

Estimated Potential Losses

Losses due to terrorism are difficult to estimate due to the unpredictable nature of terrorism. The type of terrorist act carried out, location of the act, and the impact of the act would all affect the potential losses. Please see the critical facilities information for estimated potential losses for each critical facility.

Land Use and Development Trends

Hall County currently has no land use trends related to Terrorism beyond continued population growth, continued increase in tourism opportunities in the area, and the continued increase of movie filming in the area.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, are vulnerable to potential acts of terrorism. However, critical facilities and their surrounding areas are considered to be at the greatest risk.

Technological Hazard: **Terrorism**

Hazard Summary

Terrorism, while a low-probability hazard, would have devastating effects on Hall County and all municipalities. These impacts would be immediate and long-lasting and could be potentially economically crippling to Hall County and surrounding communities.

Technological Hazard: **Infrastructure Failure**

Hazard Description

Infrastructures are particularly vulnerable to both natural and technological hazards. These include electrical utilities, water utilities, gas pipelines, fuel supplies, and other infrastructures that supply vital supplies and services to the community. While an infrastructure failure would most likely be a secondary hazard of one of the other hazards identified in this plan, an infrastructure failure could be a solo incident itself.

A lack of connection with outside sources could lead to public panic, poor emergency response capabilities, and other domino hazards. These events pose a significant threat to many jurisdictions.

Hazard Profile

In case of any failure of a utility infrastructure, general difficulties would be exacerbated for both emergency responders and for the public. The reliance on wireless communications, particularly for the public safety sector, increases the vulnerability of Hall County's emergency response agencies to a utility failure.

Additionally, a failure of additional physical infrastructure, such as bridges and buildings, are of particular concern to the Hall County Hazard Mitigation Planning Committee. The highways that cross Lake Lanier could be of particular concern for failure because of the economic impact Lake Lanier has on the surrounding area. This would lead to both goods and services being interrupted.

Hall County is home to two gas transmission pipelines. One pipeline travels along Georgia Highway 60 from southeastern Hall County to Gainesville. A second pipeline travels through northeast Hall County from the Gillsville area to an unincorporated community called Murrayville in north Hall County.

Assets Exposed to Hazard

All assets and critical facilities within Hall County could potentially be impacted by an infrastructure failure.

Estimated Potential Losses

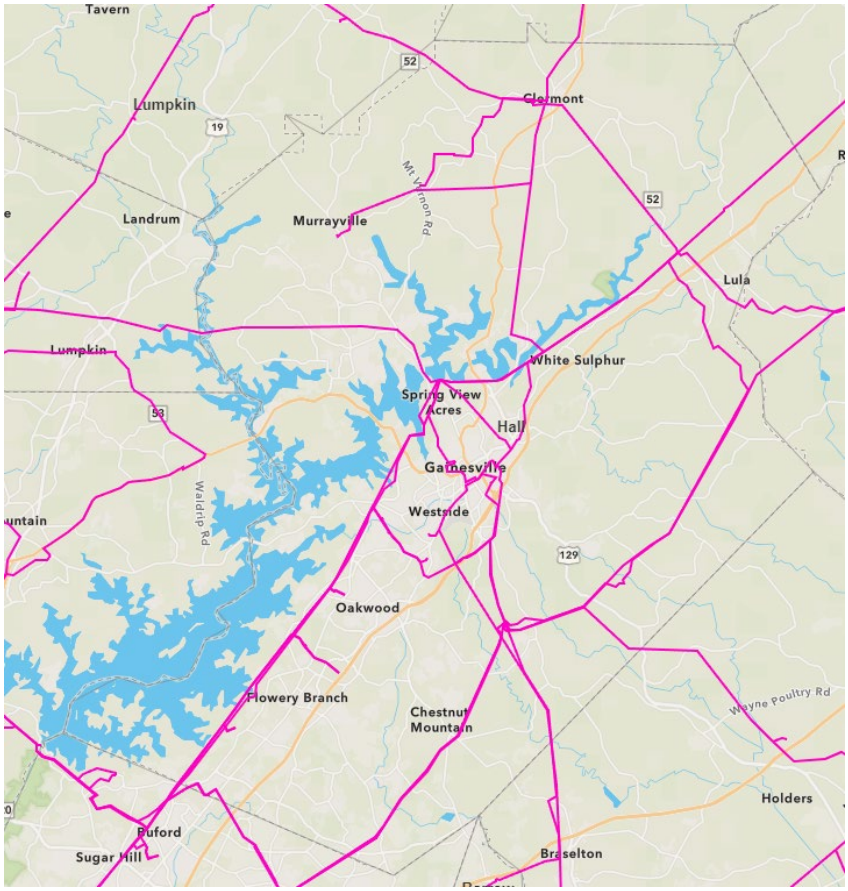
Estimated potential losses cannot be anticipated with this event due to the vast number of differing scenarios regarding utility failure.

Land Use and Development Trends

Hall County currently has no land use trends related to infrastructure failures beyond continued population growth and an ever-increasing industrial footprint.

Technological Hazard: **Infrastructure Failure**

Electrical Power Transmission Lines



Multi-Jurisdictional Considerations

All areas of Hall County could potentially be impacted by an infrastructure failure.

Hazard Summary

The Hall County HMPC has determined that utility failures pose a high risk to their jurisdictions due to the unpredictable nature of the incident. As a result, the Hall County HMPC has developed mitigation strategies and actions with infrastructure failures in mind.

Technological Hazard: **Emergent Infectious Diseases**

Hazard Description

Microorganisms, such as bacteria, viruses, parasites, fungi, or prions, surround us within the environment. They can even be found within our own bodies. Most microorganisms are completely harmless, and many are actually beneficial. However, some of these organisms are pathogenic, meaning they cause or can cause disease. Infectious diseases are caused by these pathogenic organisms and are communicable – meaning they can be spread from person to person either directly or indirectly. Direct transmission of the disease occurs through actual physical contact with an infected person or their bodily fluids. Indirect transmission of a disease occurs when an infected person contaminates a surface by sneezing, coughing, etc., and a non-infected person comes into contact with that infected surface. Another means of indirect transmission includes vectors, such as mosquitos, flies, mites, ticks, fleas, rodents, or dogs, which may carry the pathogenic microorganism and transmit it to people via a bite. Infectious diseases can also impact animal populations, particularly livestock and other farm animals. Even though these diseases may not directly affect humans, the economic impact of these diseases can be just as harmful, if not more so, to the community.

Infectious diseases can occur as primary events or they may occur as a cascading result of another disaster, such as a tornado, flood, or winter weather. Infectious diseases can vary greatly in severity and magnitude. According to the World Health Organization, infectious diseases account for three of the ten leading causes of death worldwide – HIV/AIDS, lower respiratory infections, and diarrheal disease. These three events, combined with tuberculosis and malaria, account for 20% of deaths globally.

In Western countries, the impact of infectious diseases has diminished greatly over the last 75 years due to improved sanitation, personal hygiene, vaccinations, and the use of antibiotics. In the United States, only two infectious diseases – seasonal influenza and pneumonia – rank in the top ten leading causes of death. Annually, there are 1,500 deaths in the United States from seasonal influenza and another 52,000 from pneumonia. Children and older adults are the greatest at risk for both.

Emergent infectious diseases are those that are appearing in a population for the first time. Re-emergent infectious diseases are those that may have previously existed in a population, but levels had dropped to the point where it was no longer considered a public health problem until levels once again began increasing.

Technological Hazard: **Emergent Infectious Diseases**

During the last 25 years, emergent and re-emergent infectious diseases have been on the rise. The below table outlines some of the contributing factors to this rise:

Contributing Factors to Increasing Occurrence of Emergent Diseases
Agent-Related Factors
Evolution of pathogenic infectious agents
Development of resistance to drugs
Resistance of disease carriers to pesticides
Host-Related Factors
Human demographic changes (humans inhabiting new areas)
Human behavior (sexual practices and drug use)
Human susceptibility to infection
Environment-Related Factors
Economic development and land use patterns
International travel and commerce
Deterioration of surveillance systems

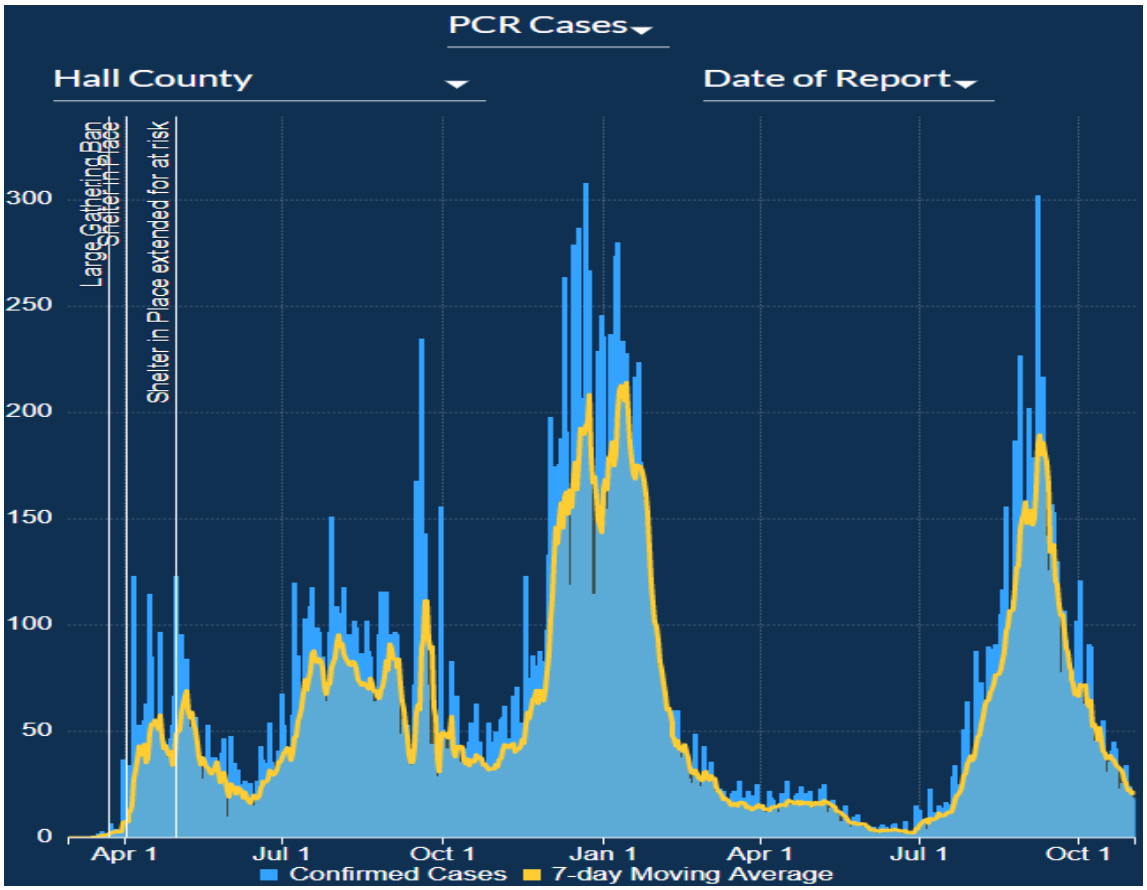
Due to a lack of ready-made vaccines for these diseases and a lack of immunity in the population, emergent and re-emergent infectious diseases are much more likely to escalate to pandemic levels rapidly.

CDC-Identified Emergent and Re-Emergent Infectious Diseases	
Drug-resistant Infections	Mad Cow/Variant Creutzfeldt-Jakob Diseases
Campylobacteriosis	Chagas Disease
Cholera	Cryptococcosis
Cryptosporidiosis (Crypto)	Cyclosporiasis
Cysticercosis	Dengue Fever
Diphtheria	Ebola Hemorrhagic Fever
Group B Streptococcal Infection	Hantavirus Pulmonary Syndrome
Hepatitis C	Hendra Virus Infection
Histoplasmosis	HIV/AIDS
Influenza	Lassa Fever
Legionnaires' Disease and Pontiac Fever	Leptospirosis
Listeriosis	Lyme Disease
Malaria	Marburg Hemorrhagic Fever
Measles	Meningitis
Monkeypox	MRSA
Nipah Virus Infection	Norovirus Infection
Pertussis	Plague
Polio	Rabies
Rift Valley Fever	Rotavirus Infection
Salmonellosis	SARS
Shigellosis	Smallpox
Sleeping Sickness (Trypanosomiasis)	Tuberculosis
Tularemia	Valley Fever (Coccidioidomycosis)
VISA/VRSA	Staphylococcus Aureus
West Nile Virus Infection	Yellow Fever

Technological Hazard: **Emergent Infectious Diseases**

Hazard Profile

Emergent Infectious diseases are of significant concern to the Hall County HMPC, particularly those that would have an impact on the human population or animal population of Hall County. Hall County would likely see significant economic impacts from an outbreak involving animal populations, such as an Avian Flu, due to the large economic base agriculture provides (over $120 million in annual sales). The lack of current vaccines and preparatory activities for these diseases has created a situation where the potential impact to Hall County of a pandemic or epidemic could be catastrophic. The most recent pandemic scare in the North Georgia area was the 2009-2010 H1N1 Swine Flu. There were 1286 cases of H1N1 in Georgia in 2009-2010 and 33 deaths. Most registered cases occurred with people between the ages of 5 and 29. This equates to a mortality rate of just over 2.5% - which is slightly lower than the 3% rate of the 1918-1919 Spanish Flu Pandemic. The 2019-2021 COVID-19 Pandemic, which was caused by SARS-CoV2, spreading worldwide in a matter of weeks. As of October 29, 2021, there were over 246 million cases reported worldwide with over 5 million deaths. In Hall County, there were 34,040 confirmed cases and 607 deaths.



Technological Hazard: **Emergent Infectious Diseases**

Over the last 25 years, emergent infectious disease outbreaks have occurred in other parts of the country. These include:

- 1993 Cryptosporidium Outbreak (Milwaukee, Wisconsin – 403,000 people ill and 100 deaths)
- 2010 Whooping Cough Outbreak (California – 9,500 people ill and 10 infant deaths)
- 2015 H5N2 Avian Flu Outbreak (Midwest – over 25 million chickens and turkeys destroyed as a precautionary measure at 83 locations)

Assets Exposed to the Hazard

Due to the unpredictable nature of emergent infectious diseases, all public and private structures are threatened by the hazard. This includes all critical facilities.

Estimated Potential Losses

Losses due to emergent infectious diseases are difficult to estimate due to the unpredictable nature of the hazard. The type of emergent infectious disease, location of the outbreak, and the impact of the outbreak would all affect the potential losses. Please see the critical facilities information for estimated potential losses for each critical facility.

Land Use and Development Trends

Hall County currently has no land use trends directly related to emergent infectious diseases.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, are vulnerable to emergent infectious diseases. However, livestock and other farm animals are considered to be the greatest at risk, along with areas that have a large, concentrated human population, such as schools.

Hazard Summary

An emergent infectious disease would have devastating effects on Hall County and all municipalities. These impacts would be immediate and long-lasting and could be potentially economically crippling. Because of these considerations, the Hall County HMPC has developed mitigation actions with emergent infectious diseases in mind.

CHAPTER FOUR
–
HAZARD MITIGATION STRATEGIES

Summary of Updates to Chapter Four

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2017.

Chapter 4 Section	Updates
Goals and Objectives	• Updated goals to match the needs of Hall County and all municipalities
Identification and Analysis of Mitigation Techniques	• Content Revised • Reviewed mitigation strategies identified in the 2017 plan and made updates • Identified mitigation strategies that were completed • Identified mitigation strategies to be removed

Goals and Objectives

Requirement §201.6(c)(3)

Requirement §201.6(c)(3)(i)

It is important that State and local government, public-private partnerships, and the average citizen can see the results of these mitigation efforts, therefore, the goals and strategies need to be achievable. The mitigation goals and objectives form the basis for the development of specific mitigation actions. County and municipal officials should consider the listed goals before making community policies, public investment programs, economic development programs, or community development decisions for their communities. The goals of Hall County have changed slightly in the last five years (since 2017) due to specific threat events, such as the COVID-19 Pandemic in 2020-2021. Because of the recentness of the impacts of these hazards and the devastation that occurred, these types of events have taken a greater priority, particularly in the increased priority of mitigation strategies directly related to these events and the development of new mitigation strategies related to these hazards.

Each jurisdiction covered by the Hall County Hazard Mitigation plan update – Hall County and the Municipalities of Braselton, Buford, Flowery Branch, Gainesville, Gillsville, Lula, Oakwood, and Clermont – has limited ability to fully implement the mitigation actions described in this plan. These jurisdictions are severely hampered by their small population and tax base when attempting to raise enough revenue to pursue many of these actions. All jurisdictions lack the needed financial strength and staffing to implement all the actions described in this plan. Many of the actions will be pursued through grant programs and by partnering with public and private organizations who can supplement the needed resources to accomplish the goals outlined in this plan. For actions where grant funding or partnerships are not available, Hall County or municipality revenue streams may be supplemented through Special Purpose Local Option Sales Tax (SPLOST) funds, which are voted on by the electorate.

GOAL 1	Maximize the use of all resources by promoting intergovernmental coordination and partnerships in the public and private sectors
GOAL 2	Harden communities against the impacts of disasters through the development of new mitigation strategies and strict enforcement of current regulations that have proven effective
GOAL 3	Reduce and, where possible, eliminate repetitive damage, loss of life and property from disasters
GOAL 4	Bring greater awareness throughout the community about potential hazards and the need for community preparedness

These objectives state a more specific outcome that Hall County strives to accomplish over the next five years. Action steps are the specific steps necessary to achieve these objectives. Objectives are not listed in order of importance.

OBJECTIVE 1	Reduce damage to property and loss of life through the utilization of preventative activities
OBJECTIVE 2	Minimize the damage to property and loss of life through property protection measures
OBJECTIVE 3	Minimize the damage to property and loss of life through natural resource protection activities
OBJECTIVE 4	Reduce damage to property and loss of life through the utilization of structural mitigation projects
OBJECTIVE 5	Increase the ability of Hall County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures
OBJECTIVE 6	Increase public education and awareness of natural hazards
OBJECTIVE 7	Minimize the impacts on local citizens, industry, and infrastructure of a dam breach
OBJECTIVE 8	Increase public awareness of local manmade hazards and proper response to those hazards
OBJECTIVE 9	Implement additional protective measures and capabilities in response to manmade incidents

Identification and Analysis of Mitigation Techniques

Requirement §201.6(c)(3)(iv)

Requirement §201.6(c)(3)(iii)

In updating Hall County's mitigation strategy, a wide range of activities were considered to help achieve the mitigation goals and objectives. This includes the following activities as by the Emergency Management Accreditation Program (EMAP):

1) The use of applicable building construction standards;

2) Hazard avoidance through appropriate land-use practices;

3) Relocation, retrofitting, or removal of structures at risk;

4) Removal or elimination of the hazard;

5) Reduction or limitation of the amount or size of the hazard;

6) Segregation of the hazard from that which is to be protected;

7) Modification of the basic characteristics of the hazard;

8) Control of the rate of release of the hazard;

9) Provision of protective systems or equipment for both cyber and/or physical risks;

10) Establishment of hazard warning and communication procedures; and

11) Redundancy or duplication of essential personnel, critical systems, equipment, and information materials.

Part of the prioritization includes a general assessment according to the STAPLEE criteria, which stands for Social, Technical, Administrative, Political, Legal, Economic and Environmental. This process led to three designated priorities: High, Medium, and Low. Most items that require grant funding must undergo a full Benefit Cost Analysis to determine the action's actual cost effectiveness prior to funding. This process will be completed as part of the grant opportunity application process.

Strategy Priority	Priority Description	Strategies within this priority
LOW	Low priority strategies are those strategies that will have less direct impact on mitigating Hall County's hazards, are in the early stages of strategy development, or score poorly on a preliminary cost-benefit analysis	
MEDIUM	Medium priority strategies are those strategies that will have a direct impact on mitigation Hall County's hazards, but will not have as large of an anticipated impact as High Priority strategies or may be focused on hazards that are not as potentially impactful or prevalent for Hall County. These strategies may be in the earlier stages of development or score mediocre on a preliminary cost-benefit analysis	
HIGH	High priority strategies are those strategies that would have a direct, large impact on mitigation Hall County's hazards. These strategies are oftentimes well-established needs of Hall County and/or all municipalities and have score high on a preliminary cost-benefit analysis	

The lead agency listed in the Mitigation Strategy charts will be responsible for the jurisdictional administration and implementation of the mitigation strategy prioritization. Prioritization was determined based on many factors. These include the likelihood of the event, the potential impact of the event, the current readiness posture of Hall County for the event, the all-hazard impact of the mitigation strategy, and a cost-benefit analysis for the mitigation action. For example, mitigation actions that address high-likelihood, high-impact events with a low cost would rate higher than low-likelihood, high-impact events with a high cost.

The following Mitigation Charts meet:
Requirement §201.6(c)(3)(ii)
Requirement §201.6(d)(3)

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
OBJECTIVE 1: Reduce damage to property and loss of life through the utilization of preventative activities																	
1.a	Utilize Planning and Zoning regulations to deter development in the floodplains	Hall County and municipal planning departments *Hall County and all municipalities*	**X**									Local budgets	Staff time	12 months	**In place; Continue**	**High**	**1.a**
1.b	Enforce building standards related to flooding	Hall County and municipal planning departments *Hall County and all municipalities*	**X**									Local budgets	Staff time	18 months	**In process; Ongoing**	**Medium**	**1.b**
1.c	Participate in NFIP Community Rating System (CRS)	Hall County and municipal planning departments and EMA *Hall County and all municipalities*	**X**									Local budgets	Staff time	36 months	**Research into process and needs ongoing**	**Low**	**1.c**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
1.d	Maintain NFIP Compliance	Hall County Board of Commissioners and municipal councils *Hall County and all municipalities*	**X**									Local budgets	Staff time	12 months	**In place; Continue**	**High**	**1.h; 1.i; 1.j; 1.k; 1.l; 1.m; 1.n; 1.o; 1.p**
1.e	Utilize zoning regulations to discourage building in wildfire hazard areas	Hall County and municipal planning departments *Hall County and all municipalities*							X			Local budgets	Staff time	36 months	**Research ongoing**	**Low**	**5.a**
1.f	Enforce current water use ordinances	Hall County, Braselton, and Gainesville planning departments *Hall County, Braselton, and Gainesville*						**X**	**X**			Local budgets	Staff time	24 months	**In place; Continue**	**Medium**	**5.f**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
1.g	Institute water use ordinances	Municipal planning departments *Buford, Flowery Branch, Gillsville, Lula, Oakwood, and Clermont*						**X**	**X**			Local budgets	Staff time	24 months	**Research into ordinances ongoing**	**Medium**	**5.e**
1.h	Amend construction standards to bury power lines in new developments	Municipal planning departments *Buford, Flowery Branch, Gillsville, Lula, Oakwood, and Clermont*		**X**	**X**	**X**	**X**			**X**		Local budgets	Staff time	24 months	**In place in Gainesville and Hall County; Under research**	**Medium**	**7.b**
1.i	Revise roof construction standards for high wind events	Hall County and municipal planning departments *Hall County and all municipalities*		**X**	**X**	**X**	**X**					Local budgets	Staff time	48 months	**Review of construction standards ongoing**	**Low**	**7.c**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
1.j	Obtain NFIP Compliance through the application of ordinances and regulations	EMA and Gillsville City Council *City of Gillsville*	**X**				**X**					Local budgets	Staff time	24 months	**NEW**	**High**	**NEW**
OBJECTIVE 2: Minimize the damage to property and loss of life through property protection measures																	
2.a	Provide flood protection for national historic registry sites	Hall County and municipal planning departments *Hall County and all municipalities*	**X**				**X**					Public and private grants and/or local budgets	$5 million	60 months	**Site identification underway**	**Low**	**1.c**
2.b	Purchase and maintain generators at all critical facilities	Hall County EMA, Public Works, and municipal public works *Hall County and all municipalities*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$20 million	60 months	**Ongoing project – maintenance in place**	**High**	**6.b**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
2.c	Purchase generator for Oakwood City Hall	Hall County EMA and Oakwood City Council *City of Oakwood*		**X**	**X**	**X**	**X**			X		Public and private grants and/or local budgets	$35,000	60 months	**NEW**	**Medium**	**NEW**
2.d	Purchase generator (mobile) and install transfer switch for Gainesville Traffic Building	Hall County EMA and Gainesville Public Works *City of Gainesville*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$500,000	60 months	**NEW**	**High**	**NEW**
2.e	Purchase generator (mobile) and install transfer switch for Altavista Complex	Hall County EMA and Gainesville Public Works *City of Gainesville*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$500,000	60 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
2.f	Purchase generator for City of Buford Water Plant	Buford Water Department and Hall County EMA *City of Buford*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$1 million	60 months	**NEW**	**High**	**NEW**
2.g	Purchase generator for Town of Clermont Town Hall	Clermont Town Council and Hall County EMA *Town of Clermont*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$35,000	60 months	**NEW**	**Medium**	**NEW**
2.h	Purchase generator for City of Gainesville Riverside Water Plant	Gainesville Water Department and Hall County EMA *City of Gainesville*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$1 million	60 months	**NEW**	**High**	**NEW**
2.i	Purchase generator (mobile) and install transfer switch for	Hall County EMA and Gainesville City Council		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or	$100,000	60 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
	Gainesville Administrative Bldg	*City of Gainesville*										local budgets					
2.j	Purchase generator for Gainesville Solid Waste	Gainesville Solid Waste and Hall County EMA *City of Gainesville*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$100,000	60 months	**NEW**	**Medium**	**NEW**
2.k	Build crew quarters for Hall County Public Works complex	Hall County Public Works *Hall County*	**X**	**X**	**X**	**X**	**X**		X	**X**	**X**	Public and private grants and/or local budgets	$400,000	60 months	**NEW**	**Medium**	**NEW**
2.l	Provide updates and renovations to the Flowery Branch Sewer Plant	Flowery Branch City Council *City of Flowery Branch*	**X**	**X**	**X**	**X**	**X**	**X**	X	**X**	**X**	Public and private grants and/or local budgets	$2 million	60 months	**NEW**	**Medium**	**NEW**
OBJECTIVE 3: Minimize the damage to property and loss of life through natural resource protection activities																	

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
3.a	Provide for proper maintenance of power lines, including clearing of trees	Utility companies at behest of Hall County and municipal governments *Hall County and all municipalities*		**X**	**X**	**X**	**X**		**X**	**X**		Public and private grants and/or private or local budgets	$5 million	60 months	**In place; Ongoing**	**High**	**5.c**
OBJECTIVE 4: Reduce damage to property and loss of life through the utilization of structural mitigation projects																	
4.a	Improve road construction related to flooding, such as elevating roadways, improving culverts, etc.	Hall County and municipal public works departments *Hall County and all municipalities*	**X**				**X**					Public and private grants and/or local budgets	$15 million	60 months	**Continuous ongoing project**	**High**	**1.e**
4.b	Construct safe rooms/buildings in subdivisions and mobile home parks	Hall County EMA *Hall County and all municipalities*				**X**	**X**					Public and private grants and/or	$2.5 million	60 months	**Area identification under research**	**Medium**	**2.b**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
												local budgets					
4.c	Purchase and install 6 inch water trash pump	City of Gainesville Water Department City of Gainesville	**X**		**X**		**X**					Public and private grants and/or local budgets	???	????	**NEW**	**Medium**	**NEW**
4.d	Provide stormwater upgrades at Balus Creek	City of Gainesville Water Department City of Gainesville and City of Oakwood	**X**		**X**		**X**					Public and private grants and/or local budgets	$500,000	60 months	**NEW**	**Medium**	**NEW**
4.e	Upgrade stormwater pipes as needed	City of Gainesville Water Department	**X**		**X**		**X**					Public and private grants and/or	Determined by project	60 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
		City of Gainesville and City of Oakwood										local budgets					
4.f	Install box culverts on Main Street and Phil Necro Blvd	Flowery Branch public works department *Flowery Branch*	**X**		**X**		**X**					Public and private grants and/or local budgets	$500,000	36 months	**NEW**	**Medium**	**NEW**
OBJECTIVE 5: Increase the ability of Hall County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures																	
5.a	Purchase a portable bridge to provide emergency ingress/egress during flood events	Hall County EMA; Hall County and municipal public works departments *Hall County and all municipalities*	**X**		**X**		**X**					Public and private grants and/or local budgets	$150,000	36 months	**Research into need and cost ongoing**	**Medium**	**1.f**
5.b	Create a database of developments with	Hall County and municipal	**X**		**X**		**X**					Local budgets	Staff time	24 months	**Ongoing project**	**Low**	**1. g**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
	detention/stormwater ponds	planning departments *Hall County and all municipalities*															
5.c	Provide adequate storm sheltering locations for elderly population	Hall County EMA *Hall County and all municipalities*				**X**	**X**					Public and private grants and/or local budgets	$250,000	36 months	**Location identification ongoing**	**Medium**	**2.a**
5.d	Maintain existing outdoor warning sirens	Hall County EMA *Hall County and all municipalities*				**X**						Public and private grants and/or local budgets	$250,000	48 months	**Some sirens installed, modified to maintain**	**Medium**	**3.a (mod)**
5.e	Purchase a fire boat	Hall County Fire Department *Hall County*	**X**			**X**	**X**					Public and private grants and/or local budgets	$1.5 million	60 months	**None due to low priority**	**Low**	**5.d**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.f	Update inventory of generators at critical facilities	Hall County EMA and Hall County and municipal Public Works departments *Hall County and all municipalities*		**X**	**X**	**X**	**X**			**X**		Local budgets	Staff time	18 months	**Ongoing project**	**High**	**6.a**
5.g	Locate a storage area for palletized salt/gravel storage for county and municipal use	Hall County and municipal public works departments *Hall County and all municipalities*		**X**								Local budgets	Staff time	18 months	**Location scouting ongoing**	**High**	**7.a**
5.h	Purchase and provide training on fully compliant drone	Hall County and municipal first responder agencies (law enforcement, fire, and EMA) *Hall County and all municipalities*	**X**		**X**	**X**	**X**	**X**	**X**	**X**	**X**	Public and private grants and/or local budgets	$15,000 each	18 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.i	Identify location for a portable fuel storage site	Hall County and municipal public works departments *Hall County and all municipalities*		**X**	**X**	**X**	**X**		**X**	**X**	**X**	Local budgets	Staff time	24 months	**NEW**	**Medium**	**NEW**
5.j	Purchase a wheeled excavator	City of Oakwood Council *City of Oakwood*	**X**		**X**		**X**					Public and private grants and/or local budgets	$250,000	36 months	**NEW**	**Medium**	**NEW**
5.k	Purchase 3 grapple trucks for debris removal operations	Hall County Public Works *Hall County and all municipalities*		**X**	**X**	**X**	**X**			**X**	**X**	Public and private grants and/or local budgets	$200,000	48 months	**NEW**	**High**	**NEW**
5.l	Purchase portable traffic control devices	Buford public works department *City of Buford*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or	$25,000	48 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
												local budgets					
5.m	Purchase emergency flood lights	Hall County and municipal public works departments *Hall County and all municipalities*	**X**		**X**	**X**	**X**			**X**	**X**	Public and private grants and/or local budgets	$50,000	24 months	**NEW**	**High**	**NEW**
5.n	Purchase portable radios for emergency response agency use	Hall County 911 and Hall County and municipal emergency response agencies *Hall county and all municipalities*	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	Public and private grants and/or local budgets	$2 million	36 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.o	Purchase portable radios for non-emergency response agency use	Hall County 911 and Hall County and municipal non-emergency response agencies *Hall county and all municipalities*	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	Public and private grants and/or local budgets	$1 million	60 months	**NEW**	**Medium**	**NEW**
5.p	Purchase safety panels, digital message boards, and road closure signage	Hall County and municipal public works departments *Hall County and all municipalities*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$125,000	60 months	**NEW**	**Medium**	**NEW**
5.q	Purchase emergency barricades for all municipalities	Municipal public works departments *All Hall County municipalities*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$75,000	48 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.r	Purchase temporary storage units for use by response agencies	Hall County Public Works *Hall County*	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	Public and private grants and/or local budgets	$20,000	42 months	**NEW**	**Low**	**NEW**
5.s	Purchase salting/plowing equipment	Hall County Public Works *Hall County*		**X**								Public and private grants and/or local and private budgets	$250,000	48 months	**NEW**	**High**	**NEW**
5.t	Purchase a snow plow	Hall County Public Works *Hall County*		**X**								Public and private grants and/or local budgets	$25,000	24 months	**NEW**	**High**	**NEW**
5.u	Purchase chippers and grinders for debris	Hall County and municipal public works			**X**	**X**	**X**		**X**	**X**		Public and private grants and/or	$150,000	30 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
		Hall County and all municipalities										local budgets					
5.v	Purchase/equip 6x12 emergency logistics trailer (folding tables, chairs, canopies, large coolers, four commercial portable fans, 10 radios, 5 laptops w/ mobile internet, 4 printers, 4 electric heaters, 5 large garbage cans)	Hall County Schools *Hall County and all municipalities*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$125,000	24 months	**NEW**	**High**	**NEW**
5.w	Purchase 2 portable 9500W generators, 10 5 gallon gas cans, and extension cords for use with generator	Hall County Schools *Hall County and all municipalities*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$20,000	30 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.x	Purchase 1 CONEX box and traffic cones	Lanier Technical College *Lanier Technical College*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$7,500	18 months	**NEW**	**Medium**	**NEW**
5.y	Purchase a Sewer Vac Truck	Flowery Branch Public Works *Flowery Branch*	**X**		**X**		**X**				**X**	Public and private grants and/or local budgets	$500,000	36 months	**NEW**	**Low**	**NEW**
5.z	Adopt policy that all future vehicles will be capable of 4-wheel drive	Hall County Public Works *Hall County*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Local budgets	Staff time	18 months	**NEW**	**High**	**NEW**
5.aa	Purchase and equip Traffic operations Unit (HERO-type unit)	Hall County Public Works *Hall County*	**X**		**X**	**X**	**X**			**X**	**X**	Public and private grants and/or local budgets	$200,000	48 months	**NEW**	**Low**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.bb	Purchase specialized equipment for boat/ dock recovery	Hall County Public Works *Hall County*	**X**						**X**			Public and private grants and/or local budgets	$200,000	60 months	**NEW**	**Low**	**NEW**
5.cc	Establish a salt/brining program	Hall County Public Works *Hall County*		**X**								Public and private grants and/or local budgets	$100,000	30 months	**NEW**	**High**	**NEW**
5.dd	Expand current salt/ brining program	Gainesville Public Works *City of Gainesville*		**X**								Public and private grants and/or local budgets	$150,000	30 months	**NEW**	**High**	**NEW**
5.ee	Identify a location (land) and purchase equipment for debris management operations	Buford and Oakwood Public Works departments			**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$1 million	60 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
		Cities of Buford and Oakwood															
5.ff	Provide storage location and equipment for the storage of palletized calcium	Hall County and municipal public works departments *Hall County and all municipalities*		**X**								Public and private grants and/or local budgets	$250,000	60 months	**NEW**	**Medium**	**NEW**
5.gg	Purchase additional electronic signage	Hall County Public Works and Engineering *Hall County*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$100,000	36 months	**NEW**	**High**	**NEW**
5.hh	Purchase additional electronic signage	Flowery Branch Public Works *City of Flowery Branch*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$75,000	36 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.ii	Purchase additional electronic signage	Buford Street Department *City of Buford*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$75,000	36 months	**NEW**	**High**	**NEW**
5.jj	Purchase additional electronic signage	Gainesville Public Works *City of Gainesville*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$75,000	36 months	**NEW**	**High**	**NEW**
5.kk	Purchase and provide storage for chainsaws and sandbags	Hall County Engineering *Hall County and all municipalities*	**X**			**X**	**X**			**X**		Public and private grants and/or local budgets	$15,000	24 months	**NEW**	**Medium**	**NEW**
5.ll	Develop a purchasing policy regarding contractors to supplement county and municipal response activities	Hall County Board of Commissioners and municipal councils	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	Local budgets	Staff time	18 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
	during an emergency condition	*Hall County and all municipalities*															
5.mm	Purchase equipment needed to support Next Gen technologies in 911 Center	Hall County 911 *Hall County and all municipalities*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$1 million	60 months	**NEW**	**High**	**NEW**
5.nn	Purchase portable bypass pumps for lift stations	Hall County Public Works *Hall County*	**X**		**X**	**X**	**X**			**X**	**X**	Public and private grants and/ or local budgets	$150,000	60 months	**NEW**	**Medium**	**NEW**
5.oo	Hire training officer for Hall County Public Works to help educate department personnel on disaster response and safety and serve as EMA liaison	Hall County Public Works *Hall County*	**X**	**X**	**X**	**X**	**X**		**X**	**X**	**X**	Local budgets	$75,000	30 months	**NEW**	**Low**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.pp	Purchase snow plow for Town of Clermont	Town of Clermont public works department *Town of Clermon*		**X**								Public and private grants and/ or local budgets	$35,000	30 months	**NEW**	**Medium**	**NEW**
5.qq	Provide fuel storage area and equipment for Flowery Branch police, public works, and sewer departments	Flowery Branch police, public works, and sewer *City of Flowery Branch*		**X**	**X**	**X**	**X**			**X**	**X**	Public and private grants and/ or local budgets	$100,000	48 months	**NEW**	**Medium**	**NEW**
5.rr	Purchase traffic cones and barricades	Flowery Branch Public Works *City of Flowery Branch*	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/or local budgets	$20,000	42 months	**NEW**	**Medium**	**NEW**
5.ss	Purchase traffic cones and barricades	Town of Clermont public works department	**X**		**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/ or local budgets	$15,000	36 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
		Town of Clermont															
5.tt	Purchase tandem trucks for debris removal and snow/ice operations	Hall County Public Works *Hall County*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/ or local budgets	$250,000	42 months	**NEW**	**Medium**	**NEW**
5.uu	Purchase mass animal care and transport vehicle and trailers	Hall County Animal Control *Hall County and all municipalities*			**X**	**X**	**X**	**X**	**X**	**X**		Public and private grants and/ or local budgets	$200,000	48 months	**NEW**	**Low**	**NEW**
5.vv	Train all county and municipal department heads in Incident Command (ICS 100, 200, 700, and 800)	Hall County EMA *Hall County and all municipalities*	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	Local budgets	Staff time	24 months	**NEW**	**High**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.ww	Create, train, and purchase equipment for a swift water rescue team	Gainesville Fire Department *City of Gainesville*	**X**				**X**					Public and private grants and/ or local budgets	$350,000	36 months	**NEW**	**Medium**	**NEW**
5.xx	Purchase/upgrade mobile command vehicle	Hall County EMA *Hall County and all municipalities*			**X**	**X**	**X**		**X**	**X**	**X**	Public and private grants and/ or local budgets	$500,000	36 months	**NEW**	**Medium**	**NEW**
5.yy	Purchase the following for City of Gainesville Public Works Traffic: Bucket trucks, emergency portable signage, portable generators, and traffic control infrastructure (mast arms, wire, signals heads)	Gainesville Public Works *City of Gainesville*		**X**	**X**	**X**	**X**			**X**		Public and private grants and/ or local budgets	$500,000	60 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.zz	Purchase the following for Gainesville Public Works Streets: radios, balloon lights, trailer mounted portable generator, barricades	Gainesville Public Works *City of Gainesville*	**X**	**X**	**X**	**X**	**X**			**X**	**X**	Public and private grants and/ or local budgets	$250,000	60 months	**NEW**	**Medium**	**NEW**
5.aaa	Purchase Storm Cleanup equipment (chainsaws, skidsteers, chippers, grinders, grapples, tilt trailer, clam shell loader, etc)	Gainesville Public Works *City of Gainesville*			**X**	**X**	**X**			**X**		Public and private grants and/or local budgets	$200,000	60 months	**NEW**	**Medium**	**NEW**
5.bbb	Purchase snow removal equipment (plows, spreaders, chemicals, sand, salt, etc.)	Gainesville Public Works *City of Gainesville*		**X**								Public and private grants and/ or local budgets	$150,000	48 months	**NEW**	**Medium**	**NEW**
5.ccc	Purchase trailer mounted trash pump	Gainesville Public Works *City of Gainesville*			**X**	**X**	**X**					Public and private grants and/ or local budgets	$100,000	60 months	**NEW**	**Medium**	**NEW**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.ddd	Purchase drones and acquire training for damage assessment	Gainesville Public Works *City of Gainesville*			X	X	X			X	X	Public and private grants and/ or local budgets	$20,000	24 months	**NEW**	**Medium**	**NEW**
OBJECTIVE 6: Increase public education and awareness of natural hazards																	
6.a	Partner with local media for TV/Radio emergency preparedness advertisements and messaging	Hall County EMA *Hall County and all municipalities*	X	X	X	X	X	X	X	X	X	Public and private grants and/or local budgets	$10,000	24 months	**NEW**	**High**	**NEW**
6.b	Create a community outreach program regarding natural hazards, such as winter storms, tornadoes, and severe thunderstorms to inform the public on proper response actions	Hall County EMA *Hall County and all municipalities*	X	X	X	X	X	X	X	X	X	Public and private grants and/or local budgets	$10,000	24 months	**Ongoing; In place**	**High**	**4.a and 4.b**

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought	Wildfire	Earthquake	Sinkholes/Landslide	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
6.c	Utilize Firewise Communities program to inform public about the threat of wildfires and encourage planning initiatives	Hall County Fire Rescue *Hall County and all municipalities*							**X**			Public grants, State and local budgets	$25,000	30 months	**Identification of communities ongoing**	**Medium**	**5.b**

Strategy #	Mitigation Action	Lead and *Supporting* Agency, Department, Organization	Dam Failure	Hazardous Materials	Terrorism	Transportation	Infrastructure Failure	Emer. Disease	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
OBJECTIVE 7: Minimize the impacts on local citizens, industry, and infrastructure of a dam breach														
7.a	Encourage safe dam design and planning	Hall County and municipal planning departments *Hall County and all municipalities*	**X**		**X**		**X**		Local budgets	Staff time	12 months	**In place; Continue**	**High**	8.f
7.b	Continue to do a dam breach analysis ever 2-5 years for all reservoirs in Hall County	Hall County Public Works *Hall County and all municipalities*	**X**		**X**		**X**		Local budgets	Staff time	12 months	**NEW**	**High**	NEW
OBJECTIVE 8: Increase public awareness of local manmade hazards and proper response to those hazards														
8.a	Institute a public awareness campaign regarding technological and manmade hazards	Hall County EMA *Hall County and all municipalities*	**X**	**X**	**X**	**X**	**X**	**X**	Public and private grants and/or local budgets	$5,000	24 months	**NEW**	**High**	NEW

Strategy #	Mitigation Action	Lead and *Supporting* Agency, Department, Organization	Dam Failure	Hazardous Materials	Terrorism	Transportation	Infrastructure Failure	Emer. Disease	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
OBJECTIVE 9: Implement additional protective measures and capabilities in response to manmade incidents														
9.a	Provide ALERRT Training for all agencies that would respond to a potential active attack incident	Hall County and municipal Law Enforcement Agencies and EMA *Hall County and all municipalities*			**X**				Public and private grants and/or local budgets	$10,000	18 months	**NEW**	**High**	NEW
9.b	Purchase and equip a mobile dispense unit for public health emergencies	Hall County Board of Health *Hall County and all municipalities*			**X**			**X**	Public and private grants and/or local budgets	$75,000	36 months	**NEW**	**Medium**	NEW
9.c	Equip and train a Hazardous Materials Response Team	Hall County and municipal Fire/Rescue Departments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Public and private grants and/or local budgets	$250,000	48 months	**Training in place; some equipment purchased**	**High**	8.c

Strategy #	Mitigation Action	Lead and *Supporting* Agency, Department, Organization	Dam Failure	Hazardous Materials	Terrorism	Transportation	Infrastructure Failure	Emer. Disease	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
9.d	Purchase perimeter monitoring equipment for HazMat Incidents	Hall County and municipal Fire/Rescue Departments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Public and private grants and/or local budgets	$50,000	48 months	**NEW**	**Medium**	NEW
9.e	Purchase broader spectrum equipment for HazMat Incidents	Hall County and municipal Fire/Rescue Departments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Public and private grants and/or local budgets	$20,000	48 months	**NEW**	**Medium**	NEW
9.f	Continue to train and equip first responders in hazardous materials operations	Hall County EMA; Hall County and municipal fire departments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Public and private grants and/or local budgets	$15,000	24 months	**Training regimen in place**	**High**	8.d

Strategy #	Mitigation Action	Lead and *Supporting* Agency, Department, Organization	Dam Failure	Hazardous Materials	Terrorism	Transportation	Infrastructure Failure	Emer. Disease	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
9.g	Provide zoning regulations to encourage the buffering of residential/ commercial and industrial sites	Hall County and municipal Planning departments *Hall County and all municipalities*		**X**	**X**	**X**	**X**		Local budgets	Staff time	30 months	**Research on regulations ongoing**	**Medium**	8.e
9.h	Upgrade gas utility emergency response trailer – the trailer and included equipment	Buford Gas Department *City of Buford*		**X**	**X**				Public and private grants and/or local budgets	$100,000	30 months	**NEW**	**High**	NEW
9.i	Purchase structural collapse trailer and equipment	Gainesville Fire Department *City of Gainesville*			**X**		**X**		Public and private grants and/or local budgets	$200,000	60 months	**NEW**	**Medium**	NEW

Completed Mitigation Strategies

Previous Strategy #	Strategy	Status
8.g	Develop a comprehensive dam inspection, maintenance, and enforcement program	COMPLETE
8.a	Maintain safety procedures/policies/plans in accordance with state and federal regulations	COMPLETE

Deleted Mitigation Strategies

Previous Strategy #	Strategy	Reason for Deletion
8.b	Maintain an active LEPC	No longer a priority; Committee defunct

CHAPTER FIVE
–
MAINTENANCE AND IMPLEMENTATION

Summary of Updates for Chapter Five

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2017.

Chapter 5 Section	Updates
Maintenance	• Content Revised
Plan Distribution	• Content Revised
Implementation	• Content Revised
Evaluation	• Content Revised
Peer Review	• Content Revised
Plan Update	• Content Revised
Conclusion	• Content Revised

Maintenance

Requirement §201.6(c)(4)(iii)

To adhere to best practices, state and federal guidelines, and lessons learned, the Hall County Hazard Mitigation Plan Update Committee has developed a method to ensure the regular review and update of the Plan occurs. Plan maintenance protocols identified during the 2017 Hall County Hazard Mitigation Plan was followed, to the best abilities of Hall County. This most importantly included an increased attempt for public participation and inclusion in the planning process. The Hall County Hazard Mitigation Plan Update Committee will reconvene annually in February to monitor and evaluate the progress of the mitigation strategies in the Plan. Hall County's Emergency Management Director, Casey Ramsey, will be responsible for implementing this meeting. The Committee will discuss the following questions annually:

- Do the goals address current and expected hazards and conditions?
- Are the goals and objectives still relevant to the County?
- Has the nature or magnitude of risks changed?
- Does the risk assessment portion of the Plan need to be updated or modified?
- Are the goals and objectives meeting changes in state and federal policy?
- Are the current resources appropriate for implementing the Plan?
- Are there local implementation problems, such as technical, political, legal, or coordination issues with other agencies?
- Did the jurisdictions, agencies, and other partners participate in the plan implementation process as proposed?

The responsible parties for various mitigation strategies will provide a report during this annual meeting regarding the following:
- How well did the implementation processes work?
- Were any difficulties encountered during implementation?
- How successful was the coordination of efforts?
- Are there any suggestions for revision of any strategies?

Hall County's Emergency Management Director will send the minutes from this annual meeting to Hall County Board of Commissioners and the municipalities of Braselton, Buford, Flowery Branch, Gainesville, Gillsville, Lula, Oakwood, and Clermont for review.

If there are any updates or modifications to the Hall County Hazard Mitigation Plan, the Emergency Management Director will forward the changes to the Georgia Emergency Management Agency's Hazard Mitigation Officer. All annual reviews of the Hall County Hazard Mitigation Plan will be open to the public. These meetings will be advertised both in the local newspapers, but also on signage in the publicly used facility hosting the meeting.

Maintenance Log

Revision Date	Revised Section	Reason for Revision	Revised By
2020-2021	**Five Year Hazard Mitigation Plan Update**	**FEMA Requirement**	**Hall County Hazard Mitigation Planning Committee with assistance from Lux Mitigation and Planning**

Plan Distribution

This Plan will be distributed, but not limited, to the following departments and organizations within Hall County:

Hall County Board of Commissioners
Hall County Fire Department
Hall County Emergency Management Agency
Hall County Sheriff's Office
Hall County Public Works
Hall County Code Enforcement
Hall County Board of Education
City of Braselton
City of Buford
City of Flowery Branch
City of Gainesville
City of Gillsville
City of Lula
City of Oakwood
Town of Clermont

A printed copy of the approved Plan will be available for viewing at the Hall County Commissioner's Office located at 2875 Browns Bridge Road in Gainesville, Georgia 30504. A printed copy of the approved Plan will also be available for viewing at the Hall County Public Library located at 127 Main Street NW in Gainesville. A copy of the Hall County Hazard Mitigation Plan will also be made available on the Hall County Emergency Management Agency website. The existence and location of these copies will be publicized in the County's local newspaper, The Gainesville Times.

All comments, questions, concerns, and opinions about the Plan will be directed to Director Casey Ramsey of the Hall County Emergency Management Agency for follow-up.

Implementation

Requirement §201.6(c)(4)(ii)

Each jurisdiction participating in the Hall County Hazard Mitigation Plan is responsible for implementing specific mitigation actions as prescribed in this plan. In the Mitigation Strategies section, every proposed strategy is assigned to a specific local department or agency to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the designation of a local lead department or agency, some strategies have secondary or assisting department or agencies listed as well. This allows for a sharing of responsibility and coordination of effort for some of the identified strategies that cross lines of departmental responsibility. The completion date has been assigned to assess whether identified mitigation strategies are being implemented in a timely fashion.

Hall County and all municipalities will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. When applicable, potential funding sources have been identified and targeted for the proposed actions listed in the mitigation strategies. It will be the responsibility of each participating jurisdiction to determine additional implementation procedures beyond those listed within the Hall County Hazard Mitigation Plan.

This plan, as a joint effort between Hall County and the Municipalities of Braselton, Buford, Flowery Branch, Gainesville, Gillsville, Lula, Oakwood, and Clermont will serve as a comprehensive mitigation plan. The mitigation strategies, hazard identification, and other information identified in this plan will be integrated into all comprehensive Hall County plans, as well as all municipality plans in the future. Incorporation of these strategies will occur, as necessary, throughout this planning cycle covered by this Hazard Mitigation Plan Update. Aspects of this plan will be integrated into the Hall County Comprehensive Plan during the next planning cycle.

Identified hazards and mitigation strategies of the 2017 Hall County Hazard Mitigation plan were integrated into the Local Emergency Operations Plan, multiple County and City SOPs and SOGs, and future planning and zoning plans. Hall County will integrate mitigation strategies identified in this plan into the Hall County Comprehensive Plan, Community Wildfire Protection Plan, Continuity of Operations Plan, and other future plans. Strategies identified in the previous plan were applied to grant applications, building and zoning requirements, and development planning considerations for Hall County and all municipalities. Many of these strategies will be applied using previously identified policies and ordinances, including the NFIP compliance ordinances and water-use ordinances, which have now been applied countywide. All jurisdictions have the authority to adopt locally binding ordinances and policies to enhance the mitigation strategies in their jurisdiction.
The Legal and Regulatory Capability survey documents authorities available to the jurisdiction and/or enabling legislation at the state level affecting planning and land

management tools that support local hazard mitigation planning efforts. The identified planning and land management tools are typically used by states and local jurisdictions to implement hazard mitigation activities.

Regulatory Tools/Plans	Regulatory Type: Ordinance, Resolution, Codes, Plans, Etc.	Local Authority	State Prohibited	Higher Authority
Building Codes	County/Municipal Code	Yes	No	No
Capital Improvements Plan		Yes	No	No
Comprehensive Plan	Hall County Comprehensive Plan	Yes	No	No
Economic Development Plan	Hall County Comprehensive Plan	Yes	No	Yes
Emergency Management Accreditation Program		No	No	Yes
Emergency Response Plan	Hall County Local Emergency Operations Plan (LEOP)	Yes	No	Yes
Flood Management Plan		Yes	No	No
Historic Preservation		Yes	No	No
National Flood Insurance Program Participation		Yes	No	Yes
Continuity of Government/ Operations Plan		No	No	No
Post-Disaster Ordinance		Yes	No	No
Zoning Ordinances	County and Municipal Codes	Yes	No	No

Opportunities to integrate the requirements of this Plan into other local planning mechanisms

shall continue to be identified. Although it is recognized that there are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Hazard Mitigation Plan is deemed by the Hall County Hazard Mitigation Planning Committee to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

Evaluation

Requirement §201.6(c)(4)(i)

Periodic revisions and updates of the Hall County Hazard Mitigation Plan may be required to ensure that the goals of this plan are kept current with federal, state, and local regulations. These revisions should also consider any potential changes in the hazard vulnerability and mitigation priorities of Hall County.

The Hall County Hazard Mitigation Plan Update Committee will meet annually to review the Hall County Hazard Mitigation Plan. During this annual review, mitigation strategies will be reviewed to evaluate the progress that has occurred for each identified mitigation strategy. The Hall County Hazard Mitigation Plan Update Committee will also meet following any disaster event to review the identified mitigation strategies for that hazard and determine if timelines should be adjusted or additional mitigation strategies should be identified and added to the plan. These steps will ensure that the Hall County Hazard Mitigation Plan is continuously updated to allow for changes in hazard vulnerabilities and identified mitigation strategies.

The Hall County Hazard Mitigation Plan Update Committee will complete all evaluations of the Hall County Hazard Mitigation Plan.

Peer Review

State Requirement Element F1

To maintain standards of quality, improve performance, and provide credibility to the Hall County Hazard Mitigation Plan Update, representatives of local emergency management agencies bordering Hall County conducted a peer review of the Plan. The peer review of this Plan constitutes a form of self-regulation, accountability, and new insights offered by qualified professionals in neighboring communities, which face many of the same natural and man-made hazards.

Hall County Hazard Mitigation Plan Update was peer reviewed by:

Chris Grimes Date
Director
Forsyth County Emergency Management Agency

David Wimpy Date
Director
Lumpkin County Emergency Management Agency

Greg Swanson Date
Director
Gwinnett County Emergency Management Agency

David Murphy Date
Director
White County Emergency Management Agency

Plan Update

Requirement §201.6(c)(4)(i)

The Federal Disaster Mitigation Act of 2000 requires that the Hazard Mitigation Plan be updated at least once every five years. The Hall County Emergency Management Agency is the department responsible with ensuring this requirement is met. The Hall County Hazard Mitigation Plan Update Committee will be involved in this future process and will aid the Hall County Emergency Management Agency in ensuring that all jurisdictions provide input into the planning process. The public will be invited to participate in the planning process through public hearings to be held whenever major updates to this plan are needed and during annual review meetings. This plan will expire in the third quarter of 2027; therefore, the approval and adoption of the next plan update must be completed before that time.

In the first quarter of 2026, Hall County plans to begin the Hazard Mitigation Plan Update process for the fourth time. This planning process will include bi-monthly meetings to accomplish the identified goals of the Hall County Hazard Mitigation Plan Update. This process will be headed up by the Hall County Emergency Management Agency. The Hall County Hazard Mitigation Planning Committee will follow a similar process as was undertaken during this planning cycle to complete all FEMA and GEMA requirements for the Hazard Mitigation Plan Update. This process will be completed by the first quarter of 2027 to meet all identified planning deadlines.

Conclusion

As a result of the hazard mitigation planning process, Hall County, and all municipalities therein, as well as additional participating organizations have gained significant information and knowledge regarding Hall County's disaster history, natural and technological hazards, vulnerabilities, and potential strategies to lessen the impacts of the identified hazards.

One consistent theme identified by the Hall County Hazard Mitigation Planning Committee was the inability to consistently identify geographic locations that were more vulnerable to most hazards due to the widespread potential effects and random impact areas of each hazard. This was exceedingly true for most natural hazards. Recognizing this challenge, the Hall County Hazard Mitigation Plan Update Committee determined it was best to identify many mitigation goals, objectives, and strategies that were both general and specific in nature. These strategies allow the Hall County Hazard Mitigation Plan Update Committee to adopt strategies that will have the greatest positive effect on the greatest amount of the population.

The Hall County Hazard Mitigation Planning Committee adopted strategies in all six of the major mitigation categories: Prevention, Property Protection, Natural Resource Protection, Structural Projects, Emergency Services, and Public Education and Awareness. Structural Projects and Emergency Services comprised the greatest number (%) of the mitigation strategies identified by Hall County.

Appendix A – Hall County Dams Information

Category I Dams

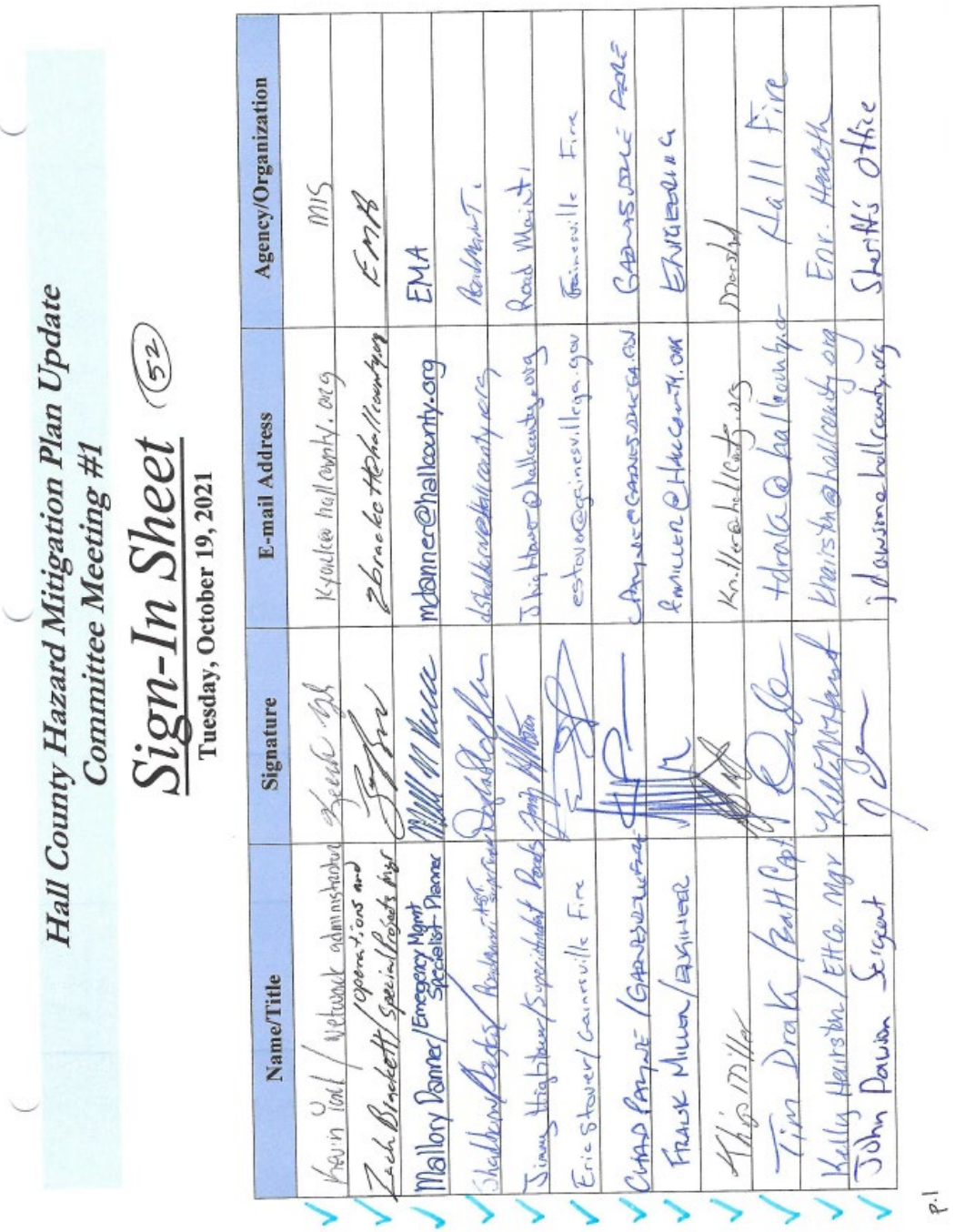
Name	Latitude	Longitude	Height (feet)	Storage (acres)
Royal Lakes Dam #1	34.195000	-83.846806	47.10	372.00
Royal Lakes Dam #2	34.193611	-83.849167	43.00	128.00
Sterling on the Lake Dam #1	34.140278	-83.895833	27.00	452.00
Cedar Creek Reservoir Dam	34.324560	-83.723310	97.00	5100.00

Category II Dams

Name	Latitude	Longitude	Height (feet)	Storage (acres)
Alpha Iii Lake Dam	34.231667	-83.693056	32.00	31.00
Brenau Lake Dam	34.318056	-83.811111	30.00	151.00
Chicopee Woods Hole #3 Lake Dam	34.238333	-83.843333	38.00	98.00
Clark Lake Dam	34.378333	-83.795000	34.00	58.00
Gainesville Stone Lake Dam	34.206389	-83.770278	40.00	162.00
Jaemor Farms Irrigation Dam	34.420278	-83.634167	33.00	79.00
Martins Lake Dam	34.413333	-83.838333	37.00	80.00
Middle Oconee- Walnut Creek Structure No 9	34.225000	-83.713333	46.00	448.00
Middle Oconee- Walnut Creek Str No 1	34.225000	-83.825000	47.00	1563.00
Middle Oconee- Walnut Creek Structure No 7	34.255833	-83.789444	47.00	1139.00
Middle Oconee-Walnut Creek Watershed No. 3	34.206389	-83.805556	40.00	347.00
Old Adams Lake Dam	34.325556	-83.756944	27.00	50.00
Ramsey Lake Dam	34.333333	-83.775556	17.00	405.00
Spring Lake Dam	34.177778	-83.956111	53.00	250.00
Sterling on the Lake Upper Dam	34.148333	-83.902222	28.00	457.00
Tara Lake Dam	34.270278	-83.689444	37.00	16.00
Thomas Lake Dam	34.398611	-83.956944	27.00	36.00
Upper Mulberry River Watershed Structure #8	34.132500	-83.818889	62.00	1210.00

Wauka Mountain Lake Dam	34.501944	-83.791667	30.00	128.00
Wow Youth Camp Dam	34.383889	-83.971667	29.00	125.00
Young Lake Dam	34.440833	-83.867778	34.00	39.00

Appendix B – Hall County Hazard Mitigation Plan Update Committee Sign In Sheets



Hall County Hazard Mitigation Plan Update
Committee Meeting #1

Sign-In Sheet (52)

Tuesday, October 19, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
Kevin Ioel / Network administrator		Kjoel@hallcounty.org	MIS
Zach Brackett/ Operations and Special Projects Mgr		zbrackett@hallcounty.org	EMS
Mallory Danner/ Emergency Mgmt Specialist Planner		mdanner@hallcounty.org	EMA
Shelley Castex/ Assistant Fire Chief		scastex@hallcounty.org	Fire Marshal
Jimmy Hightower/ Superintendent Roads		JHightower@hallcounty.org	Road Maint.
Eric Stowers/ Gainesville Fire		estowers@gainesville.gov	Gainesville Fire
Chad Pruett/ Gainesville Fire		CPruett@gainesville.gov	Gainesville Police
Frank Miller/ Engineer		fmiller@hallcounty.org	Engineering
Kris Miller		kmiller@hallcounty.org	Marshal
Tim Drake/ Battalion Chief		tdrake@hallcounty.org	Hall Fire
Kelly Hairston/ EMS Mgr		khairston@hallcounty.org	Env. Health
John Davis Sergeant		jdavis@hallcounty.org	Sheriff's Office

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Hall County Hazard Mitigation Plan Update
Committee Meeting #1

Sign-In Sheet

Tuesday, October 19, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Sheri Chapman Police officer	SheriCL	sheri.chapman@ung.edu	UNG Public Safety
	Amanda Letson 911 Director	Amanda Letson	aletson@hallcounty.org	Hall 911
✓	Walt Davis		wdavis	Corrections
✓	Johnnie Vickers		jvickers@hallcounty.org	SOLID WASTE
✓	Stephen Carey		SCAREY@UNITEDCOM	CAREER TECH RES
✓	TAL HARDEN		THARDEN@DAHOMEY.NET	DAHOMEY
✓	Todd Beebe		tbeebe@gainesville.gov	COG
✓	Kevin Buecher Animal Control Field Supervisor		KBuecher@hallcounty.org	Animal Control
✓	Tina Garcia Animal Service Supervisor		tgarcia@hallcounty.org	Animal Control
✓	Sarah McQuade Planning Director		SMCQUADE@HALLCOUNTY.ORG	HALL CO
✓	Srikanth Yamala Public Wks		syamala@hallcounty.org	Hall Co
✓	Adam Walker / Senior PC Technician		Awalker@hallcounty.org	MIS

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Hall County Hazard Mitigation Plan Update
Committee Meeting #1

Sign-In Sheet

Tuesday, October 19, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	DENNIS BERGIN CITY MGR		BERGIN@[illegible]	CITY OF FLOWERY
✓	Tim Hatcher		thatche@oakwoodpd.net	Oakwood PD
✓	Angela Cox		acox@hallcounty.org	911
✓	Doug Smith		dsmith@jacksonemc.com	Jackson EMC
✓	Ladette Smith		lasmith@hallcounty.org	Road Maintenance
✓	Donna Sue Campbell		DonnaSue.Campbell@dph.ga.gov	Public Health District 2
✓	Bill Nash		bnash@hallcounty.org	Public Works
✓	GLENNIS BARNES GPC		gebarnes@southernco.com	Georgia Power
	CHRIS ROTALSKY		CROTALSKY@GAINESVILLEGA.GOV	GAINESVILLE PUBLIC WORKS
	Bryan Lacy			
✓	Matthew Cunyus		Matthew.Cunyus@dhs.ga.gov	NGHJ
✓	Cassandra Davidson		cassandra.davidson@nghs.com	NGHS

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Hall County Hazard Mitigation Plan Update
Committee Meeting #1

Sign-In Sheet

Tuesday, October 19, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
✓ Jason Spann		jspann@cityofoakwood.net	Oakwood
✓ Kimberly Angel		Kimberly.angel@gema.ga.gov	GEMA/HS
✓ Andrea Gaines, HC Health		andrea.gaines@dph.ga.gov	Health Dept.
✓ Gentry Wade		gwade@cityofbuford.com	City of Buford
✓ Chris Armstrong			HCFS
✓ MIKE LITTLE			HC Parks
✓ Latisha Flesher, Hall Co DFCS		latisha.flesher@dhs.ga.gov	Hall Co DFCS
✓ Daniel O. Branch		dbranch@cityofbuford.com	Buford DPS.
✓ Mike Martin		mmartin@gainesville.org	Gainesville PD
✓ Kathie Crumley		kcrumley@hallcountyga.org	Admin.
Rod Wilson		RWilson@hallcounty.org	HCFS
Casey Ramsey		cramsey@hallcounty.org	Hall EMA

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Hall County Hazard Mitigation Plan Update
Committee Meeting #2

Sign-In Sheet

Wednesday, November 3, 2021

(49)

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Nick Shirley / Emergency Manager		nshirley@hallcounty.org	Hall County 911
✓	Chad Pangburn Fire Marshal		cpangburn@gainesville.org	Gainesville Fire Department
✓	Tru Grice		tgrice@hallcounty.org	Hall Co. AC
✓	Dan Dyle / Asst Dir, DWR		ddyle@gwcmailbox.gov	City of Gainesville GA
✓	Jay Parrish/GTD Chief		jparrish@gainesville.ga.gov	Gainesville FD
✓	Mark Paden / Pat Eddie		mark.paden@dph.ga.gov	District 2, PH
✓	Chiefs Rozansky/Gainesville PW		crozansky@gainesville.gov	Gainesville P.W.
✓	Jorge Gomez / Hall Engineering		Jorge.Gomez@Hallcounty.org	Hall Engineering
✓	Glenn Barnes / GA Power		gebarnes@southernco.com	Georgia Power
✓	Kate Crumley / Hall Co.		kcrumley@hallcounty.org	Hall Co.
✓	Jason Spencer		jspencer@cityofoakwood.com	Oakwood
✓	Doug Sosebee		dsmith@jacksonemc.com	Jackson EMC

Hall County Hazard Mitigation Plan Update
Committee Meeting #2

Sign-In Sheet

Wednesday, November 3, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
Michael Todd Casper		MCASPER@hallcounty.org	Hall County Sheriff's Office
			NWS
Mallory Danner		mdanner@hallcounty.org	EMA
Babette Smith			Hall County Road Maint
			Hall Fire
			Hall Co. Rd Maint
			MES
			Hall 911
			Gainesville Fire
			Hall County Schools
			Hall Co. Env. Health
			Dist. 2 PH

Hall County Hazard Mitigation Plan Update
Committee Meeting #2

Sign-In Sheet

Wednesday, November 3, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Mike Mize		kmillerhallcounty.gov	Retired.
✓	Natasha Yarnes		natasha.yarnes@ghp.gov	District 2
✓	Todd Beck		Hbeckegamail194.gov	COG
✓	Stephen Carey		scarey@chamberlain.edu	Chamblee Tech MPD.
✓	Todd Wilson		twilson@gainesville.org	Hall Fire
✓	Casey Ramsey		cramsey@hallcountyga.gov	Hall EMA
✓	Sarah McDaniel		smcqueade@hallcounty.gov	Hall Co.
✓	Kevin Beecher		KBeechers Hall county.gov	Clinical Center
✓	Daniel Brown		dbrandon city of bford.com	Buford DRS
✓	Geatty Wood		gwood@city of Buford.com	Retired DB
✓	Kathryn Smith		Kathryn.smith@ung.edu	UNG
✓	Pamela Mixon		pmixon@hallcounty.org	Hall Co

Hall County Hazard Mitigation Plan Update
Committee Meeting #2

Sign-In Sheet

Wednesday, November 3, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
✓ Tim Hatch, Chief	Tim Hatch	thatch@oakwoodpd.net	Oakwood P.D.
✓ Tim Pardue, Capt		TPardue@gainesville.net	Gainesville P.D.
✓ Zack Brackett		zbrackett@hallcountyga.gov	Hall County EMA
✓ Cassandra Davidson		cassandra.davidson@ngis.com	NGIS
✓ Kevin York		kyork@hallcounty.org	MIS
✓ Douglas Shadburn		dshadburn@hallcounty.org	Road Maint.
✓ Jeremy Pickett		jpickett@hallcounty.org	Hall County EMA
✓ Andrea Gaines		andrea.gaines@dphhs.ga.gov	DPHD
✓ James E. Mix Mayor		jimmix711@gmail.com	Clermont
✓ Tommy Rogers			clermont Maint
✓ Johnnie Vickers		jvickers@hallcounty.org	Hall county Public Works
✓ Amelia Letson		aletson@hallcounty.org	Hall 911

Hall County Hazard Mitigation Plan Update
Committee Meeting #2

Sign-In Sheet

Wednesday, November 3, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
Bill Nash Asst Dir	BStg	bnash@hallcounty.org	Public Works - Hall Co

Hall County Hazard Mitigation Plan Update
Committee Meeting #3

Sign-In Sheet

Thursday, December 2, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Amanda Ietson Director	Amanda Ietson	aletson@hallcounty.org	Hall 911
✓	Shane Kinsey			HCFR
✓	Douglas Shadburn		dshadburn@hallcounty.org	Hall County Road Dept.
✓	Christopher Halsey Chief		Chrishalsey@flowerybranchga.org	Flowery Branch P.D.
✓	Bill Holden Director Public Works City of Flowery Branch			
✓	Dennis Bergin Hall Co Env.		bergingc@comcast.net	City of Gillsville
✓	Kelly Hairston Health Co. Mgr		khairston@hallcounty.org	Hall Co. Env. Health
✓	Angela Moore		amoore@hallcounty.org	Hall 911
✓	Casey Carey			1/4 11 EMA
✓	Mallory Danner		mdanner@hallcounty.org	Hall EMA
✓	Mark Paden		mark.paden@dph.ga.gov	District 2, TH
✓	Kevin Buechler		KBuechler@Hallcounty.org	Comm. Services

Hall County Hazard Mitigation Plan Update
Committee Meeting #3

Sign-In Sheet

Thursday, December 2, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Andy Betancourt		Andy.Betancourt@hallco.org	Hall County Schools
✓	Tommy Rogers			Town of Clermont
✓	James E. Nix			Town of Clermont
✓	Daniel O. Branch		dbranch@cityofbuford.com	City of Buford
✓	Nathan Smith		NSmith@Hallcounty	Hall County Landfill
✓	Anabel Lopez-Ortiz		alopezortiz@hallcounty	Hall County Roadmaint.
✓	Ladette Smith		lasmith@hallcounty.org	Hall County Road Maintenance
✓	Jeremy Pickett		jpickett@hallcounty.org	Hall County EMA
✓	Jason Spencer		jspencer@cityofoakwood.net	Oakwood.
✓	Todd Beeche		tbeeche@gainesvillega.gov	COG
✓	Kathryn Smith		Kathryn.Smith@ung.edu	UNG Public Safety
✓	Eric Stover		estover@gainesvillega.gov	Gainesville Fire

Hall County Hazard Mitigation Plan Update
Committee Meeting #3

Sign-In Sheet

Thursday, December 2, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	Chad Payne		cpayne@gainesville.edu	Gainesville Fire
✓	Ken Helbert		KHelbert@gainesville.edu	Gainesville Fire
✓	Nick Shirley		nshirley@hallcounty.org	Hall E911
✓	Don Dyer Asst DEM		dyer@gemainsville.gov	C.O.G. - DWR
✓	GLENNIS BARNES		gbarnes@southernco.com	GEORGIA POWER
✓	Steve Watson		swatson@hallcounty.org	Hall BOC

Hall County Hazard Mitigation Plan Update
Committee Meeting #3

Sign-In Sheet

Thursday, December 2, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
✓ BRIAN STEWART / DIGITAL MEDIA SPECIALIST		BSTEWART@HALLCOUNTY.ORG	HALL COUNTY GOVERNMENT
✓ Jorge Gomez / Assistant County Eng.		Jorge.Gomez@hallcounty.org	Hall County Gov.
✓ FRANK MILLSAP/COUNTY ENG.		FMillsap@HallCounty.org	HALL CO
✓ Zach Brackett / Operations & Special Projects		ZBrackett@HallCounty.org	Hall County/EMA
✓ Natasha Young / Public Info Officer		natasha.young@dph.ga.gov	District 2 PH
✓ Jimmy Hightower / Rd Maint		JHightower@hallcounty.org	Hall County

Hall County Hazard Mitigation Plan Update
Committee Meeting #4

Sign-In Sheet

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Wednesday, December 8, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
Tommy Rogers			Town of Clermont
Daniel O. Branch		dbranch@cityofbuford.com	City of Buford DPS
Todd Beebe		tbeebe@gainesville-ga.gov	COG
Anabel Lopez		alopezortiz@hallcounty.org	Hall county Rd maint
Cassandra Davidson Environment Band Coordinator		cassandra.davidson@ngbs.com	NGNS
Donna Sue Campbell HCF		Donna Sue.Campbell@dph.ga.gov	Dist 2 PH
Jason Spencer		jspencer@cityofoakwood.org	Oakwood
Kelly Hairston, Hall EH Co Mgr		khairstn@hallcounty.org	Hall Co. Env. Health
Jimmy Hightower		Jhightower@hallcounty.org	Hall Co. Rd Maint.
Christopher Hulsey		Chrishulsey@flowerybranchga.org	Flowery Branch P.D.
Chad Payne		cpayne@gainesvillega.gov	GPD Gainesville Fire
Eric Stover		estover@gainesvillega.gov	Gainesville Fire

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Hall County Hazard Mitigation Plan Update
Committee Meeting #4

Sign-In Sheet

Wednesday, December 8, 2021

	Name/Title	Signature	E-mail Address	Agency/Organization
✓	James E. Nix	James E. Nix		Town of Clermont
✓	Tim Hatch	Tim Hatch	thatch@oakwoodpd.net	Oakwood PD
✓	Gentry Cwade	Gentry Cwade	gwade@cityofbuford.com	Buford DPS
✓	Lasitte Smith Road Maint	Lasitte Smith	lasmith@hallcounty.org	Road Maintenance
✓	Mallory Danner	Mallory Danner	mdanner@hallcounty.org	EMA
✓	Johnnie Vickers	J Vickers	jvickers@hallcounty.org	Public Works
✓	Jeremy Pickett	Jeremy Pickett	jpickett@hallcounty.org	Hall Co EMA
✓	Stoney Bowles	Stoney Bowles		Hall Co Fire Rescue
✓	DON Dye Asst DC	Don Dye	ddye@gainesville.ga.gov	C.D.G. DWR
✓	Kevin Holbrook	Kholbrook@gainesville.ga.us		Gainesville Police
✓	STEPHEN GARCIA	[illegible]	[illegible]	[illegible] P.D.
Duplicate	Christopher Hulsey/Chief	C.S. Hulsey	chrishulsey@flowerybranchga.org	Flowery Branch P.D.

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Hall County Hazard Mitigation Plan Update
Committee Meeting #4

Sign-In Sheet

Wednesday, December 8, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
✓ Amanda Letson 911 Director	Amanda Letson	aletson@hallcounty.org	Hall 911
✓ Angela Moore Ops Mgr		amoore@hallcounty.org	Hall 911
✓ Bill Whidden "Director"		bill[illegible]@hallcounty.org	Public Works
Duplicate ✓ Tal Pardue CAPT		TPardue@oakwood-PD.net	Oakwood
✓ Douglas Shadborn		dshadborn@hallcounty.org	Hall County Rd Maint.
✓ ANDY BETANCOURT		ANDY.BETANCOURT@HALLCO.ORG	HALL COUNTY SCHOOL
✓ Casey Ramsey		CRamsey@Hallcounty.org	Hall EMA

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Hall County Hazard Mitigation Plan Update
Committee Meeting #4

Sign-In Sheet

Wednesday, December 8, 2021

Name/Title	Signature	E-mail Address	Agency/Organization
Dennis Berglund Mike		Berglund@cityofgainesville.org	City of Gainesville
TAC Planner / Capt		TAC Planner@gainesville.org	Gainesville
Kevin Funk / Network Admin		kfunk@hallcounty.org	Hall County MIS
Bill Nash		bnash@hallcounty.org	Public Works HC
Kevin Brechbuhler		K Brechbuhler@Hallcounty.org	Admin / Services

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Appendix C – Critical Facilities Information

Facility Name	Jurisdiction
Tower Site - Gainesmill	*Gainesville city*
Tower Site - Friendship	*Buford city*
Tower Site - Hog Mountain	*Flowery Branch town*
Tower Site - Skyview	*Gainesville city*
Tower Site - Bark Camp	*Hall County*
Tower Site - Skitts Mountain	*Hall County*
Tower Site - Lula	*Hall County*
Gainesville Youth Detention Center	*Gainesville city*
Lanier Christian Academy	*Flowery Branch town*
Riverside Military Academy	*Gainesville city*
Lakeview Academy	*Gainesville city*
Marantha Christian Academy	*Oakwood city*
Lanier Technical College	*Hall County*
University of North Georgia - Gainesville Campus	*Oakwood city*
Brenau University	*Gainesville city*
Gainesville City School System Office	*Gainesville city*
Gainesville City Schools - Transportation Dept	*Gainesville city*
Centennial Arts Academy	*Gainesville city*
Enota Multiple Intelligences Academy	*Gainesville city*
Fair Street International Academy	*Gainesville city*
Gainesville Exploration Academy	*Gainesville city*
Mundy Mill Arts Academy	*Gainesville city*
New Holland Leadership Academy	*Gainesville city*
Gainesville Middle School - East Campus	*Gainesville city*
Gainesville Middle School - West Campus	*Gainesville city*
Gainesville High School	*Gainesville city*
Northeast Georgia Medical Center - Gainesville	*Gainesville city*
Northeast Georgia Medical Center - Braselton	*Braselton town*
Hall County Sheriff's Office - Headquarters	*Hall County*
Hall County Sheriff's Office - North Precinct	*Clermont town*
Hall County Sheriff's Office - South Precinct	*Flowery Branch town*
Hall County Sheriff's Office - Lula Precinct	*Lula city*

Hall County Courthouse	*Hall County*
Hall County Courthouse Annex	*Hall County*
Hall County Jail	*Hall County*
Hall County Correcitonal Institute	*Hall County*
Hall County Animal Control	*Hall County*
Hall County Public Works (Road, Fleet, Traffic)	*Hall County*
Flowery Branch Police Department	*Flowery Branch town*
Flowery Branch City Hall	*Flowery Branch town*
Oakwood City Hall and Police Department	*Oakwood city*
Lula City Hall	*Lula city*
City of Gillsville Office	*Gillsville city*
Clermont Town Hall	*Clermont town*
Gainesville Justice Center	*Gainesville city*
Gainesville - Fire Station #1	*Gainesville city*
Gainesville - Fire Station #2	*Gainesville city*
Gainesville - Fire Station #3	*Gainesville city*
Gainesville - Fire Station #4	*Gainesville city*
Alta Vista Building - Gainesville Public Works Facility	*Gainesville city*
Gainesville Traffic Shop	*Gainesville city*
Gainesville Fullenwider Shop	*Gainesville city*
Gainesville Administration Building	*Gainesville city*
Gainesville Civic Center	*Gainesville city*
Hall County Fire Rescue - Station #1	*Hall County*
Hall County Fire Rescue - Station #2	*Clermont town*
Hall County Fire Rescue - Station #3	*Hall County*
Hall County Fire Rescue - Station #4	*Hall County*
Hall County Fire Rescue - Station #5	*Flowery Branch town*
Hall County Fire Rescue - Station #6	*Lula city*
Hall County Fire Rescue - Station #7	*Hall County*
Hall County Fire Rescue - Station #8	*Flowery Branch town*
Hall County Fire Rescue - Station #9	*Hall County*
Hall County Fire Rescue - Station #10	*Gillsville city*
Hall County Fire Rescue - Station #11	*Hall County*

Hall County Fire Rescue - Station #12	*Flowery Branch town*
Hall County Fire Rescue - Station #13	*Hall County*
Hall County Fire Rescue - Station #14	*Hoschton city*
Hall County Fire Rescue - Station #15	*Hall County*
Hall County Fire Rescue - Station #16	*Hall County*
Hall County Fire Rescue - Fire Training Facility	*Hall County*
Hall County Fire Rescue - Administration	*Hall County*
Hall County EMA and EOC	*Hall County*
Hall County Fire Rescue - Fleet Maintenance	*Hall County*
Chestnut Mountain Elementary	*Flowery Branch town*
Chicopee Woods Elementary	*Hall County*
Flowery Branch Elementary	*Flowery Branch town*
Friendship Elementary	*Hall County*
Lanier Elementary	*Hall County*
Lula Elementary	*Lula city*
Lyman Hall Elementary	*Hall County*
Martin Technology Academy	*Flowery Branch town*
McEver Arts Academy	*Hall County*
Mt. Vernon Elementary	*Hall County*
Myers Elementary	*Hall County*
Oakwood Elementary	*Hall County*
Riverbend Elementary	*Hall County*
Sardis Enrichment School	*Hall County*
Spout Springs Elemntary	*Flowery Branch town*
Sugar Hill Elementary	*Hall County*
Tadmore Elementary	*Hall County*
Wauka Mountain Multiple Intelligences Academy	*Hall County*
White Sulphur Elementary	*Hall County*
World Languages Academy (Elementary)	*Flowery Branch town*
Academy of Discovery @ South Hall	*Hall County*
Cherokee Bluff Middle	*Flowery Branch town*
Chestatee Academy of Inquiry & Talent Development	*Hall County*

CW Davis Middle	*Flowery Branch town*
East Hall Middle	*Hall County*
North Hall Middle	*Hall County*
West Hall Middle	*Oakwood city*
World Languages Academy AOD (Middle)	*Hall County*
Cherokee Bluff High	*Flowery Branch town*
Chestatee High	*Hall County*
East Hall High	*Hall County*
Flowery Branch High	*Flowery Branch town*
Johnson High	*Hall County*
Lanier College Career Academy	*Hall County*
North Hall High	*Hall County*
West Hall High	*Oakwood city*
The Foundry (ALC)	*Hall County*
Hall County Schools Central Office	*Hall County*
Hall County Schools Central Warehouse	*Hall County*
Howard E. Ivester Early College	*Hall County*
Hall County Schools Maintenance Department	*Hall County*
Hall County Schools Student Services Center	*Flowery Branch town*
Hall County Schools Technology Information Center	*Hall County*
Hall County Schools Transportation Department	*Hall County*
Linwood Water Reclamation Facility	*Gainesville city*
Riverside Water Treatment Plant	*Gainesville city*
Flat Creek Water Reclamation Facility	*Gainesville city*
Lakeside Water Treatment Plant	*Flowery Branch town*
City of Gainesville Water Department Distribution & Collections	*Gainesville city*
Gainesville Lift Station #2 - Lakemont	*Gainesville city*
Gainesville Lift Station #3 - Robson's Crossing	*Gainesville city*
Gainesville Lift Station #5 - Plant Station	*Gainesville city*
Gainesville Lift Station #6 - Pine Cove Apartments	*Gainesville city*
Gainesville Lift Station #7 - Flat Creek	*Gainesville city*
Gainesville Lift Station #8 - Willow Ridge	*Gainesville city*
Gainesville Lift Station #9 - McEver Extension	*Gainesville city*

Gainesville Lift Station #10 - Elan	*Gainesville city*
Gainesville Lift Station #13 - Springhaven	*Gainesville city*
Gainesville Lift Station #14 - Dawsonville Highway	*Gainesville city*
Gainesville Lift Station #15 - Centennial Park	*Gainesville city*
Gainesville Lift Station #16 - North Bradford	*Gainesville city*
Gainesville Lift Station #17 - Clarks Bridge Condos	*Gainesville city*
Gainesville Lift Station #18 - Ramsey Road	*Gainesville city*
Gainesville Lift Station #19 - The Trail	*Gainesville city*
Gainesville Lift Station #20 - Clubhouse	*Gainesville city*
Gainesville Lift Station #21 - White Sulphur	*Gainesville city*
Gainesville Lift Station #22 - Industrial Park North	*Gainesville city*
Gainesville Lift Station #23 - Exit #7	*Gainesville city*
Gainesville Lift Station #25 - Allen Creek	*Gainesville city*
Gainesville Lift Station #26 - Lakeview	*Gainesville city*
Gainesville Lift Station #27 - Cry Creek	*Gainesville city*
Gainesville Lift Station #28 - Chicopee	*Gainesville city*
Gainesville Lift Station #29 - Burns Drive	*Gainesville city*
Gainesville Lift Station #30 - McEver Vineyards	*Gainesville city*
Gainesville Lift Station #32 - Thompson Bridge	*Gainesville city*
Gainesville Lift Station #33 - Fieldale	*Gainesville city*
Gainesville Lift Station #34 - Water's Edge #1	*Gainesville city*
Gainesville Lift Station #35 - Water's Edge #2	*Gainesville city*
Gainesville Lift Station #36 - Water's Edge #3	*Gainesville city*
Gainesville Lift Station #37 - Sardis Creek	*Gainesville city*
Gainesville Lift Station #38 - Ada Creek	*Gainesville city*
Gainesville Lift Station #39 - Audubon Crest	*Oakwood city*
Gainesville Lift Station #40 - Windcliff	*Gainesville city*
Gainesville Lift Station #41 - Caswyck	*Gainesville city*
Gainesville Lift Station #42 - Lanier Village	*Gainesville city*
Gainesville Lift Station #43 - South Hall Middle School	*Gainesville city*
Gainesville Lift Station #44 - Amberleigh 1	*Gainesville city*
Gainesville Lift Station #45 - Amberleigh 2	*Gainesville city*
Gainesville Lift Station #46 - Walnut Grove	*Gainesville city*
Gainesville Lift Station #47 - Carrington Park	*Gainesville city*
Gainesville Lift Station #48 - Windsor Forest #1	*Gainesville city*
Gainesville Lift Station #49 - Windsor Forest #2	*Gainesville city*
Gainesville Lift Station #50 - Windsor Forest #3	*Gainesville city*
Gainesville Lift Station #51 - Heritage Point #1	*Gainesville city*

Gainesville Lift Station #52 - Heritage Point #2	*Gainesville city*
Gainesville Lift Station #53 - Heritage Point #3	*Gainesville city*
Gainesville Lift Station #54 - Donna Way	*Gainesville city*
Gainesville Lift Station #55 - Calvary Church	*Gainesville city*
Gainesville Lift Station #57 - Cresswinds #2	*Gainesville city*
Gainesville Lift Station #58 - Cresswinds #3	*Gainesville city*
Gainesville Lift Station #59 - Cresswinds #4	*Gainesville city*
Gainesville Lift Station #60 - Cresswinds #5	*Gainesville city*
Gainesville Lift Station #61 - Cresswinds #6	*Gainesville city*
Gainesville Lift Station #62 - Cresswinds #7	*Gainesville city*
Gainesville Lift Station #63 - Howard Road	*Gainesville city*
Gainesville Lift Station #64 - Calvary Creek	*Gainesville city*
Gainesville Lift Station #65 - Hawthorne	*Oakwood city*
Gainesville Lift Station #66 - Wallis Road	*Flowery Branch town*
Gainesville Lift Station #68 - Balus Creek	*Oakwood city*
Gainesville Lift Station #69 - River Brook	*Gainesville city*
Gainesville Lift Station #71 - Athens Highway	*Gainesville city*
Gainesville Lift Station #74 - Cresswinds #8	*Gainesville city*
Gainesville Lift Station #75 - Stephens RD	*Oakwood city*
Gainesville Lift Station #Braselton town - Gold Creek	*Gainesville city*
Gainesville Lift Station #77 - Harrison Square	*Gainesville city*
Gainesville Lift Station #78 - Lanier Village Cottage	*Gainesville city*
Gainesville Lift Station #80 - Chattahoochee CC	*Gainesville city*
Gainesville Lift Station - East Lake (Future)	*Gainesville city*
Gainesville Lift Station #100 - North Hall Booster	*Gainesville city*
Gainesville Lift Station #101 - Clermont Booster	*Gainesville city*
King Street Tank	*Clermont town*
Bark Camp Tank	*Hall County*
Athens Highway Tank	*Gainesville city*
Stringer Avenue Tank	*Gainesville city*
Hog Mountain Tank	*Flowery Branch town*
Highway 52 Tank	*Lula city*
High Street Pump Station/Tank	*Gainesville city*

Appendix D – Hazard Data Tables

Thunderstorms

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								2	6	17.409M	0.50K
HALL CO.	HALL CO.	GA	03/02/1972	14:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/11/1973	15:50	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/23/1973	16:45	CST	Hail	1.50 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/28/1973	13:45	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/22/1974	00:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/21/1974	04:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	01/10/1975	19:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/24/1975	07:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/15/1975	12:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/19/1975	16:00	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/06/1976	21:02	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/11/1977	22:35	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/23/1979	16:25	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1979	02:03	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/08/1980	20:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/06/1981	17:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/07/1981	14:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/26/1982	18:20	CST	Hail	1.50 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/26/1982	18:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/05/1982	17:18	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/19/1982	15:30	CST	Thunderstorm Wind	63 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/14/1984	11:55	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/02/1984	17:50	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/02/1984	17:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/02/1984	15:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/03/1984	17:08	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/10/1984	18:05	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/05/1985	19:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/07/1985	15:40	CST	Hail	1.00 in.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	08/01/1985	13:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/13/1986	06:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/19/1986	06:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/07/1986	15:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/07/1986	15:15	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/26/1986	23:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/27/1986	13:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/16/1986	18:20	CST	Thunderstorm Wind	52 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/26/1986	05:55	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/04/1987	11:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/24/1987	17:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/01/1987	18:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/02/1987	18:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/06/1987	15:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/24/1987	17:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/17/1988	14:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/17/1988	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/05/1988	13:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/03/1989	06:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/05/1989	14:35	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/05/1989	14:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/05/1989	13:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/15/1989	01:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/03/1989	06:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/15/1989	20:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/10/1990	05:35	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/10/1990	05:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/16/1990	06:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/22/1990	10:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/28/1990	14:05	CST	Hail	0.88 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/12/1990	23:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/20/1990	14:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/09/1990	21:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/21/1990	17:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	08/30/1990	15:05	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1991	15:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1991	21:15	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/19/1991	12:42	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/28/1991	15:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/29/1991	13:05	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/29/1991	13:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	01/23/1992	14:00	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/10/1992	16:20	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/10/1992	16:20	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/19/1992	13:40	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/09/1992	13:00	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/15/1993	19:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
Gainesville	HALL CO.	GA	04/15/1993	20:50	EST	Hail	1.50 in.	0	0	0.00K	0.00K
Bellville	HALL CO.	GA	05/15/1994	18:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
Clermont	HALL CO.	GA	06/26/1994	22:55	EST	Thunderstorm Wind	0 kts.	0	3	500.00K	0.00K
Gainsville	HALL CO.	GA	06/26/1994	23:30	EST	Thunderstorm Wind	0 kts.	0	0	500.00K	0.00K
Cedartown	HALL CO.	GA	06/27/1994	01:00	EST	Hail	1.00 in.	0	0	0.00K	0.00K
Flowery	HALL CO.	GA	08/16/1994	15:32	EST	Hail	0.88 in.	0	0	0.00K	0.00K
Flowery Branch	HALL CO.	GA	08/18/1994	15:30	EST	Hail	0.75 in.	0	0	0.00K	0.50K
Gainesville	HALL CO.	GA	05/01/1995	19:54	EST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
Gainesville	HALL CO.	GA	06/11/1995	20:18	EST	Thunderstorm Wind	0 kts.	0	0	0.40K	0.00K
Murrayville	HALL CO.	GA	06/17/1995	13:40	EST	Hail	0.75 in.	0	0	0.00K	0.00K
Clermont	HALL CO.	GA	06/24/1995	18:53	EST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Gainsville	HALL CO.	GA	09/01/1995	15:08	EST	Thunderstorm Wind	0 kts.	0	0	1.00K	0.00K
OAKWOOD	HALL CO.	GA	05/06/1996	15:15	EST	Hail	1.00 in.	0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	05/27/1996	21:15	EST	Thunderstorm Wind		0	0	15.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/24/1996	15:55	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/26/1996	20:40	EST	Hail	1.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	09/28/1996	14:00	EST	Thunderstorm Wind		0	0	2.00K	0.00K
MURRAYSVILEE	HALL CO.	GA	02/21/1997	14:45	EST	Thunderstorm Wind		0	0	500.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/05/1997	18:30	EST	Thunderstorm Wind		0	0	10.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/28/1997	16:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K

GILLSVILLE	HALL CO.	GA	04/28/1997	16:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/14/1997	17:35	EST	Hail	0.90 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/21/1997	15:07	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CHESTNUT MTN	HALL CO.	GA	06/21/1997	15:10	EST	Hail	1.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	06/21/1997	15:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/04/1997	19:23	EST	Thunderstorm Wind		0	0	2.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/04/1997	19:42	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/28/1997	18:00	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	10/25/1997	07:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	02/17/1998	08:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	04/03/1998	10:00	EST	Lightning		0	0	120.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/1998	19:15	EST	Hail	1.75 in.	0	0	0.00K	0.00K
CHESNUT MTN	HALL CO.	GA	04/08/1998	18:25	EST	Hail	0.90 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/1998	20:35	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/1998	22:39	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/17/1998	00:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/17/1998	02:35	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/01/1998	01:43	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/01/1998	02:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/07/1998	15:35	EST	Hail	0.88 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/07/1998	17:35	EST	Thunderstorm Wind		0	0	1.00K	0.00K
CLERMONT	HALL CO.	GA	05/07/1998	17:43	EST	Hail	1.75 in.	0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/07/1998	19:40	EST	Hail	2.75 in.	0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/05/1998	19:33	EST	Thunderstorm Wind		0	0	30.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/19/1998	11:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/24/1998	20:21	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/19/1998	19:20	EST	Thunderstorm Wind		0	0	50.00K	0.00K
LULA	HALL CO.	GA	07/20/1998	14:05	EST	Thunderstorm Wind		0	0	1.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/20/1998	14:10	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/1998	13:58	EST	Thunderstorm Wind		0	0	5.00K	0.00K

MURRAYVILLE	HALL CO.	GA	04/27/1999	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/05/1999	22:49	EST	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/13/1999	15:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	05/13/1999	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GILLSVILLE	HALL CO.	GA	06/24/1999	21:09	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	06/24/1999	21:30	EST	Thunderstorm Wind		0	1	75.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/06/1999	15:30	EST	Lightning		0	0	50.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/06/1999	15:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	04/03/2000	03:00	EST	Thunderstorm Wind	50 kts. EG	0	0	0.50K	0.00K
GAINESVILLE	HALL CO.	GA	05/25/2000	16:40	EST	Thunderstorm Wind		0	0	3.00K	0.00K
COUNTYWIDE	HALL CO.	GA	06/26/2000	19:50	EST	Thunderstorm Wind		0	0	0.10K	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Thunderstorm Wind	60 kts. E	0	0	50.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Hail	1.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/30/2000	16:20	EST	Thunderstorm Wind		0	0	1.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/30/2000	16:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/10/2000	05:15	EST	Lightning		0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	08/10/2000	22:45	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:18	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:25	EST	Thunderstorm Wind		0	0	20.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/11/2000	00:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/11/2000	00:30	EST	Thunderstorm Wind		0	0	5.00K	0.00K
CLERMONT	HALL CO.	GA	08/24/2000	15:32	EST	Hail	1.75 in.	0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	02/16/2001	18:47	EST	Thunderstorm Wind		0	0	7.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/2001	08:13	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/2001	08:35	EST	Lightning		0	0	150.00K	0.00K
CANDLER	HALL CO.	GA	04/03/2001	11:30	EST	Lightning		0	0	0.50K	0.00K
GAINESVILLE	HALL CO.	GA	05/24/2001	18:10	EST	Hail	2.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/03/2001	14:22	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/04/2001	21:00	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	06/04/2001	21:13	EST	Lightning		0	0	25.00K	0.00K
CLERMONT	HALL CO.	GA	06/04/2001	21:15	EST	Thunderstorm Wind		0	0	0.10K	0.00K

MURRAYVILLE	HALL CO.	GA	06/21/2001	19:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	06/27/2001	19:25	EST	Hail	1.25 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/09/2002	16:42	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/09/2002	16:47	EST	Thunderstorm Wind		0	0	0.75K	0.00K
BELMONT	HALL CO.	GA	05/09/2002	17:00	EST	Lightning		0	0	60.00K	0.00K
LULA	HALL CO.	GA	05/10/2002	17:52	EST	Hail	1.00 in.	0	0	3.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/13/2002	14:52	EST	Thunderstorm Wind		0	0	5.00K	0.00K
CLERMONT	HALL CO.	GA	07/01/2002	16:00	EST	Thunderstorm Wind		0	0	3.00K	0.00K
CLERMONT	HALL CO.	GA	07/01/2002	16:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	07/01/2002	16:26	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/02/2002	14:20	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/02/2002	18:30	EST	Thunderstorm Wind		0	0	25.00K	0.00K
COUNTYWIDE	HALL CO.	GA	09/14/2002	15:30	EST	Thunderstorm Wind		0	0	15.00K	0.00K
GAINESVILLE	HALL CO.	GA	11/11/2002	03:20	EST	Thunderstorm Wind		0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	11/11/2002	03:56	EST	Thunderstorm Wind		0	0	90.00K	0.00K
ROBERTS XRDS	HALL CO.	GA	04/30/2003	13:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/06/2003	12:20	EST	Thunderstorm Wind	55 kts. EG	0	0	30.00K	0.00K
CHESNUT MTN	HALL CO.	GA	05/06/2003	12:30	EST	Hail	1.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/07/2003	02:55	EST	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/16/2003	22:25	EST	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/13/2003	14:35	EST	Thunderstorm Wind	39 kts. EG	0	0	0.25K	0.00K
GAINESVILLE	HALL CO.	GA	07/13/2003	19:24	EST	Hail	1.00 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	07/22/2003	13:25	EST	Thunderstorm Wind	50 kts. EG	0	0	50.00K	0.00K
OAKWOOD	HALL CO.	GA	07/22/2003	13:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/04/2003	21:00	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/16/2003	16:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/16/2003	16:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	09/22/2003	15:11	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/12/2004	15:00	EST	Thunderstorm Wind	51 kts. EG	0	0	5.00K	0.00K

COUNTYWIDE	HALL CO.	GA	07/14/2004	17:00	EST	Thunderstorm Wind	52 kts. EG	0	0	7.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/20/2004	19:00	EST	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/20/2004	19:25	EST	Thunderstorm Wind	50 kts. EG	0	0	7.00K	0.00K
GAINESVILLE	HALL CO.	GA	11/24/2004	11:00	EST	Thunderstorm Wind	56 kts. EG	0	0	75.00K	0.00K
GAINESVILLE	HALL CO.	GA	12/10/2004	15:52	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/07/2005	17:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/07/2005	17:50	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	04/22/2005	12:15	EST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LULA	HALL CO.	GA	05/19/2005	22:00	EST	Hail	0.88 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	05/20/2005	10:50	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
CHESNUT MTN	HALL CO.	GA	06/06/2005	18:20	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/06/2005	18:24	EST	Hail	1.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/18/2005	16:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2005	16:00	EST	Thunderstorm Wind	30 kts. EG	0	0	1.50K	0.00K
GAINESVILLE	HALL CO.	GA	07/28/2005	16:15	EST	Lightning		2	0	750.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/28/2005	17:00	EST	Thunderstorm Wind	31 kts. EG	0	0	0.50K	0.00K
CLERMONT	HALL CO.	GA	08/22/2005	17:34	EST	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	12/04/2005	16:25	EST	Hail	1.25 in.	0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/08/2006	03:30	EST	Thunderstorm Wind	52 kts. EG	0	0	50.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/2006	13:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	05/14/2006	03:27	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/25/2006	13:05	EST	Hail	1.00 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/25/2006	15:25	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	05/25/2006	15:52	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/27/2006	16:30	EST	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/27/2006	16:41	EST	Hail	0.75 in.	0	0	0.00K	0.00K

GAINESVILLE	HALL CO.	GA	06/12/2006	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
BELMONT	HALL CO.	GA	06/12/2006	16:08	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
BELMONT	HALL CO.	GA	06/12/2006	16:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	01/05/2007	12:24	EST-5	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
LULA	HALL CO.	GA	04/03/2007	17:25	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/04/2007	01:25	EST-5	Thunderstorm Wind	91 kts. EG	0	1	1.000M	0.00K
GAINESVILLE	HALL CO.	GA	06/12/2007	17:40	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	06/25/2007	14:03	EST-5	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
CANDLER	HALL CO.	GA	06/25/2007	14:03	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/25/2007	14:03	EST-5	Lightning		0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2007	12:46	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2007	13:00	EST-5	Lightning		0	0	1.00K	0.00K
MURRAYVILLE	HALL CO.	GA	08/23/2007	16:25	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
GAINESVILLE	HALL CO.	GA	03/04/2008	15:25	EST-5	Thunderstorm Wind	39 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/15/2008	12:45	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K
GAINESVILLE	HALL CO.	GA	03/15/2008	12:58	EST-5	Thunderstorm Wind	52 kts. EG	0	0	75.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	03/15/2008	14:00	EST-5	Hail	1.50 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	03/15/2008	15:05	EST-5	Hail	1.75 in.	0	0	300.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/11/2008	19:18	EST-5	Thunderstorm Wind	52 kts. EG	0	0	125.00K	0.00K
LULA	HALL CO.	GA	06/01/2008	07:10	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/22/2008	13:30	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K

LULA	HALL CO.	GA	07/08/2008	20:35	EST-5	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	07/22/2008	18:00	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2008	18:23	EST-5	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	07/22/2008	18:23	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2008	18:48	EST-5	Lightning		0	0	10.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/02/2008	17:05	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
LAKE SIDNEY LANIER	HALL CO.	GA	08/07/2008	14:45	EST-5	Thunderstorm Wind	39 kts. EG	0	0	0.75K	0.00K
FLOWERY BRANCH	HALL CO.	GA	02/11/2009	18:10	EST-5	Thunderstorm Wind	50 kts. EG	0	0	6.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/10/2009	16:44	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K
MURRAYVILLE	HALL CO.	GA	04/10/2009	17:37	EST-5	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/10/2009	17:40	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	05/03/2009	18:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
WESTSIDE	HALL CO.	GA	06/18/2009	00:00	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	06/15/2010	18:40	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	10/26/2010	18:37	EST-5	Thunderstorm Wind	33 kts. EG	0	0	0.50K	0.00K
MURRAYVILLE	HALL CO.	GA	02/28/2011	17:03	EST-5	Thunderstorm Wind	50 kts. EG	0	0	50.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	03/26/2011	21:30	EST-5	Hail	1.75 in.	0	0	1.780M	0.00K
MURRAYVILLE	HALL CO.	GA	04/25/2011	15:59	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/25/2011	16:00	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	05/26/2011	18:19	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K

MURRAYVILLE	HALL CO.	GA	06/18/2011	16:54	EST-5	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/26/2011	14:52	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	06/26/2011	15:20	EST-5	Lightning		0	0	25.00K	0.00K
LULA	HALL CO.	GA	08/09/2011	15:43	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	02/22/2012	23:35	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	03/31/2012	18:47	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
GILLSVILLE	HALL CO.	GA	04/03/2012	15:20	EST-5	Hail	1.00 in.	0	0	5.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/10/2012	16:00	EST-5	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/08/2012	16:45	EST-5	Thunderstorm Wind	60 kts. EG	0	0	5.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	08/24/2012	00:22	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/13/2013	18:03	EST-5	Thunderstorm Wind	51 kts. MG	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/28/2013	17:15	EST-5	Thunderstorm Wind	50 kts. EG	0	0	30.00K	0.00K
CANDLER	HALL CO.	GA	07/22/2013	20:17	EST-5	Thunderstorm Wind	45 kts. EG	0	0	0.50K	0.00K
FLOWERY BRANCH	HALL CO.	GA	01/11/2014	08:25	EST-5	Thunderstorm Wind	55 kts. EG	0	0	2.50K	0.00K
GAINESVILLE	HALL CO.	GA	01/11/2014	08:35	EST-5	Thunderstorm Wind	55 kts. EG	0	0	4.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/14/2014	19:10	EST-5	Thunderstorm Wind	60 kts. EG	0	0	3.00K	0.00K
OAKWOOD	HALL CO.	GA	08/20/2014	13:15	EST-5	Thunderstorm Wind	55 kts. EG	0	0	6.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	09/03/2014	17:20	EST-5	Thunderstorm Wind	60 kts. EG	0	0	0.75K	0.00K
FLOWERY BRANCH	HALL CO.	GA	09/03/2014	17:50	EST-5	Thunderstorm Wind	50 kts. EG	0	0	1.50K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/31/2015	13:00	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K

NEW HOLLAND	HALL CO.	GA	06/24/2015	15:25	EST-5	Thunderstorm Wind	50 kts. EG	0	0	20.00K	0.00K
MURRAYVILLE	HALL CO.	GA	08/10/2015	16:09	EST-5	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
OAKWOOD	HALL CO.	GA	04/06/2016	22:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	30.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/06/2016	23:19	EST-5	Thunderstorm Wind	70 kts. EG	0	0	3.000M	0.00K
BELLTON	HALL CO.	GA	03/21/2017	16:40	EST-5	Hail	1.75 in.	0	0	1.787M	0.00K
WESTSIDE	HALL CO.	GA	03/21/2017	19:46	EST-5	Thunderstorm Wind	50 kts. EG	0	1	20.00K	0.00K
NEW HOLLAND	HALL CO.	GA	04/05/2017	22:08	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
ROBERTS XRDS	HALL CO.	GA	05/04/2017	21:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	50.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/22/2017	18:44	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
OAKWOOD	HALL CO.	GA	06/23/2017	19:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	6.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	07/05/2017	16:45	EST-5	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
(GVL)GAINESVILLE MEM	HALL CO.	GA	07/06/2017	13:24	EST-5	Thunderstorm Wind	52 kts. MG	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/28/2018	21:10	EST-5	Thunderstorm Wind	40 kts. EG	0	0	1.00K	0.00K
OAKWOOD	HALL CO.	GA	06/01/2018	15:10	EST-5	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	06/01/2018	15:25	EST-5	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/10/2018	18:12	EST-5	Thunderstorm Wind	60 kts. EG	0	0	30.00K	0.00K
CANDLER	HALL CO.	GA	06/11/2018	13:08	EST-5	Lightning		0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/11/2018	14:30	EST-5	Lightning		0	0	2.00K	0.00K
LULA	HALL CO.	GA	06/25/2018	16:15	EST-5	Thunderstorm Wind	45 kts. EG	0	0	2.00K	0.00K
NEW HOLLAND	HALL CO.	GA	07/21/2018	04:45	EST-5	Thunderstorm Wind	50 kts. EG	0	0	4.00K	0.00K

LAKE SIDNEY LANIER	HALL CO.	GA	08/12/2018	13:45	EST-5	Thunderstorm Wind	60 kts. EG	0	0	50.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	03/01/2019	16:04	EST-5	Thunderstorm Wind	60 kts. EG	0	0	25.00K	0.00K
NEW HOLLAND	HALL CO.	GA	04/14/2019	12:35	EST-5	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
YONAH	HALL CO.	GA	04/19/2019	04:54	EST-5	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/22/2019	00:40	EST-5	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/14/2019	15:00	EST-5	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
NEW HOLLAND	HALL CO.	GA	10/31/2019	12:27	EST-5	Thunderstorm Wind	45 kts. EG	0	0	50.00K	0.00K
BLACKSHEAR PLACE	HALL CO.	GA	01/11/2020	05:50	EST-5	Thunderstorm Wind	55 kts. EG	0	0	300.00K	0.00K
BROOKTON	HALL CO.	GA	04/13/2020	01:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/05/2020	17:56	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	05/22/2020	12:22	EST-5	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2020	18:05	EST-5	Thunderstorm Wind	55 kts. MG	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	07/27/2020	17:45	EST-5	Lightning		0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/03/2020	13:30	EST-5	Thunderstorm Wind	62 kts. EG	0	0	200.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/24/2021	18:25	EST-5	Hail	1.75 in.	0	0	1.800M	0.00K
CLERMONT	HALL CO.	GA	04/24/2021	18:42	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
BELLTON	HALL CO.	GA	05/04/2021	12:53	EST-5	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
(GVL)GAINESVILLE MEM	HALL CO.	GA	08/19/2021	14:05	EST-5	Thunderstorm Wind	56 kts. MG	0	0	0.00K	0.00K
Totals:								2	6	17.409M	0.50K

Winter Storms

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	1.521M	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/08/1997	19:00	EST	Ice Storm		0	0	5.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/23/1998	13:00	EST	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/02/1999	19:00	EST	Ice Storm		0	0	3.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/23/1999	11:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/22/2000	13:00	EST	Ice Storm		0	0	980.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/28/2000	19:00	EST	Ice Storm		0	0	32.79K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/13/2000	14:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/17/2000	07:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/21/2000	03:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/29/2000	18:30	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/02/2002	06:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/04/2002	14:00	EST	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2003	12:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/23/2003	00:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/25/2004	05:00	EST	Ice Storm		0	0	25.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/26/2004	00:00	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/19/2004	17:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/28/2005	20:00	EST	Winter Storm		0	0	150.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/02/2005	10:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/15/2005	00:00	EST	Ice Storm		0	0	300.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/06/2006	04:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/2007	04:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2008	20:15	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/19/2008	12:30	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/01/2009	12:00	EST-5	Heavy Snow		0	0	25.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/07/2010	15:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/12/2010	14:30	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/02/2010	06:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/15/2010	20:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/25/2010	13:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/09/2011	20:00	EST-5	Heavy Snow		0	0	0.00K	0.00K

HALL (ZONE)	HALL (ZONE)	GA	02/09/2011	23:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/25/2013	07:00	EST-5	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/28/2014	12:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/11/2014	07:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/16/2015	12:00	EST-5	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/20/2016	08:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/22/2016	00:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/09/2016	02:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/15/2016	02:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/03/2016	14:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/06/2017	20:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/08/2017	16:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2018	18:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/04/2018	04:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/08/2020	09:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/06/2021	16:00	EST-5	Winter Storm		0	0	0.00K	0.00K
Totals:								0	0	1.521M	0.00K

Flooding

.... +36	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	1.693M	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/27/1997	22:00	EST	Flood		0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/20/1998	07:00	EST	Flood		0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:32	EST	Flood		0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/27/2001	18:30	EST	Flash Flood		0	0	500.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/27/2001	19:25	EST	Flood		0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/02/2002	15:30	EST	Flood		0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	03/06/2003	05:50	EST	Flash Flood		0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/07/2003	18:31	EST	Flash Flood		0	0	5.00K	0.00K
WESTSIDE	HALL CO.	GA	03/15/2008	13:00	EST-5	Flood		0	0	10.00K	0.00K
CLERMONT	HALL CO.	GA	08/26/2008	19:00	EST-5	Flood		0	0	0.00K	0.00K
BELMONT	HALL CO.	GA	09/21/2009	05:15	EST-5	Flash Flood		0	0	3.00K	0.00K
LAKE SIDNEY LANIER	HALL CO.	GA	09/21/2009	15:58	EST-5	Flood		0	0	50.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	10/01/2012	21:15	EST-5	Flash Flood		0	0	5.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/19/2013	06:00	EST-5	Flash Flood		0	0	1.000M	0.00K
NEW HOLLAND	HALL CO.	GA	07/08/2013	20:45	EST-5	Flash Flood		0	0	20.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	07/20/2013	13:00	EST-5	Flash Flood		0	0	15.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/01/2018	00:25	EST-5	Flash Flood		0	0	10.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	10/10/2020	23:10	EST-5	Flash Flood		0	0	10.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:15	EST-5	Flash Flood		0	0	15.00K	0.00K
LULA	HALL CO.	GA	10/10/2020	23:15	EST-5	Flash Flood		0	0	10.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	0.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	0.00K	0.00K
YONAH	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	10.00K	0.00K
GILLSVILLE	HALL CO.	GA	10/10/2020	23:25	EST-5	Flash Flood		0	0	10.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/20/2021	09:10	EST-5	Flash Flood		0	0	15.00K	0.00K
GAINESVILLE	HALL CO.	GA	10/04/2021	16:10	EST-5	Flash Flood		0	0	0.00K	0.00K
Totals:								0	0	1.693M	0.00K

Tornado

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								10	145	31.331M	0.00K
HALL CO.	HALL CO.	GA	12/13/1973	11:20	CST	Tornado	F3	0	21	2.500M	0.00K
HALL CO.	HALL CO.	GA	04/08/1974	13:45	CST	Tornado	F1	0	8	250.00K	0.00K
HALL CO.	HALL CO.	GA	03/23/1979	17:30	EST	Tornado	F1	0	0	250.00K	0.00K
HALL CO.	HALL CO.	GA	04/27/1980	01:40	CST	Tornado	F1	0	1	250.00K	0.00K
HALL CO.	HALL CO.	GA	06/16/1980	19:05	CST	Tornado	F1	0	0	0.25K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:15	CST	Tornado	F2	0	0	25.00K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:20	CST	Tornado	F2	0	0	25.00K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:20	CST	Tornado	F2	0	0	250.00K	0.00K
HALL CO.	HALL CO.	GA	05/05/1989	14:20	CST	Tornado	F1	0	11	250.00K	0.00K
Oakwood to	HALL CO.	GA	02/21/1993	21:50	EST	Tornado	F1	0	1	5.000M	0.00K
Lula	HALL CO.	GA	06/26/1994	22:20	EST	Tornado	F0	0	0	5.00K	0.00K
Murrayville; 4W Clerm	HALL CO.	GA	06/26/1994	23:02	EST	Tornado	F1	0	7	5.000M	0.00K
Gainesville	HALL CO.	GA	06/27/1994	00:50	EST	Tornado	F0	0	0	5.00K	0.00K
Gainesville	HALL CO.	GA	06/27/1994	01:00	EST	Tornado	F0	0	0	0.50K	0.00K
MURRAYVILLE	HALL CO.	GA	11/07/1996	23:55	EST	Tornado	F1	0	0	300.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/20/1998	06:25	EST	Tornado	F3	10	96	15.000M	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Tornado	F1	0	0	350.00K	0.00K
LULA	HALL CO.	GA	07/23/2000	13:50	EST	Tornado	F1	0	0	125.00K	0.00K
LULA	HALL CO.	GA	08/29/2005	23:10	EST	Tornado	F0	0	0	250.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	08/26/2008	11:25	EST-5	Tornado	EF1	0	0	550.00K	0.00K
BLACKSHEAR PLACE	HALL CO.	GA	08/26/2008	14:38	EST-5	Tornado	EF1	0	0	750.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/26/2008	15:20	EST-5	Tornado	EF1	0	0	100.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/11/2013	20:24	EST-5	Tornado	EF1	0	0	10.00K	0.00K
BROOKTON	HALL CO.	GA	04/19/2019	04:50	EST-5	Tornado	EF1	0	0	75.00K	0.00K
ROBERTS XRDS	HALL CO.	GA	04/13/2020	01:49	EST-5	Tornado	EF0	0	0	10.00K	0.00K
Totals:								10	145	31.331M	0.00K

Drought

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	934.31K
HALL (ZONE)	HALL (ZONE)	GA	09/01/1997	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/1999	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/1999	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	06/01/2000	00:00	EST	Drought		0	0	0.00K	934.31K
HALL (ZONE)	HALL (ZONE)	GA	07/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/01/2002	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/2002	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/01/2003	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/01/2004	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2011	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	06/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	07/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K

HALL (ZONE)	HALL (ZONE)	GA	03/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/24/2019	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2019	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2019	00:00	EST-5	Drought		0	0	0.00K	0.00K
Totals:								0	0	0.00K	934.31K

Appendix E – Hall County Worksheet 3As

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Hall County
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	144,320	144,320	100.000%	42,697,340,220	42,697,340,220	100.000%	203,136	203,136	100%
Commercial	10,692	10,692	100.000%	2,136,597,330	2,136,597,330	100.000%	0	0	#DIV/0!
Industrial	3,448	3,448	100.000%	1,046,226,645	1,046,226,645	100.000%	0	0	#DIV/0!
Agricultural	5,167	5,167	100.000%	283,977,180	283,977,180	100.000%	0	0	#DIV/0!
Religious/ Non-profit	1,605	1,605	100.000%	439,463,110	439,463,110	100.000%	0	0	#DIV/0!
Government	1,998	1,998	100.000%	958,291,720	958,291,720	100.000%	0	0	#DIV/0!
Education	381	381	100.000%	425,200,028	425,200,028	100.000%	0	0	#DIV/0!
Utilities	91	91	100.000%	413,717,235	413,717,235	100.000%	0	0	#DIV/0!
Total	167,702	167,702	100.000%	48,400,813,468	48,400,813,468	100.000%	203,136	203,136	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Hall County
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	144,320	137,110	95.004%	42,697,340,220	40,564,248,320	95.004%	203,136	192,988	95%
Commercial	10,692	8,754	81.874%	2,136,597,330	1,749,324,077	81.874%	0	0	#DIV/0!
Industrial	3,448	3,001	87.036%	1,046,226,645	910,593,434	87.036%	0	0	#DIV/0!
Agricultural	5,167	4,985	96.478%	283,977,180	273,974,500	96.478%	0	0	#DIV/0!
Religious/ Non-profit	1,605	1,477	92.025%	439,463,110	404,415,585	92.025%	0	0	#DIV/0!
Government	1,998	1,815	90.841%	958,291,720	870,520,256	90.841%	0	0	#DIV/0!
Education	381	366	96.063%	425,200,028	408,459,889	96.063%	0	0	#DIV/0!
Utilities	91	80	87.912%	413,717,235	363,707,459	87.912%	0	0	#DIV/0!
Total	167,702	157,588	93.969%	48,400,813,468	45,545,243,501	94.100%	203,136	192,988	95%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Hall County
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	144,320	519	0.360%	42,697,340,220	25,706,425	0.060%	203,136	731	0%
Commercial	10,692	21	0.196%	2,136,597,330	1,569,937	0.073%	0	0	#DIV/0!
Industrial	3,448	19	0.551%	1,046,226,645	2,745,557	0.262%	0	0	#DIV/0!
Agricultural	5,167	0	0.000%	283,977,180	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	1,605	0	0.000%	439,463,110	0	0.000%	0	0	#DIV/0!
Government	1,998	0	0.000%	958,291,720	0	0.000%	0	0	#DIV/0!
Education	381	10	2.625%	425,200,028	4,164,404	0.979%	0	0	#DIV/0!
Utilities	91	0	0.000%	413,717,235	0	0.000%	0	0	#DIV/0!
Total	167,702	569	0.339%	48,400,813,468	34,186,323	0.071%	203,136	731	0%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Braselton (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,129	2,129	100.000%	268,785,903	268,785,903	100.000%	13,403	13,403	100%
Commercial	220	220	100.000%	99,621,723	99,621,723	100.000%	0	0	#DIV/0!
Industrial	2	2	100.000%	9,000	9,000	100.000%	0	0	#DIV/0!
Agricultural	6	6	100.000%	108,210	108,210	100.000%	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	9	9	100.000%	2,083,805	2,083,805	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	3	3	100.000%	2,030,535	2,030,535	100.000%	0	0	#DIV/0!
Total	2,369	2,369	100.000%	372,639,176	#DIV/0!	#DIV/0!	13,403	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Braselton (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,129	2,118	99.483%	268,785,903	267,397,155	99.483%	13,403	13,334	99%
Commercial	220	218	99.091%	99,621,723	98,716,071	99.091%	0	0	#DIV/0!
Industrial	2	2	100.000%	9,000	9,000	100.000%	0	0	#DIV/0!
Agricultural	6	6	100.000%	108,210	108,210	100.000%	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	9	9	100.000%	2,083,805	2,083,805	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	3	3	100.000%	2,030,535	2,030,535	100.000%	0	0	#DIV/0!
Total	2,369	2,356	99.451%	372,639,176	#DIV/0!	#DIV/0!	13,403	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Braselton (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,129	36	1.691%	268,785,903	1,962,278	0.730%	13,403	227	2%
Commercial	220	0	0.000%	99,621,723	0	0.000%	0	0	#DIV/0!
Industrial	2	0	0.000%	9,000	0	0.000%	0	0	#DIV/0!
Agricultural	6	0	0.000%	108,210	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	9	0	0.000%	2,083,805	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	3	0	0.000%	2,030,535	0	0.000%	0	0	#DIV/0!
Total	2,369	36	1.520%	372,639,176	#DIV/0!	#DIV/0!	13,403	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Buford (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,851	1,851	100.000%	278,237,023	278,237,023	100.000%	17,144	17,144	100%
Commercial	354	354	100.000%	58,218,670	58,218,670	100.000%	0	0	#DIV/0!
Industrial	495	495	100.000%	193,683,850	193,683,850	100.000%	0	0	#DIV/0!
Agricultural	12	12	100.000%	1,005,200	1,005,200	100.000%	0	0	#DIV/0!
Religious/ Non-profit	6	6	100.000%	405,200	405,200	100.000%	0	0	#DIV/0!
Government	9	9	100.000%	1,422,245	1,422,245	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	7	100.000%	3,682,415	3,682,415	100.000%	0	0	#DIV/0!
Total	2,734	2,734	100.000%	536,654,603	#DIV/0!	#DIV/0!	17,144	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Buford (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,851	1,841	99.460%	278,237,023	276,733,852	99.460%	17,144	17,051	99%
Commercial	354	301	85.028%	58,218,670	49,502,315	85.028%	0	0	#DIV/0!
Industrial	496	417	84.242%	193,683,850	163,163,971	84.242%	0	0	#DIV/0!
Agricultural	12	12	100.000%	1,005,200	1,005,200	100.000%	0	0	#DIV/0!
Religious/ Non-profit	6	6	100.000%	405,200	405,200	100.000%	0	0	#DIV/0!
Government	9	8	88.889%	1,422,245	1,264,218	88.889%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	7	100.000%	3,682,415	3,682,415	100.000%	0	0	#DIV/0!
Total	2,734	2,592	94.806%	536,654,603	#DIV/0!	#DIV/0!	17,144	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Buford (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,851	0	0.000%	278,237,023	0	0.000%	17,144	0	0%
Commercial	354	0	0.000%	58,218,670	0	0.000%	0	0	#DIV/0!
Industrial	496	0	0.000%	193,683,850	0	0.000%	0	0	#DIV/0!
Agricultural	12	0	0.000%	1,005,200	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	6	0	0.000%	405,200	0	0.000%	0	0	#DIV/0!
Government	9	0	0.000%	1,422,245	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	0	0.000%	3,682,415	0	0.000%	0	0	#DIV/0!
Total	2,734	0	0.000%	536,654,603	#DIV/0!	#DIV/0!	17,144	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Flowery Branch (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	5,715	5,715	100.000%	681,811,533	681,811,533	100.000%	9,391	9,391	100%
Commercial	323	323	100.000%	165,078,353	165,078,353	100.000%	0	0	#DIV/0!
Industrial	90	90	100.000%	30,395,893	30,395,893	100.000%	0	0	#DIV/0!
Agricultural	17	17	100.000%	480,918	480,918	100.000%	0	0	#DIV/0!
Religious/ Non-profit	47	47	100.000%	21,298,430	21,298,430	100.000%	0	0	#DIV/0!
Government	77	77	100.000%	9,409,575	9,409,575	100.000%	0	0	#DIV/0!
Education	18	18	100.000%	35,786,873	35,786,873	100.000%	0	0	#DIV/0!
Utilities	10	10	100.000%	11,488,605	11,488,605	100.000%	0	0	#DIV/0!
Total	6,297	6,297	100.000%	955,750,180	955,750,180	100.000%	9,391	9,391	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Flowery Branch (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	5,715	5,621	98.355%	681,811,533	670,597,135	98.355%	9,391	9,237	98%
Commercial	323	302	93.498%	165,078,353	154,345,705	93.498%	0	0	#DIV/0!
Industrial	90	78	86.667%	30,395,893	26,343,107	86.667%	0	0	#DIV/0!
Agricultural	17	16	94.118%	480,918	452,629	94.118%	0	0	#DIV/0!
Religious/ Non-profit	47	44	93.617%	21,298,430	19,938,956	93.617%	0	0	#DIV/0!
Government	77	71	92.208%	9,409,575	8,676,361	92.208%	0	0	#DIV/0!
Education	18	18	100.000%	35,786,873	35,786,873	100.000%	0	0	#DIV/0!
Utilities	10	7	70.000%	11,488,606	8,042,024	70.000%	0	0	#DIV/0!
Total	6,297	6,157	97.777%	965,750,180	924,182,789	96.697%	9,391	9,237	98%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	**N**
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Flowery Branch (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	5,715	14	0.245%	681,811,533	461,726	0.068%	9,391	23	0%
Commercial	323	4	1.238%	165,078,353	38,326	0.023%	0	0	#DIV/0!
Industrial	90	0	0.000%	30,395,893	0	0.000%	0	0	#DIV/0!
Agricultural	17	0	0.000%	480,918	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	47	0	0.000%	21,298,430	0	0.000%	0	0	#DIV/0!
Government	77	0	0.000%	9,409,575	0	0.000%	0	0	#DIV/0!
Education	18	0	0.000%	35,786,873	0	0.000%	0	0	#DIV/0!
Utilities	10	0	0.000%	11,488,605	0	0.000%	0	0	#DIV/0!
Total	6,297	18	0.286%	955,750,180	500,052	0.052%	9,391	23	0%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Gainesville (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	18,867	18,867	100.000%	4,626,668,575	4,626,668,575	100.000%	42,296	42,296	100%
Commercial	5,175	5,175	100.000%	3,103,617,633	3,103,617,633	100.000%	0	0	#DIV/0!
Industrial	1,157	1,157	100.000%	946,945,233	946,945,233	100.000%	0	0	#DIV/0!
Agricultural	17	17	100.000%	3,359,963	3,359,963	100.000%	0	0	#DIV/0!
Religious/ Non-profit	458	458	100.000%	440,445,513	440,445,513	100.000%	0	0	#DIV/0!
Government	859	859	100.000%	1,319,345,908	1,319,345,908	100.000%	0	0	#DIV/0!
Education	177	177	100.000%	466,586,163	466,586,163	100.000%	0	0	#DIV/0!
Utilities	21	21	100.000%	202,944,663	202,944,663	100.000%	0	0	#DIV/0!
Total	26,731	26,731	100.000%	11,109,913,651	11,109,913,651	100.000%	42,296	42,296	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Gainesville (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	18,867	16,171	85.710%	4,626,868,575	3,966,540,760	85.710%	42,296	36,252	86%
Commercial	5,175	3,752	72.502%	3,103,617,633	2,250,197,751	72.502%	0	0	#DIV/0!
Industrial	1,157	966	82.627%	946,945,233	782,437,029	82.627%	0	0	#DIV/0!
Agricultural	17	15	88.235%	3,359,963	2,964,673	88.235%	0	0	#DIV/0!
Religious/ Non-profit	458	412	89.956%	440,445,513	396,208,627	89.956%	0	0	#DIV/0!
Government	859	741	86.263%	1,319,345,908	1,138,108,635	86.263%	0	0	#DIV/0!
Education	177	148	83.616%	466,586,163	390,139,843	83.616%	0	0	#DIV/0!
Utilities	21	14	66.667%	202,944,663	135,296,442	66.667%	0	0	#DIV/0!
Total	26,731	22,209	83.083%	11,109,913,851	9,060,893,761	81.557%	42,296	36,252	86%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Gainesville (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	18,867	12	0.064%	4,626,668,575	303,384	0.007%	42,296	27	0%
Commercial	5,175	11	0.213%	3,103,617,633	539,302	0.017%	0	0	#DIV/0!
Industrial	1,157	7	0.605%	946,945,233	281,899	0.030%	0	0	#DIV/0!
Agricultural	17	0	0.000%	3,359,963	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	458	0	0.000%	440,445,513	0	0.000%	0	0	#DIV/0!
Government	859	0	0.000%	1,319,345,908	0	0.000%	0	0	#DIV/0!
Education	177	10	5.650%	466,586,163	4,164,404	0.893%	0	0	#DIV/0!
Utilities	21	0	0.000%	202,944,663	0	0.000%	0	0	#DIV/0!
Total	26,731	40	0.150%	11,109,913,651	5,288,989	0.048%	42,296	27	0%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Gillsville (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	191	191	100.000%	7,589,403	7,589,403	100.000%	240	240	100%
Commercial	15	15	100.000%	1,070,020	1,070,020	100.000%	0	0	#DIV/0!
Industrial	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Agricultural	20	20	100.000%	844,880	844,880	100.000%	0	0	#DIV/0!
Religious/ Non-profit	11	11	100.000%	1,207,875	1,207,875	100.000%	0	0	#DIV/0!
Government	25	25	100.000%	623,196	623,198	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	4	4	100.000%	500,573	500,573	100.000%	0	0	#DIV/0!
Total	266	266	100.000%	11,835,949	#DIV/0!	#DIV/0!	240	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Gillsville (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	191	184	96.335%	7,589,403	7,311,257	96.335%	240	231	96%
Commercial	15	13	86.667%	1,070,020	927,351	86.667%	0	0	#DIV/0!
Industrial	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Agricultural	20	20	100.000%	844,880	844,880	100.000%	0	0	#DIV/0!
Religious/ Non-profit	11	11	100.000%	1,207,875	1,207,875	100.000%	0	0	#DIV/0!
Government	25	23	92.000%	623,198	573,342	92.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	4	4	100.000%	500,573	500,573	100.000%	0	0	#DIV/0!
Total	266	255	95.865%	11,835,949	#DIV/0!	#DIV/0!	240	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Oakwood (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,061	9	0.437%	144,447,568	441,742	0.306%	4,156	18	0%
Commercial	985	0	0.000%	251,251,783	0	0.000%	0	0	#DIV/0!
Industrial	282	1	0.355%	152,889,475	52,113	0.034%	0	0	#DIV/0!
Agricultural	23	0	0.000%	504,180	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	121	0	0.000%	52,156,848	0	0.000%	0	0	#DIV/0!
Government	92	0	0.000%	23,338,503	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	12	0	0.000%	13,910,973	0	0.000%	0	0	#DIV/0!
Total	3,576	10	0.280%	638,498,330	#DIV/0!	#DIV/0!	4,156	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Lula (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,869	1,869	100.000%	95,340,770	95,340,770	100.000%	2,961	2,961	100%
Commercial	115	115	100.000%	3,910,758	3,910,758	100.000%	0	0	#DIV/0!
Industrial	24	24	100.000%	7,116,828	7,116,828	100.000%	0	0	#DIV/0!
Agricultural	36	36	100.000%	1,164,940	1,164,940	100.000%	0	0	#DIV/0!
Religious/ Non-profit	47	47	100.000%	5,066,103	5,066,103	100.000%	0	0	#DIV/0!
Government	37	37	100.000%	4,868,243	4,868,243	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	7	100.000%	3,795,025	3,795,025	100.000%	0	0	#DIV/0!
Total	2,135	2,135	100.000%	121,262,667	#DIV/0!	#DIV/0!	2,961	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Lula (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community/ of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,869	1,864	99.732%	95,340,770	95,085,712	99.732%	2,961	2,953	100%
Commercial	115	101	87.826%	3,910,758	3,434,666	87.826%	0	0	#DIV/0!
Industrial	24	22	91.667%	7,116,828	6,523,759	91.667%	0	0	#DIV/0!
Agricultural	36	36	100.000%	1,164,940	1,164,940	100.000%	0	0	#DIV/0!
Religious/ Non-profit	47	45	95.745%	5,066,103	4,850,524	95.745%	0	0	#DIV/0!
Government	37	36	97.297%	4,868,243	4,736,669	97.297%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	7	100.000%	3,795,025	3,795,025	100.000%	0	0	#DIV/0!
Total	2,135	2,111	98.876%	121,262,667	#DIV/0!	#DIV/0!	2,961	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Lula (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	1,869	5	0.268%	95,340,770	149,488	0.157%	2,961	8	0%
Commercial	115	0	0.000%	3,910,758	0	0.000%	0	0	#DIV/0!
Industrial	24	0	0.000%	7,116,828	0	0.000%	0	0	#DIV/0!
Agricultural	36	0	0.000%	1,164,940	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	47	0	0.000%	5,066,103	0	0.000%	0	0	#DIV/0!
Government	37	0	0.000%	4,868,243	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	7	0	0.000%	3,795,025	0	0.000%	0	0	#DIV/0!
Total	2,135	5	0.234%	121,262,667	#DIV/0!	#DIV/0!	2,961	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Oakwood (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,061	2,061	100.000%	144,447,568	144,447,568	100.000%	4,156	4,156	100%
Commercial	985	985	100.000%	251,251,783	251,251,783	100.000%	0	0	#DIV/0!
Industrial	282	282	100.000%	152,889,475	152,889,475	100.000%	0	0	#DIV/0!
Agricultural	23	23	100.000%	504,180	504,180	100.000%	0	0	#DIV/0!
Religious/ Non-profit	121	121	100.000%	52,155,848	52,155,848	100.000%	0	0	#DIV/0!
Government	92	92	100.000%	23,338,503	23,338,503	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	12	12	100.000%	13,910,973	13,910,973	100.000%	0	0	#DIV/0!
Total	3,576	3,576	100.000%	638,498,330	#DIV/0!	#DIV/0!	4,156	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Oakwood (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,061	2,045	99.224%	144,447,568	143,326,190	99.224%	4,156	4,124	99%
Commercial	985	964	97.868%	251,251,783	245,895,146	97.868%	0	0	#DIV/0!
Industrial	282	266	94.326%	152,889,475	144,214,895	94.326%	0	0	#DIV/0!
Agricultural	23	23	100.000%	504,180	504,180	100.000%	0	0	#DIV/0!
Religious/ Non-profit	121	118	97.521%	52,155,848	50,862,728	97.521%	0	0	#DIV/0!
Government	92	90	97.826%	23,338,503	22,831,144	97.826%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	12	12	100.000%	13,910,973	13,910,973	100.000%	0	0	#DIV/0!
Total	3,576	3,518	98.378%	638,498,330	#DIV/0!	#DIV/0!	4,156	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Oakwood (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,061	9	0.437%	144,447,568	441,742	0.306%	4,156	18	0%
Commercial	985	0	0.000%	251,251,783	0	0.000%	0	0	#DIV/0!
Industrial	282	1	0.355%	152,889,475	52,113	0.034%	0	0	#DIV/0!
Agricultural	23	0	0.000%	504,180	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	121	0	0.000%	52,156,848	0	0.000%	0	0	#DIV/0!
Government	92	0	0.000%	23,338,503	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	12	0	0.000%	13,910,973	0	0.000%	0	0	#DIV/0!
Total	3,576	10	0.280%	638,498,330	#DIV/0!	#DIV/0!	4,156	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Clermont (Hall County)
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	845	845	100.000%	60,464,923	60,464,923	100.000%	1,039	1,039	100%
Commercial	80	80	100.000%	4,719,788	4,719,788	100.000%	0	0	#DIV/0!
Industrial	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Agricultural	54	54	100.000%	2,459,198	2,459,198	100.000%	0	0	#DIV/0!
Religious/ Non-profit	6	6	100.000%	811,278	811,278	100.000%	0	0	#DIV/0!
Government	39	39	100.000%	4,466,948	4,466,948	100.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	8	8	100.000%	4,581,048	4,581,048	100.000%	0	0	#DIV/0!
Total	1,032	1,032	100.000%	77,503,183	#DIV/0!	#DIV/0!	1,039	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?		N
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?		N
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?		N
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Clermont (Hall County)
Hazard: Wildfire Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	845	796	94.201%	60,464,923	56,958,673	94.201%	1,039	979	94%
Commercial	80	75	93.750%	4,719,788	4,424,801	93.750%	0	0	#DIV/0!
Industrial	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Agricultural	54	54	100.000%	2,459,198	2,459,198	100.000%	0	0	#DIV/0!
Religious/ Non-profit	6	6	100.000%	811,278	811,278	100.000%	0	0	#DIV/0!
Government	39	36	92.308%	4,466,948	4,123,337	92.308%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	8	7	87.500%	4,581,048	4,008,417	87.500%	0	0	#DIV/0!
Total	1,032	974	94.380%	77,503,183	#DIV/0!	#DIV/0!	1,039	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?		N
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMA Worksheet #3a **Inventory of Assets**
Jurisdiction: Clermont (Hall County)
Hazard: Flood Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

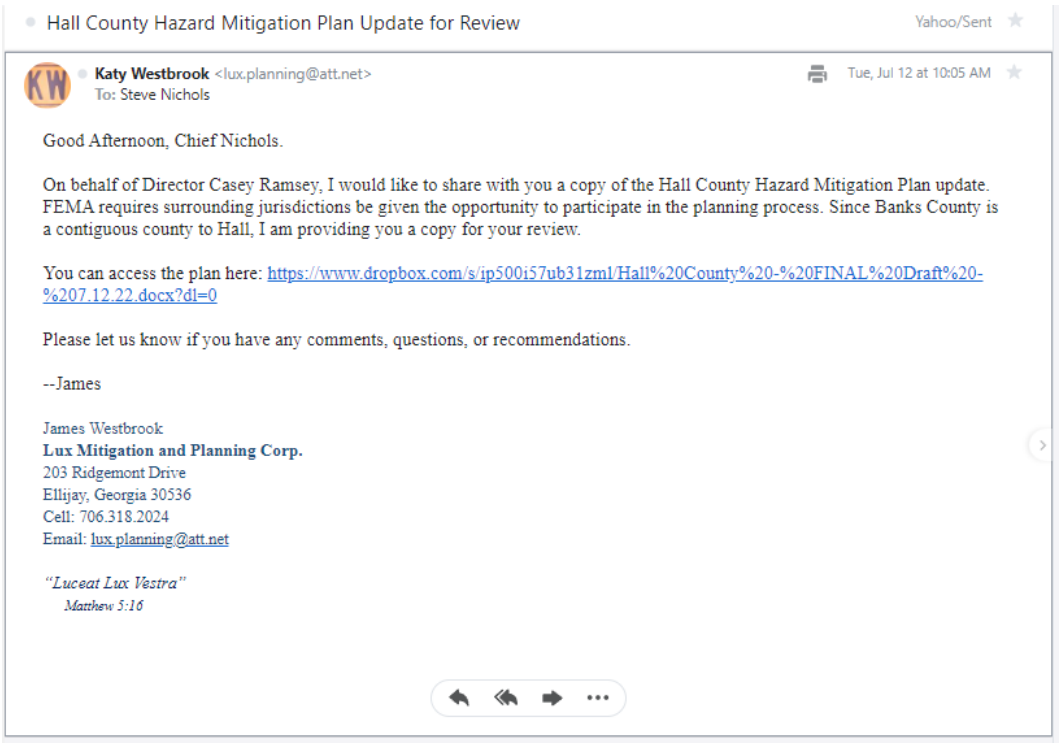
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	845	2	0.237%	60,464,923	155,280	0.257%	1,039	2	0%
Commercial	80	0	0.000%	4,719,788	0	0.000%	0	0	#DIV/0!
Industrial	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Agricultural	54	0	0.000%	2,459,196	0	0.000%	0	0	#DIV/0!
Religious/ Non-profit	6	0	0.000%	811,278	0	0.000%	0	0	#DIV/0!
Government	39	0	0.000%	4,466,948	0	0.000%	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	8	0	0.000%	4,581,048	0	0.000%	0	0	#DIV/0!
Total	1,032	2	0.194%	77,503,183	#DIV/0!	#DIV/0!	1,039	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?	Y	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

Appendix F – Documentation of Peer Review

Banks County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Steve Nichols

Tue, Jul 12 at 10:05 AM

Good Afternoon, Chief Nichols.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Banks County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

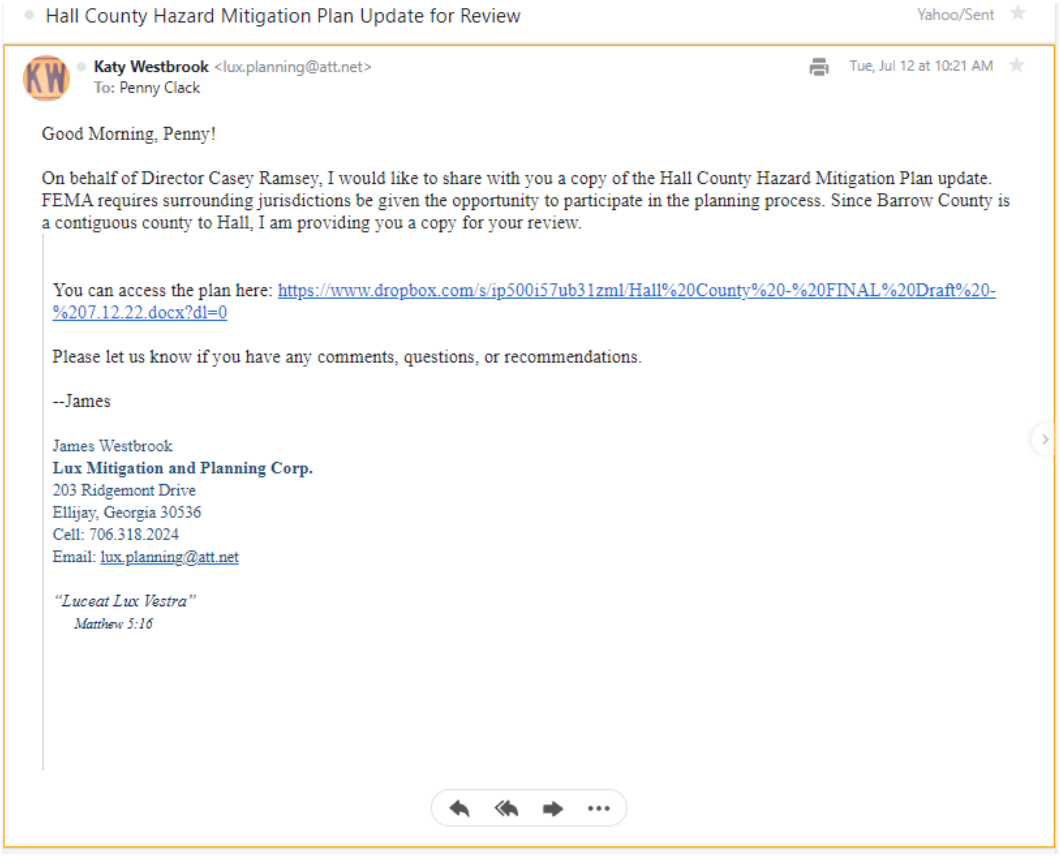
Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
Lux Mitigation and Planning Corp.
203 Ridgemont Drive
Ellijay, Georgia 30536
Cell: 706.318.2024
Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

Barrow County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Penny Clack

Tue, Jul 12 at 10:21 AM

Good Morning, Penny!

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Barrow County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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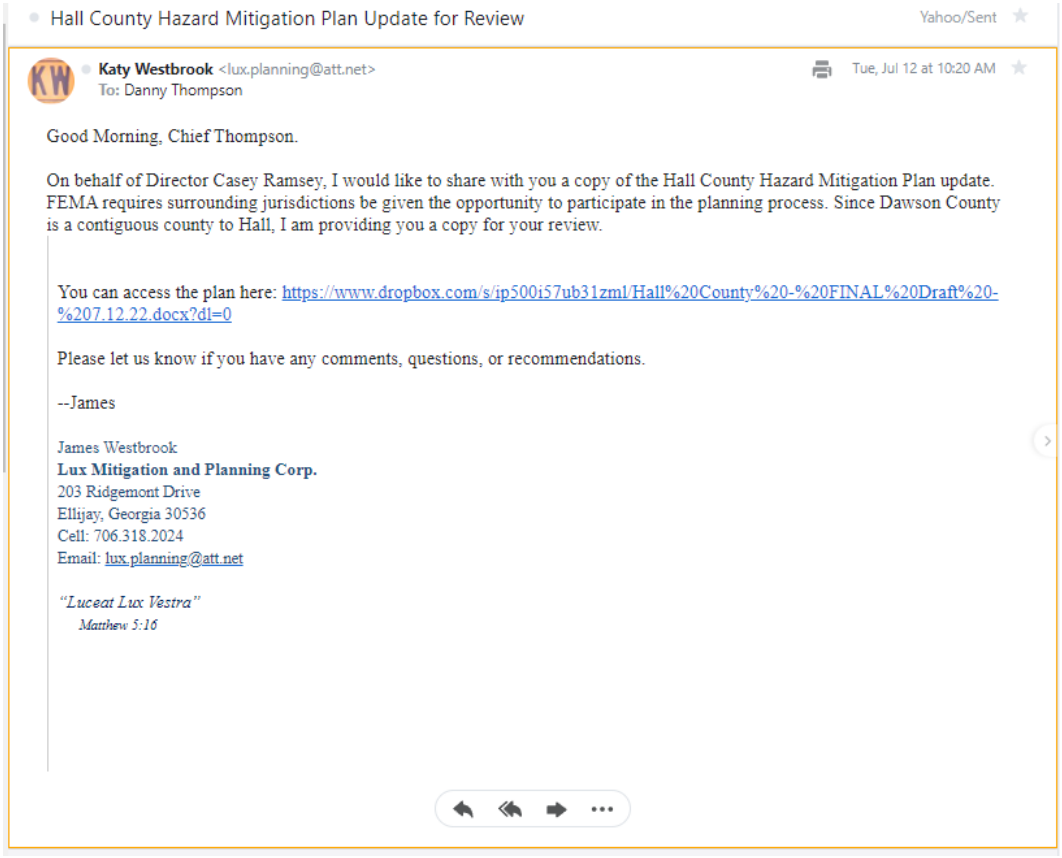
"Luceat Lux Vestra"
Matthew 5:16

Dawson County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Danny Thompson

Tue, Jul 12 at 10:20 AM

Good Morning, Chief Thompson.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Dawson County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

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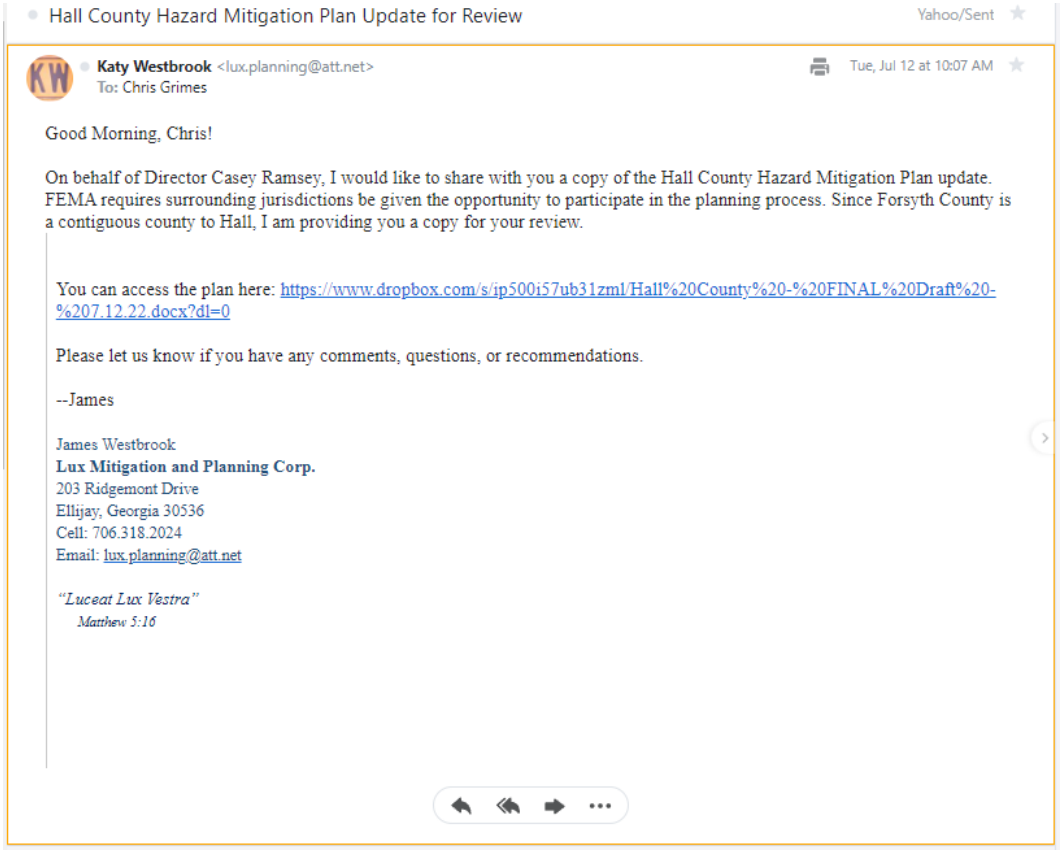
Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

Forsyth County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Chris Grimes

Tue, Jul 12 at 10:07 AM

Good Morning, Chris!

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Forsyth County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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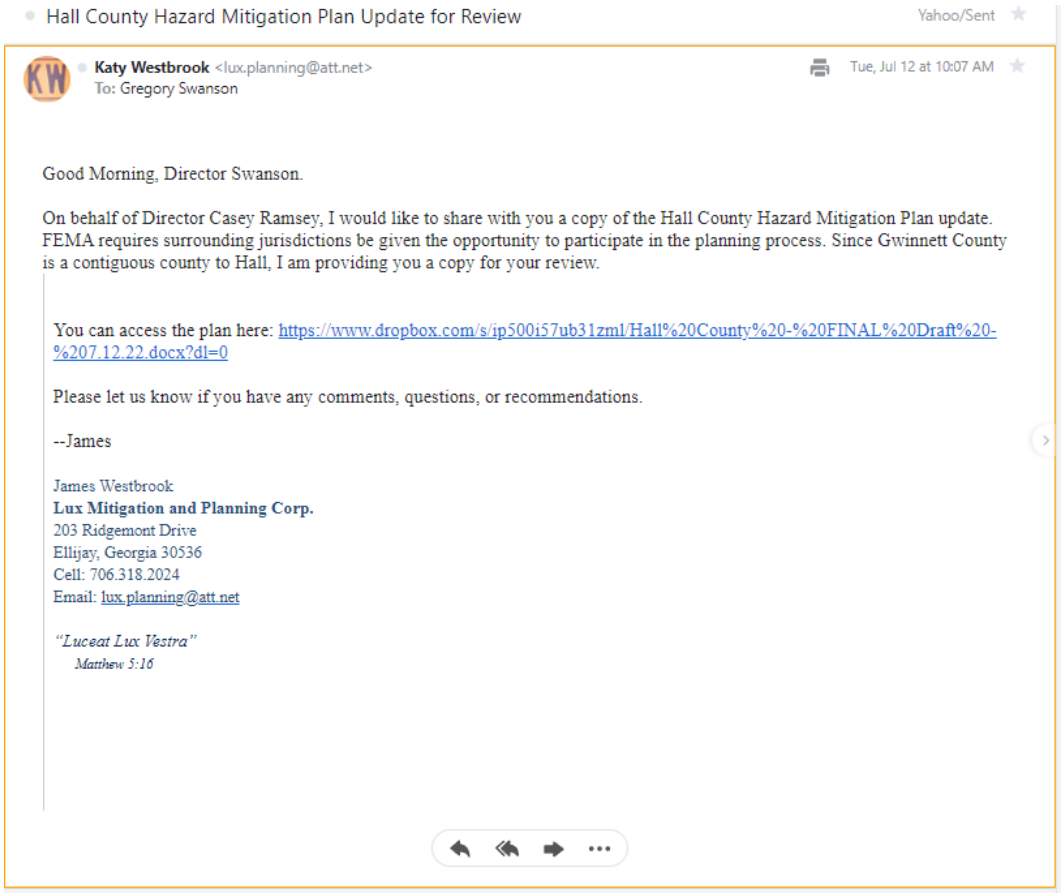
"Luceat Lux Vestra"
Matthew 5:16

Gwinnett County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Gregory Swanson

Tue, Jul 12 at 10:07 AM

Good Morning, Director Swanson.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Gwinnett County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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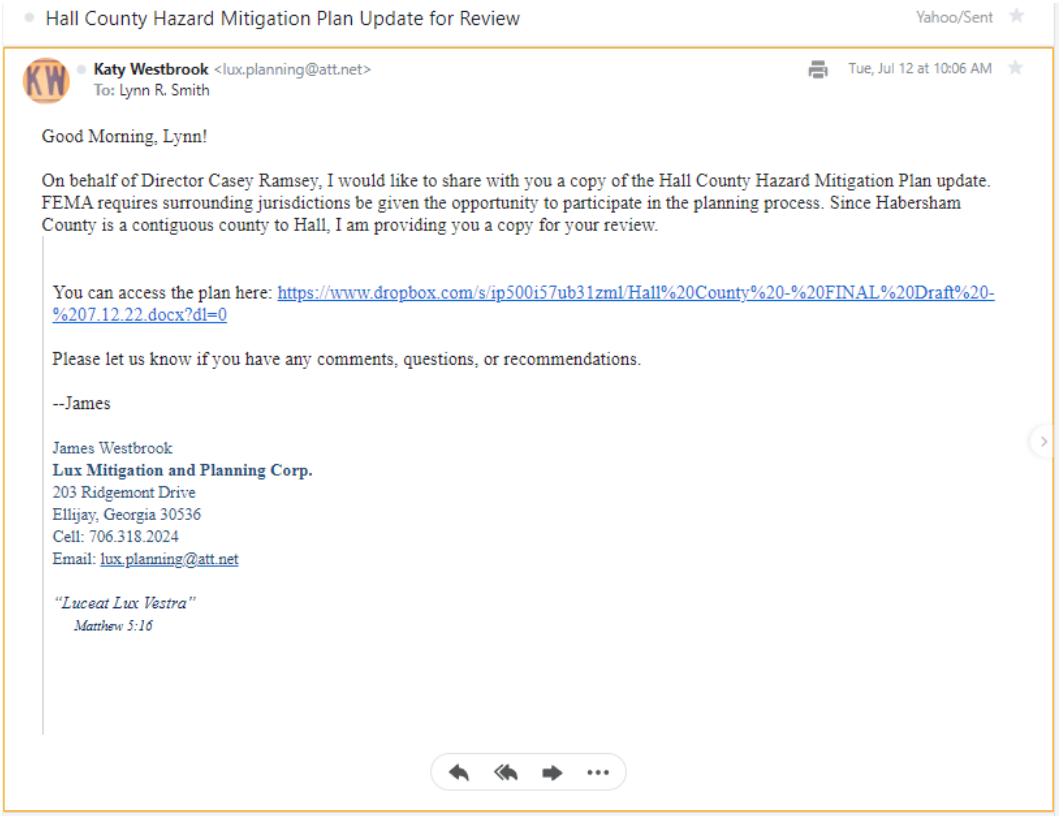
Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

Habersham County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Lynn R. Smith

Tue, Jul 12 at 10:06 AM

Good Morning, Lynn!

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Habersham County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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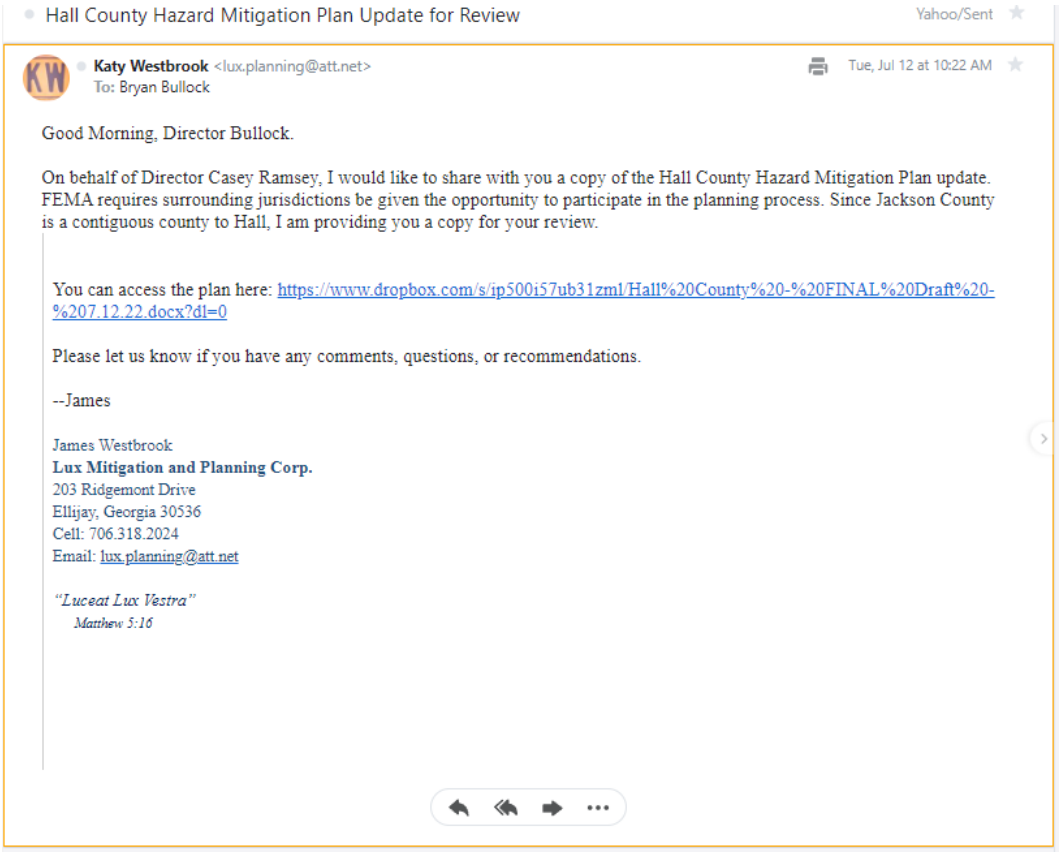
"Luceat Lux Vestra"
Matthew 5:16

Jackson County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: Bryan Bullock

Tue, Jul 12 at 10:22 AM

Good Morning, Director Bullock.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Jackson County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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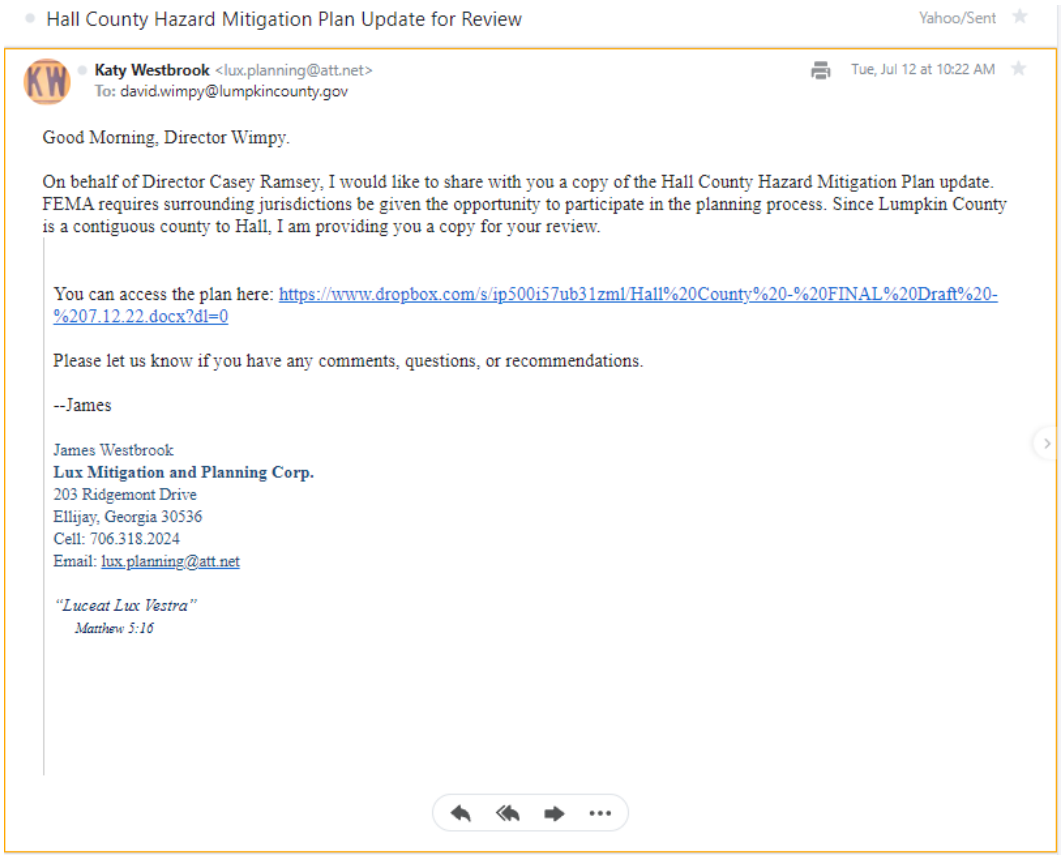
Cell: 706.318.2024
Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

Lumpkin County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: david.wimpy@lumpkincounty.gov

Tue, Jul 12 at 10:22 AM

Good Morning, Director Wimpy.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since Lumpkin County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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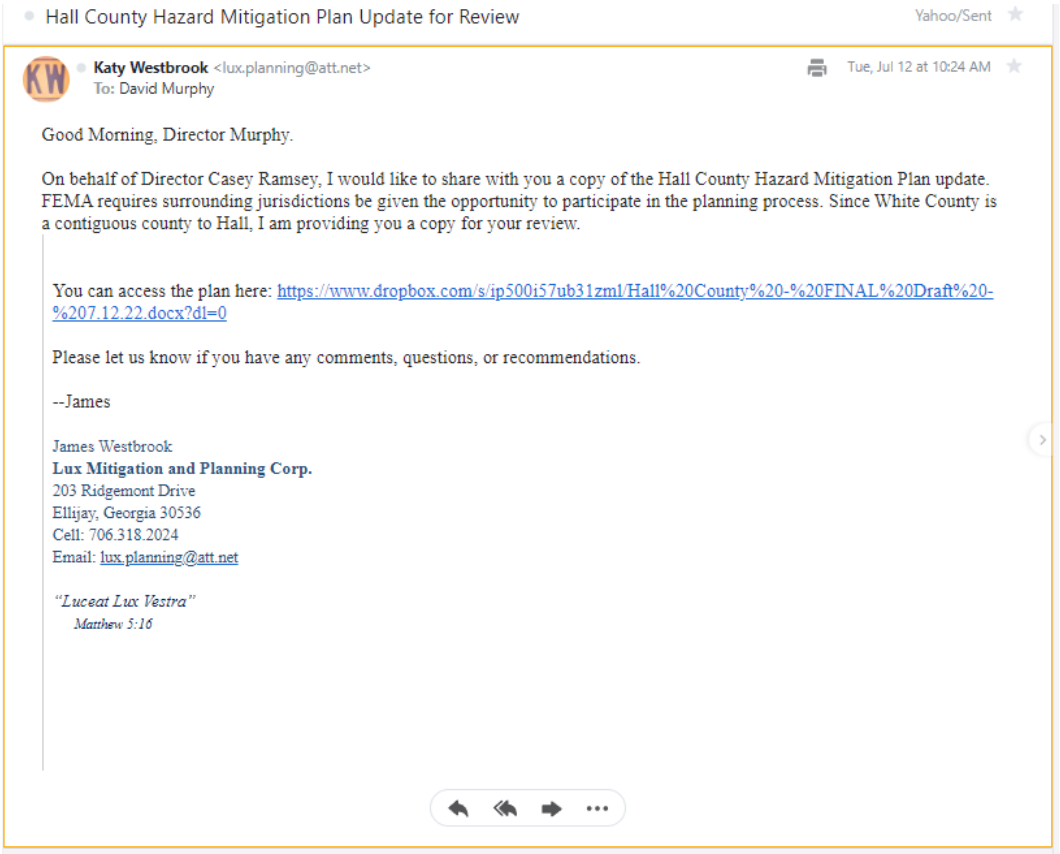
Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

White County



Hall County Hazard Mitigation Plan Update for Review

Yahoo/Sent

Katy Westbrook <lux.planning@att.net>
To: David Murphy

Tue, Jul 12 at 10:24 AM

Good Morning, Director Murphy.

On behalf of Director Casey Ramsey, I would like to share with you a copy of the Hall County Hazard Mitigation Plan update. FEMA requires surrounding jurisdictions be given the opportunity to participate in the planning process. Since White County is a contiguous county to Hall, I am providing you a copy for your review.

You can access the plan here: https://www.dropbox.com/s/ip500i57ub31zml/Hall%20County%20-%20FINAL%20Draft%20-%207.12.22.docx?dl=0

Please let us know if you have any comments, questions, or recommendations.

--James

James Westbrook
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203 Ridgemont Drive
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Email: lux.planning@att.net

"Luceat Lux Vestra"
Matthew 5:16

RE: Hall County Hazard Mitigation Plan Update for Review

Yahoo/Inbox

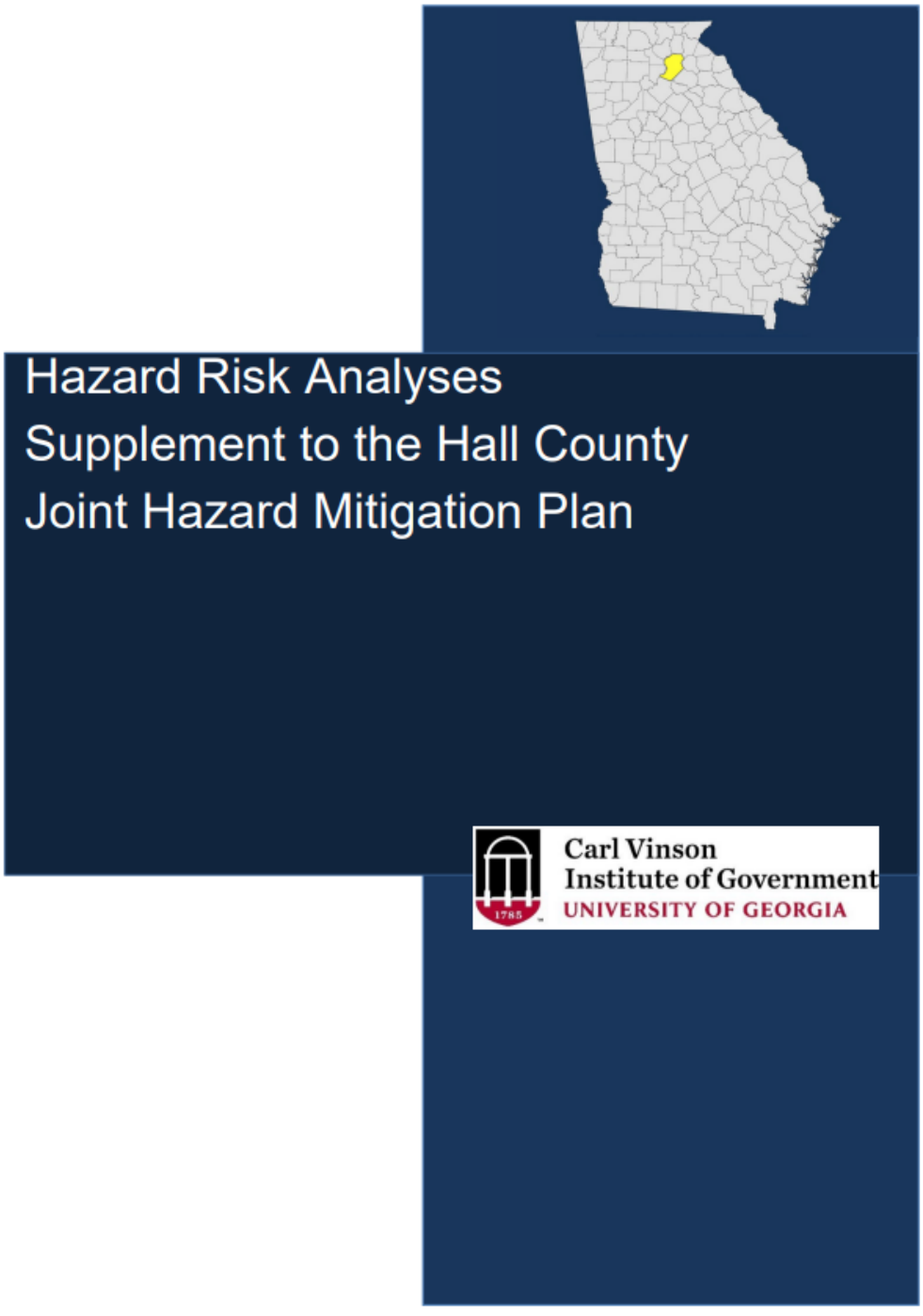
David L. Murphy, Jr. GA-PCEM <dmurphy@whitecounty.net>
To: Katy Westbrook

Tue, Jul 12 at 11:29 AM

We have reviewed the Hall County Hazard Mitigation Plan Update and have no recommendations.

This is a very well and thought-out plan for Hall County and its municipalities.

Appendix G – Hall County HAZUS Report



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Introduction

The Federal Disaster Mitigation Act of 2000 (DMA2K) requires state, local, and tribal governments to develop and maintain a mitigation plan to be eligible for certain federal disaster assistance and hazard mitigation funding programs.

Mitigation seeks to reduce a hazard's impacts, which may include loss of life, property damage, disruption to local and regional economies, and the expenditure of public and private funds for recovery. Sound mitigation must be based on a sound risk assessment that quantifies the potential losses of a disaster by assessing the vulnerability of buildings, infrastructure, and people.

In recognition of the importance of planning in mitigation activities, FEMA Hazus-MH, a powerful disaster risk assessment tool based on geographic information systems (GIS). This tool enables communities of all sizes to predict estimated losses from floods, hurricanes, earthquakes, and other related phenomena and to measure the impact of various mitigation practices that might help reduce those losses.

In 2022, the Georgia Department of Emergency Management partnered with the Carl Vinson Institute of Government at the University of Georgia to develop a detailed risk assessment focused on defining hurricane, riverine flood, and tornado risks in Hall County, Georgia. This assessment identifies the characteristics and potential consequences of the disaster, how much of the community could be affected by the disaster, and the impact on community assets.

Risk Assessment Process Overview

Hazus-MH Version 2.2 SP1 was used to perform the analyses for Hall County. The Hazus-MH application includes default data for every county in the US. This Hazus-MH data was derived from a variety of national sources and in some cases the data are also several years old. Whenever possible, using local provided data is preferred. Hall County provided building inventory information from the county's property tax assessment system. This section describes the changes made to the default Hazus-MH inventory and the modeling parameters used for each scenario.

County Inventory Changes

The default Hazus-MH site-specific point inventory was updated using data compiled from the Georgia Emergency Management Agency (GEMA). The default Hazus-MH aggregate inventory (General Building Stock) was also updated prior to running the scenarios. Reported losses reflect the updated data sets.

General Building Stock Updates

General Building Stock (GBS) is an inventory category that consists of aggregated data (grouped by census geography — tract or block). Hazus-MH generates a combination of site-specific and aggregated loss estimates based on the given analysis and user input.

The GBS records for Hall County were replaced with data derived from parcel and property assessment data obtained from Hall County. The county provided property assessment data was current as of May 2022 and the parcel data current as of May 2022. Records without improvements were deleted. The parcel boundaries were converted to parcel points located in the centroids of each parcel boundary; then, each parcel point was linked to an assessor record based upon matching parcel numbers. The parcel assessor match-rate for Hall County is 99.9%. The generated building inventory represents the approximate locations (within a parcel) of structures. The building inventory was aggregated by census block. Both the tract and block tables were updated. Table 1 shows the results of the changes to the GBS tables by occupancy class.

Table 1: GBS Building Exposure Updates by Occupancy Class*

General Occupancy	Default Hazus-MH Count	Updated Count	Default Hazus-MH Exposure	Updated Exposure
Agricultural	226	32	$57,911,000	$1,801,000
Commercial	3,646	3,698	$2,458,588,000	$1,418,631,000
Education	112	119	$121,706,000	$280,700,000
Government	89	68	$66,539,000	$56,707,000
Industrial	1,219	1,757	$995,252,000	$728,486,000
Religious	338	300	$223,758,000	$81,257,000
Residential	60,560	69,470	$14,142,697,000	$11,968,422,000
Total	**66,190**	**75,444**	**$18,066,451,000**	**$14,536,004,000**

*The exposure values represent the total number and replacement cost for all Hall County Buildings

For Hall County, the updated GBS was used to calculate hurricane wind losses. The flood losses and tornado losses were calculated from building inventory modeled in Hazus-MH as User-Defined Facility

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(UDF)[1], or site-specific points. Figure 1 shows the distribution of buildings as points based on the county provided data.

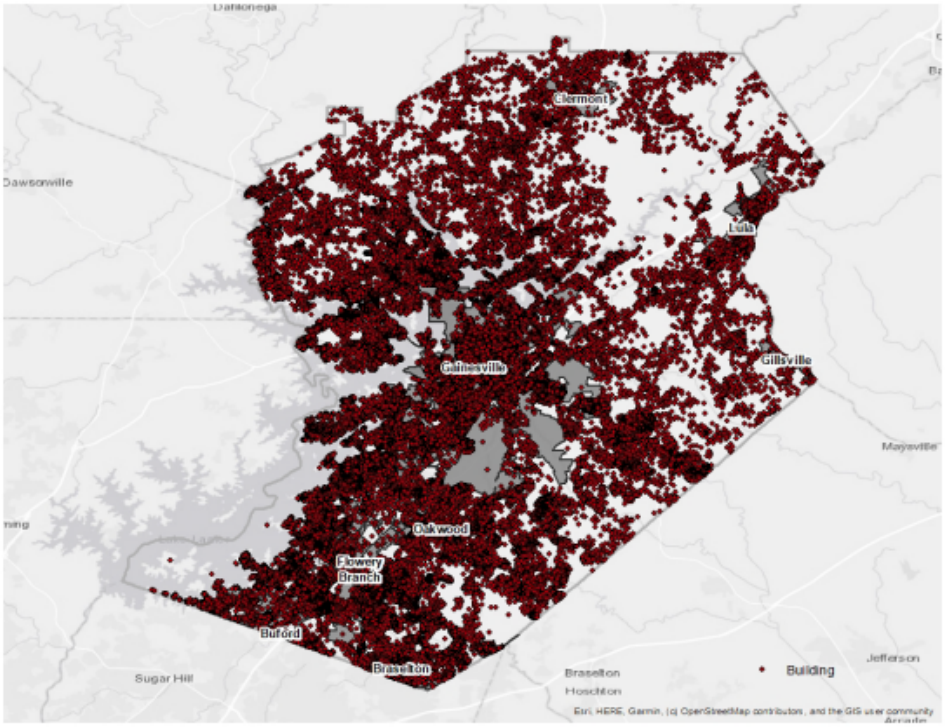

Figure 1: Hall County Overview

Essential Facility Updates

The default Hazus-MH essential facility data was updated to reflect improved information available in the Georgia Mitigation Information System (GMIS) as of May 2022. For these risk analyses, only GMIS data for buildings that Hazus-MH classified as Essential Facilities was integrated into Hazus-MH because the application provides specialized reports for these five facilities. Essential Facility inventory was updated for the analysis conducted for this report. The following table summarizes the counts and exposures, where available, by Essential Facility classification of the updated data.

Essential facilities include:

- Care facilities
- EOCs
- Fire stations
- Police stations
- Schools

[1] The UDF inventory category in Hazus-MH allows the user to enter site-specific data in place of GBS data.

Table 2: Updated Essential Facilities

Classification	Updated Count	Updated Exposure
Braselton		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	1	$1,272,000
School	0	$0
Total	1	$1,272,000
Buford		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	0	$0
School	0	$0
Total	0	$0
Clermont		
EOC	0	$0
Care	0	$0
Fire	1	$1,300,000
Police	1	$322,000
School	0	$0
Total	2	$1,622,000
Flowery Branch		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	1	$2,954,000
School	3	$37,096,000
Total	4	$40,050,000

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Classification	Updated Count	Updated Exposure
Gainesville		
EOC	1	$6,036,000
Care	1	$192,698,000
Fire	4	$13,706,000
Police	3	$42,170,000
School	16	$334,664,000
Total	25	$589,274,000
Gillsville		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	0	$0
School	0	$0
Total	0	$0
Lula		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	1	$24,000
School	1	$1,772,000
Total	2	$1,796,000
Oakwood		
EOC	0	$0
Care	0	$0
Fire	0	$0
Police	1	$1,276,000
School	2	$4,761,000
Total	3	$6,037,000

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Classification	Updated Count	Updated Exposure
Unincorporated Areas of Hall County		
EOC	0	$0
Care	1	$68,972,000
Fire	17	$18,857,000
Police	2	$36,985,000
School	32	$333,733,000
Total	52	$458,547,000

Assumptions and Exceptions

Hazus-MH loss estimates may be impacted by certain assumptions and process variances made in this risk assessment.

- The Hall County analysis used Hazus-MH Version 2.2 SP1, which was released by FEMA in May 2015.
- County provided parcel and property assessment data may not fully reflect all buildings in the county. For example, some counties do not report not-for-profit buildings such as government buildings, schools and churches in their property assessment data. This data was used to update the General Building Stock as well as the User Defined Facilities applied in this risk assessment.
- Georgia statute requires that the Assessor's Office assign a code to all of the buildings on a parcel based on the buildings primary use. If there is a residential or a commercial structure on a parcel and there are also agricultural buildings on the same parcel Hazus-MH looks at the residential and commercial "primary" structures first and then combines the value of all secondary structures on that parcel with the value of the primary structure. The values and building counts are still accurate but secondary structures are accounted for under the same classification as the primary structure. Because of this workflow, the only time that a parcel would show a value for an agricultural building is when there are no residential or commercial structures on the parcel thus making the agricultural building the primary structure. This is the reason that agricultural building counts and total values seem low or are nonexistent.
- GBS updates from assessor data will skew loss calculations. The following attributes were defaulted or calculated:
  - Foundation Type was set from Occupancy Class
  - First Floor Height was set from Foundation Type
  - Content Cost was calculated from Replacement Cost
- It is assumed that the buildings are located at the centroid of the parcel.
- The essential facilities extracted from the GMIS were only used in the portion of the analysis designated as essential facility damage. They were not used in the update of the General Building Stock or the User Defined Facility inventory.

The hazard models included in this risk assessment included:

- Hurricane assessment which was comprised of a wind only damage assessment.
- Flood assessment based on the 1% annual chance event that includes riverine assessments.
- Tornado assessment based on GIS modeling.

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Hurricane Risk Assessment

Hazard Definition

The National Hurricane Center describes a hurricane as a tropical cyclone in which the maximum sustained wind is, at minimum, 74 miles per hour (mph)[2]. The term hurricane is used for Northern Hemisphere tropical cyclones east of the International Dateline to the Greenwich Meridian. The term typhoon is used for Pacific tropical cyclones north of the Equator west of the International Dateline. Hurricanes in the Atlantic Ocean, Gulf of Mexico, and Caribbean form between June and November with the peak of hurricane season occurring in the middle of September. Hurricane intensities are measured using the Saffir-Simpson Hurricane Wind Scale (Table 3). This scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time.

Hurricanes bring a complex set of impacts. The winds from a hurricane produce a rise in the water level at landfall called storm surge. Storm surges produce coastal flooding effects that can be as damaging as the hurricane's winds. Hurricanes bring very intense inland riverine flooding. Hurricanes can also produce tornadoes that can add to the wind damages inland. In this risk assessment, only hurricane winds, and coastal storm surge are considered.

Table 3: Saffir-Simpson Hurricane Wind Scale

Category	Wind Speed (mph)	Damage
1	74 - 95	Very dangerous winds will produce some damage
2	96 - 110	Extremely dangerous winds will cause extensive damage
3	111 - 130	Devastating damage will occur
4	131 -155	Catastrophic damage will occur
5	> 155	Catastrophic damage will occur

The National Oceanic and Atmospheric Administration's National Hurricane Center created the HURDAT database, which contains all of the tracks of tropical systems since the mid-1800s. This database was used to document the number of tropical systems that have affected Hall County by creating a 20-mile buffer around the county to include storms that didn't make direct landfall in Hall County but impacted the county. Note that the storms listed contain the peak sustained winds, maximum pressure and maximum attained storm strength for the entire storm duration. Since 1900, Hall County has had 11 tropical systems within 20 miles of its county borders (Table 4).

Table 4: Tropical Systems affecting Hall County[3]

YEAR	DATE RANGE	NAME	MAX WIND(Knots)	MAX PRESSURE	MAX CAT
1900	September 11-15	UNNAMED	52	0	TS

[2] National Hurricane Center (2011). "Glossary of NHC Terms." National Oceanic and Atmospheric Administration. http://www.nhc.noaa.gov/aboutgloss.shtml#h. Retrieved 2012-23-02.

[3] National Hurricane Center. National Oceanic and Atmospheric Administration. Hurdat2 Data Retrieved 2020. https://www.nhc.noaa.gov/data/#hurdat

YEAR	DATE RANGE	NAME	MAX WIND(Knots)	MAX PRESSURE	MAX CAT
1902	October 03-13	UNNAMED	104	970	H2
1907	September 18-23	UNNAMED	46	0	TS
1911	August 23-31	UNNAMED	98	972	H2
1913	August 30 - September 04	UNNAMED	86	976	H1
1959	October 06-09	IRENE	46	1003	TS
1977	September 03-09	BABE	75	1012	H1
1994	August 14-19	BERYL	58	1013	TS
1997	July 16-27	DANNY	81	1013	H1
2004	August 25 - September 10	FRANCES	144	1009	H4
2005	July 03-11	CINDY	75	1011	H1

Category Definitions:

TS – Tropical storm

TD – Tropical depression

H1 – Category 1 (same format for H2, H3, and H4)

E – Extra-tropical cyclone

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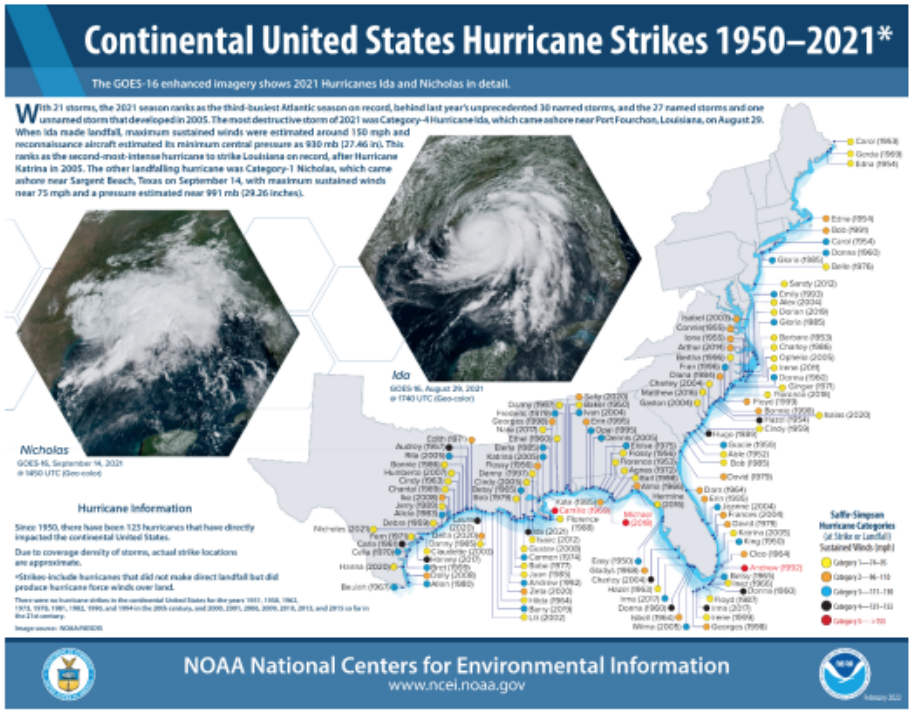

Figure 2: Continental United States Hurricane Strikes: 1950 to 2021[4]

Probabilistic Hurricane Scenario

The following probabilistic wind damage risk assessment modeled a Tropical Storm with maximum winds of 66 mph.

Wind Damage Assessment

Separate analyses were performed to determine wind and hurricane storm surge related flood losses. This section describes the wind-based losses to Hall County. Wind losses were determined from probabilistic models run for the Tropical Storm which equates to the 1% chance storm event. Figure 3 shows wind speeds for the modeled Tropical Storm.

[4] Source: NOAA National Centers for Environmental Information

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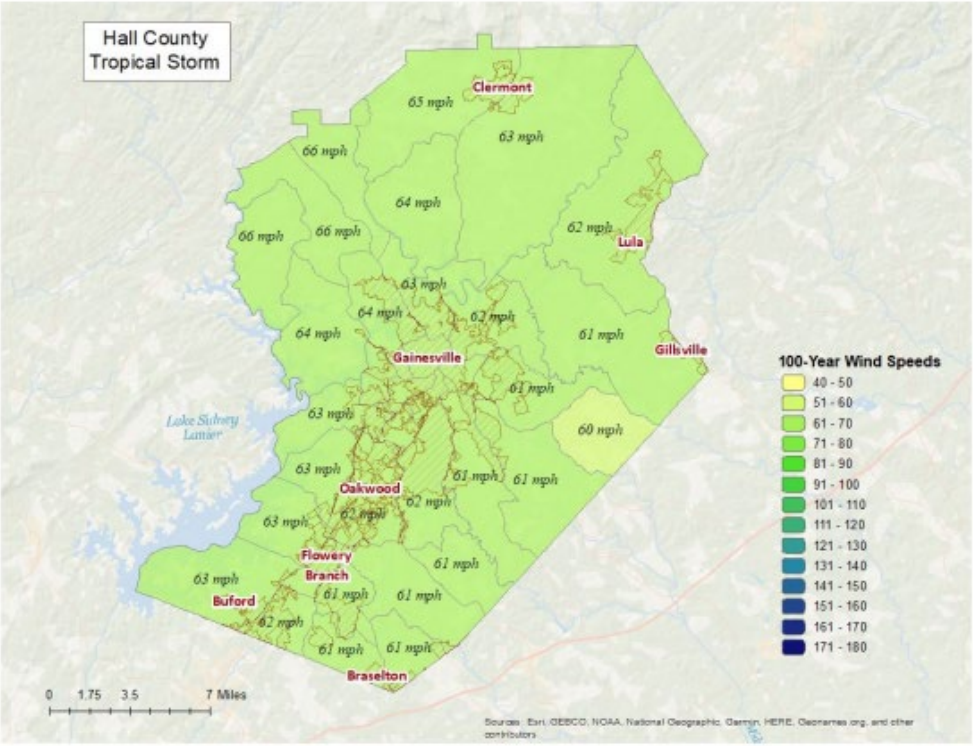

Figure 3: Wind Speeds by Storm Category

Wind-Related Building Damages

Buildings in Hall County are vulnerable to storm events, and the cost to rebuild may have significant consequences to the community. The following table shows a summary of the results of wind-related building damage in Hall County for the Tropical Storm (100 Year Event). The loss ratio expresses building losses as a percentage of total building replacement cost in the county. Figure 4 illustrates the building loss ratios of the modeled Tropical Storm.

Table 5: Hurricane Wind Building Damage

Classification	Number of Buildings Damaged	Total Building Damage	Total Economic Loss[5]	Loss Ratio
Tropical Storm	174	$4,113,990	$4,858,000	0.03%

[5] Includes property damage (infrastructure, contents, and inventory) as well as business interruption losses.

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Note that wind damaged buildings are not reported by jurisdiction. This is due to the fact that census tract boundaries – upon which hurricane building losses are based – do not closely coincide with jurisdiction boundaries.

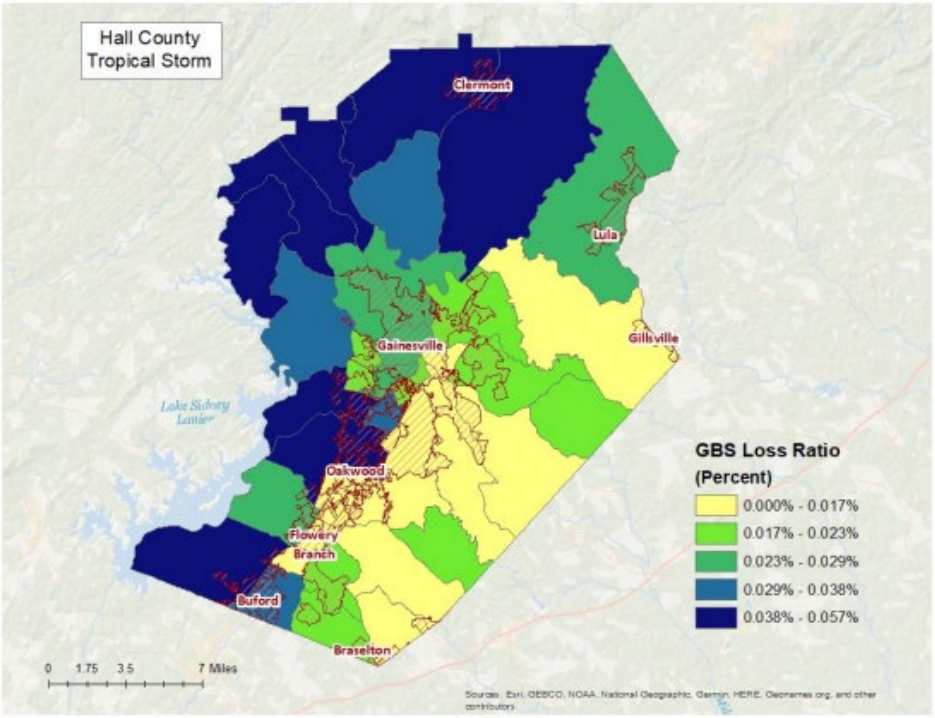

Figure 4: Hurricane Wind Building Loss Ratios

Essential Facility Losses

Essential facilities are also vulnerable to storm events, and the potential loss of functionality may have significant consequences to the community. Hazus-MH identified the essential facilities that may be moderately or severely damaged by winds. The results are compiled in Table 6.

There are 89 essential facilities in Hall County.

Classification	Number
EOCs	1
Fire Stations	22
Care Facilities	2
Police Stations	10
Schools	54

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Table 6: Wind-Damaged Essential Facility Losses

Classification	Facilities At Least Moderately Damaged > 50%	Facilities Completely Damaged > 50%	Facilities with Expected Loss of Use (< 1 day)
Tropical Storm	0	0	89

Shelter Requirements

Hazus-MH estimates the number of households evacuated from buildings with severe damage from high velocity winds as well as the number of people who will require short-term sheltering. Since the 1% chance storm event for Hall County is a Tropical Storm, the resulting damage is not enough to displace Households or require temporary shelters as shown in the results listed in Table 7.

Table 7: Displaced Households and People

Classification	# of Displaced Households	# of People Needing Short-Term Shelter
Tropical Storm	0	0

Debris Generated from Hurricane Wind

Hazus-MH estimates the amount of debris that will be generated by high velocity hurricane winds and quantifies it into three broad categories to determine the material handling equipment needed:

- Reinforced Concrete and Steel Debris
- Brick and Wood and Other Building Debris
- Tree Debris

Different material handling equipment is required for each category of debris. The estimates of debris for this scenario are listed in Table 8. The amount of hurricane wind related tree debris that is estimated to require pick up at the public's expense is listed in the eligible tree debris column.

Table 8: Wind-Related Debris Weight (Tons)

Classification	Brick, Wood, and Other	Reinforced Concrete and Steel	Eligible Tree Debris	Other Tree Debris	Total
Tropical Storm	361	0	1,421	5,183	6,965

Figure 5 shows the distribution of all wind related debris resulting from a Tropical Storm. Each dot represents 20 tons of debris within the census tract in which it is located. The dots are randomly distributed within each census tract and therefore do not represent the specific location of debris sites.

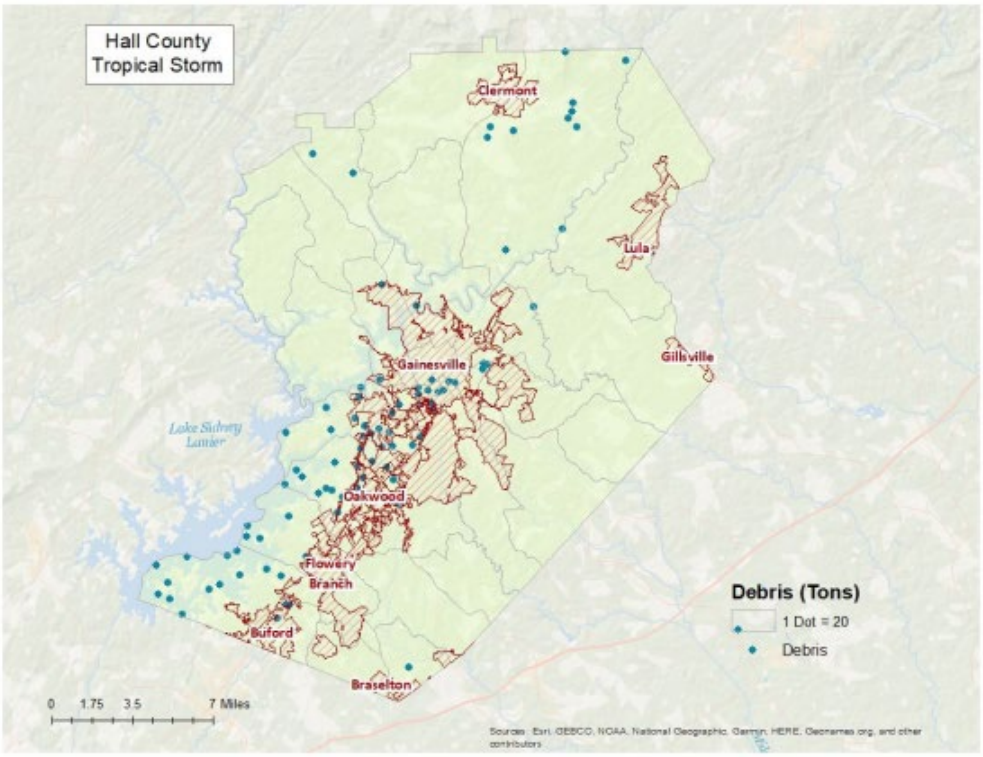

Figure 5: Wind-Related Debris Weight (Tons)

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Flood Risk Assessment

Hazard Definition

Flooding is a significant natural hazard throughout the United States. The type, magnitude, and severity of flooding are functions of the amount and distribution of precipitation over a given area, the rate at which precipitation infiltrates the ground, the geometry and hydrology of the catchment, and flow dynamics and conditions in and along the river channel. Floods can be classified as one of three types: upstream floods, downstream floods, or coastal floods.

Upstream floods, also called flash floods, occur in the upper parts of drainage basins and are generally characterized by periods of intense rainfall over a short duration. These floods arise with very little warning and often result in locally intense damage, and sometimes loss of life, due to the high energy of the flowing water. Flood waters can snap trees, topple buildings, and easily move large boulders or other structures. Six inches of rushing water can upend a person; another 18 inches might carry off a car. Generally, upstream floods cause damage over relatively localized areas, but they can be quite severe in the local areas in which they occur. Urban flooding is a type of upstream flood. Urban flooding involves the overflow of storm drain systems and can be the result of inadequate drainage combined with heavy rainfall or rapid snowmelt. Upstream or flash floods can occur at any time of the year in Georgia, but they are most common in the spring and summer months.

Downstream floods, also called riverine floods, refer to floods on large rivers at locations with large upstream catchments. Downstream floods are typically associated with precipitation events that are of relatively long duration and occur over large areas. Flooding on small tributary streams may be limited, but the contribution of increased runoff may result in a large flood downstream. The lag time between precipitation and time of the flood peak is much longer for downstream floods than for upstream floods, generally providing ample warning for people to move to safe locations and, to some extent, secure some property against damage.

Coastal floods occurring on the Atlantic and Gulf coasts may be related to hurricanes or other combined offshore, nearshore, and shoreline processes. The effects of these complex interrelationships vary significantly across coastal settings, leading to challenges in the determination of the base (1-percent-annual-chance) flood for hazard mapping purposes. Land area covered by floodwaters of the base flood is identified as a Special Flood Hazard Area (SFHA). The Hall County flood risk assessment analyzed at risk structures in the SFHA.

> The SFHA is the area where the National Flood Insurance Program's (NFIP) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The owner of a structure in a high-risk area must carry flood insurance, if the owner carries a mortgage from a federally regulated or insured lender or servicer.

The following probabilistic risk assessment involves an analysis of a 1% annual chance riverine flood event (100-Year Flood) and a 1% annual chance coastal flood.

Riverine 1% Flood Scenario

Riverine losses were determined from the 1% flood boundaries downloaded from the FEMA Flood Map Service Center in May 2022. The flood boundaries were overlaid with the USGS 10 meter DEM using the

Hazus-MH Enhanced Quick Look tool to generate riverine depth grids. The riverine flood depth grid was then imported into Hazus-MH to calculate the riverine flood loss estimates. Figure 6 illustrates the riverine inundation boundary associated with the 1% annual chance.

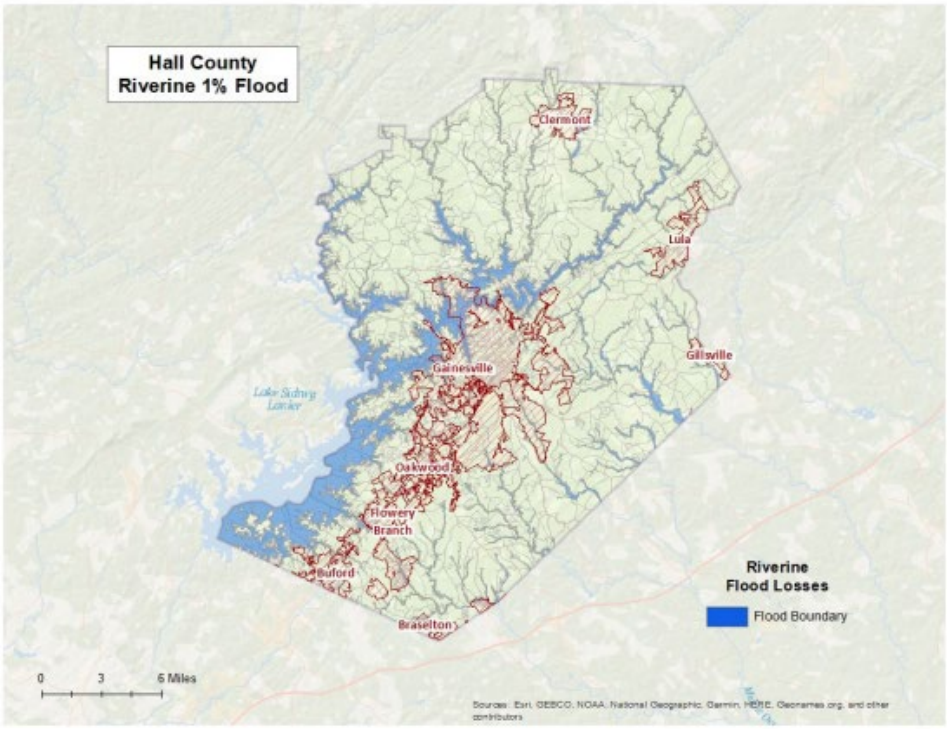

Figure 6: Riverine 1% Flood Inundation

Riverine 1% Flood Building Damages

Buildings in Hall County are vulnerable to flooding from events equivalent to the 1% riverine flood. The economic and social impacts from a flood of this magnitude can be significant. Table 9 provides a summary of the potential flood-related building damage in Hall County by jurisdiction that might be experienced from the 1% flood. Figure 7 maps the potential loss ratios of total building exposure to losses sustained to buildings from the 1% flood by 2010 census block and Figure 8 illustrates the relationship of building locations to the 1% flood inundation boundary.

Table 9: Hall County Riverine 1% Building Losses

Occupancy	Total Buildings in the Jurisdiction	Total Buildings Damaged in the Jurisdiction	Total Building Exposure in the Jurisdiction	Total Losses to Buildings in the Jurisdiction	Loss Ratio of Exposed Buildings to Damaged Buildings in the Jurisdiction
Braselton					
Residential	1,137	36	$300,987,020	$1,962,278	0.65%
Clermont					
Residential	426	2	$70,954,627	$155,280	0.22%
Flowery Branch					
Commercial	129	4	$47,649,377	$38,326	0.08%
Residential	3,537	14	$819,256,030	$461,726	0.06%
Gainesville					
Education	48	10	$154,283,094	$4,164,404	2.70%
Residential	9,418	12	$2,105,359,720	$303,384	0.01%
Commercial	1,761	11	$914,665,487	$539,302	0.06%
Industrial	591	7	$240,981,312	$281,899	0.12%
Lula					
Residential	895	5	$95,706,693	$149,488	0.16%

Occupancy	Total Buildings in the Jurisdiction	Total Buildings Damaged in the Jurisdiction	Total Building Exposure in the Jurisdiction	Total Losses to Buildings in the Jurisdiction	Loss Ratio of Exposed Buildings to Damaged Buildings in the Jurisdiction
Oakwood					
Industrial	107	1	$52,105,067	$52,113	0.10%
Residential	1,000	9	$179,395,255	$441,742	0.25%
Unincorporated					
Residential	52,145	441	$8,173,020,334	$22,232,527	0.27%
Commercial	1,205	6	$319,675,626	$992,309	0.31%
Industrial	792	11	$313,608,826	$2,412,545	0.77%
County Total					
	73,191	**569**	**$13,787,648,468**	**$34,187,323**	

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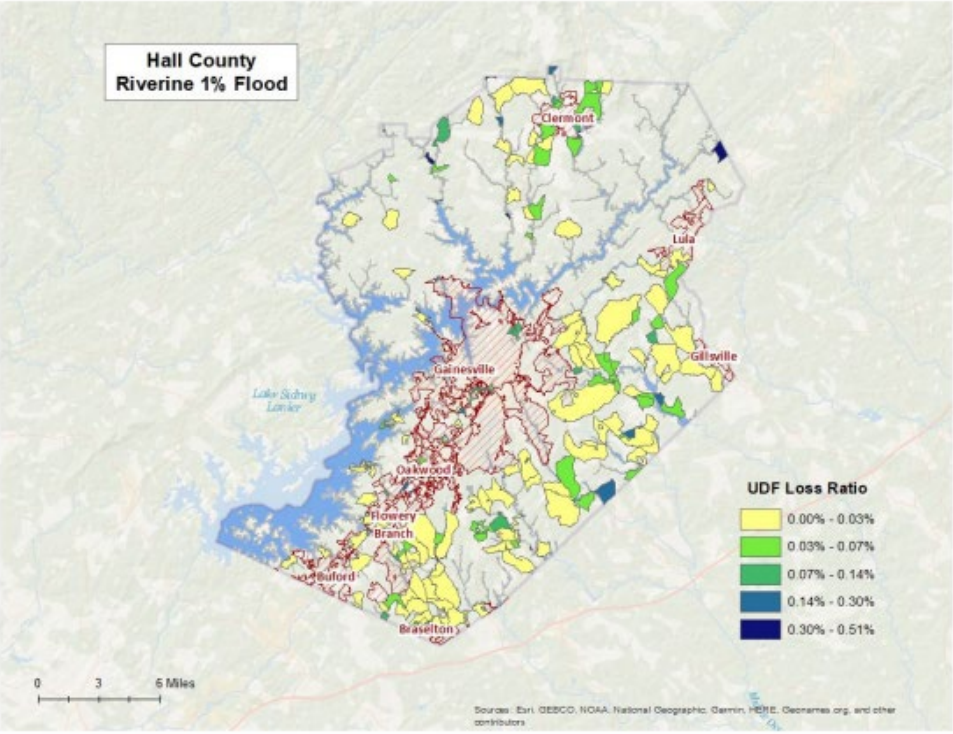

Figure 7: Hall County Potential Loss Ratios of Total Building Exposure to Losses Sustained to Buildings from the 1% Riverine Flood by 2010 Census Block

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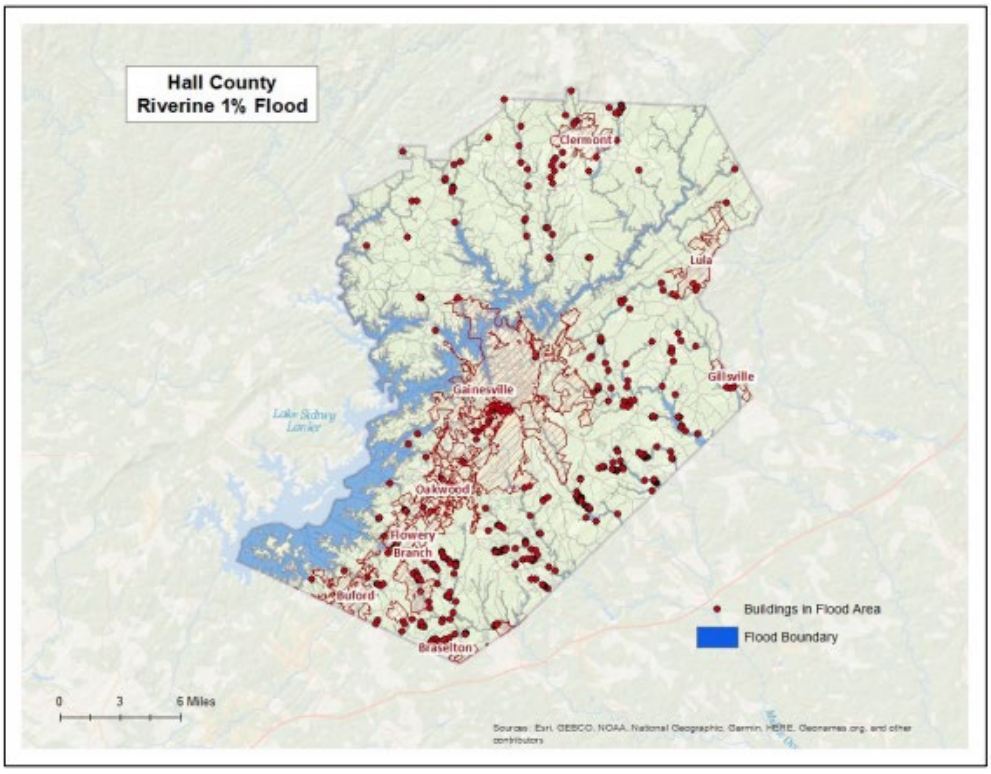

Figure 8: Hall County Damaged Buildings in Riverine Floodplain (1% Flood)

Riverine 1% Flood Essential Facility Losses

An essential facility may encounter many of the same impacts as other buildings within the flood boundary. These impacts can include structural failure, extensive water damage to the facility and loss of facility functionality (e.g. a damaged police station will no longer be able to serve the community). The analysis identified no essential facility that was subject to damage in the Hall County riverine 1% probability floodplain.

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Riverine 1% Flood Shelter Requirements

Hazus-MH estimates that the number of households that are expected to be displaced from their homes due to riverine flooding and the associated potential evacuation. The model estimates 2,676 households might be displaced due to the flood. Displacement includes households evacuated within or very near to the inundated area. Displaced households represent 8,028 individuals, of which 4,528 may require short term publicly provided shelter. The results are mapped in Figure 9.

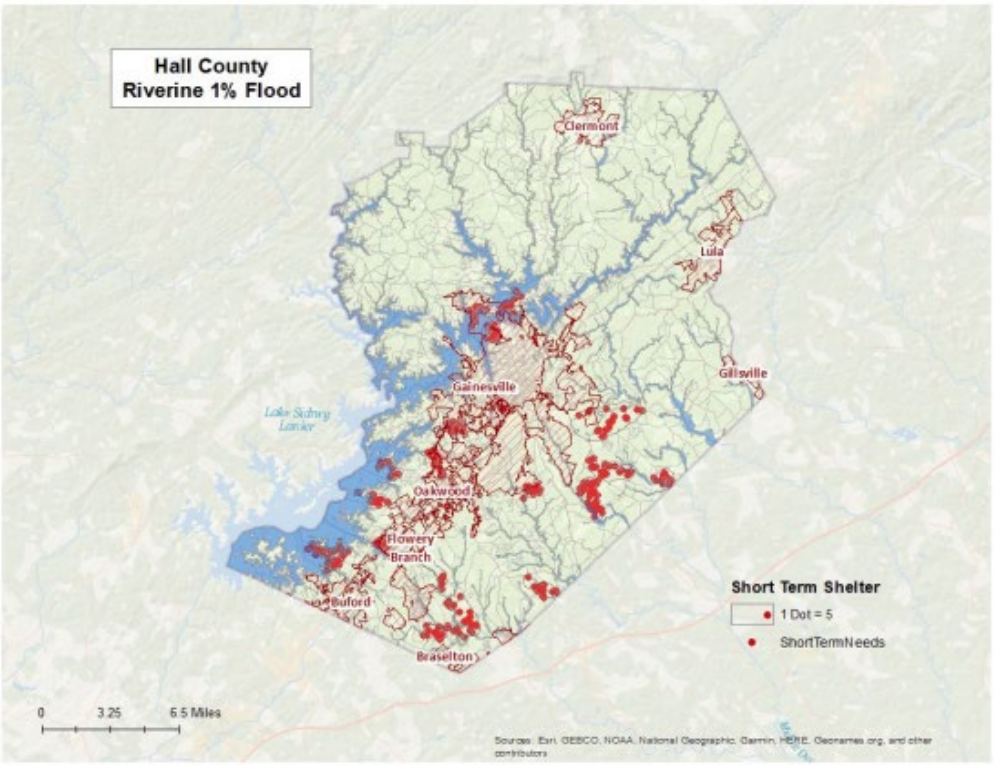

Figure 9: Riverine 1% Estimated Flood Shelter Requirements

Riverine 1% Flood Debris

Hazus-MH estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories:

- Finishes (dry wall, insulation, etc.)
- Structural (wood, brick, etc.)
- Foundations (concrete slab, concrete block, rebar, etc.)

Different types of material handling equipment will be required for each category. Debris definitions applied in Hazus-MH are unique to the Hazus-MH model and so do not necessarily conform to other definitions that may be employed in other models or guidelines.

The analysis estimates that an approximate total of 61,152 tons of debris might be generated: 1) Finishes- 13,374 tons; 2) Structural – 23,489 tons; and 3) Foundations- 24,289 tons. The results are mapped in Figure 10.

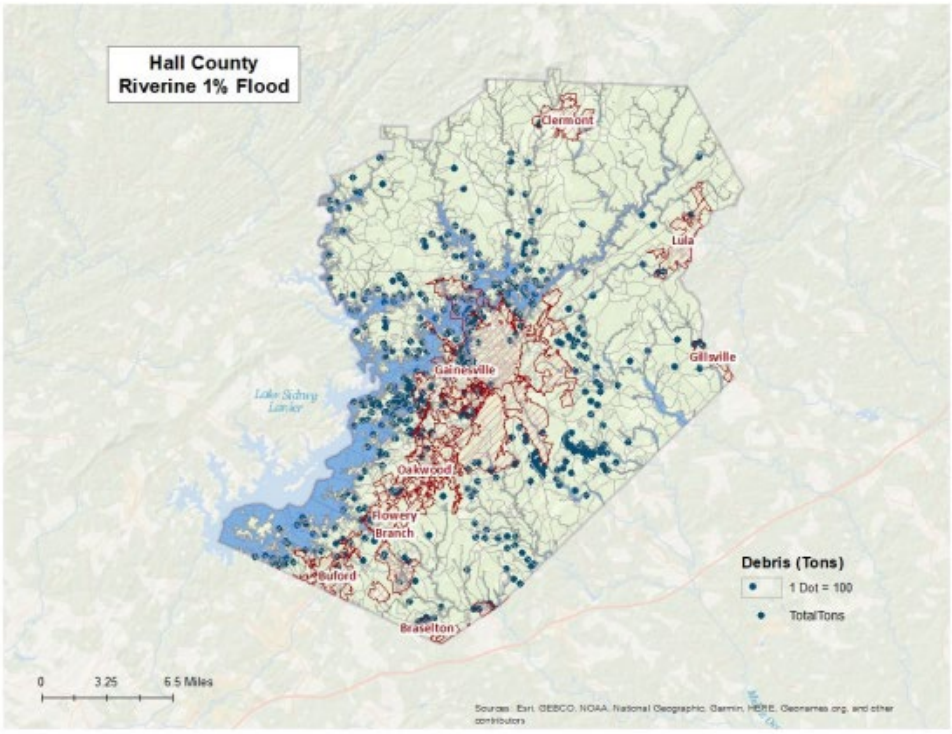

Figure 10: Riverine 1% Flood Debris Weight (Tons)

Tornado Risk Assessment

Hazard Definition

Tornadoes pose a great risk to the state of Georgia and its citizens. Tornadoes can occur at any time during the day or night. They can also happen during any month of the year. The unpredictability of tornadoes makes them one of Georgia's most dangerous hazards. Their extreme winds are violently destructive when they touch down in the region's developed and populated areas. Current estimates place the maximum velocity at about 300 miles per hour, but higher and lower values can occur. A wind velocity of 200 miles per hour will result in a wind pressure of 102.4 pounds per square foot of surface area—a load that exceeds the tolerance limits of most buildings. Considering these factors, it is easy to understand why tornadoes can be so devastating for the communities they hit.

Tornadoes are defined as violently-rotating columns of air extending from thunderstorms and cyclonic events. Funnel clouds are rotating columns of air not in contact with the ground; however, the violently-rotating column of air can reach the ground very quickly and become a tornado. If the funnel cloud picks up and blows debris, it has reached the ground and is a tornado.

Tornadoes are classified according to the Fujita tornado intensity scale. Originally introduced in 1971, the scale was modified in 2006 to better define the damage and estimated wind scale. The Enhanced Fujita Scale ranges from low intensity EF0 with effective wind speeds of 65 to 85 miles per hour, to EF5 tornadoes with effective wind speeds of over 200 miles per hour. The Enhanced Fujita intensity scale is included in Table 10.

Table 10: Enhanced Fujita Tornado Rating

Fujita Number	Estimated Wind Speed	Path Width	Path Length	Description of Destruction
EF0 *Gale*	65-85 mph	6-17 yards	0.3-0.9 miles	Light damage, some damage to chimneys, branches broken, sign boards damaged, shallow-rooted trees blown over.
EF1 Moderate	86-110 mph	18-55 yards	1.0-3.1 miles	Moderate damage, roof surfaces peeled off, mobile homes pushed off foundations, attached garages damaged.
EF2 Significant	111-135 mph	56-175 yards	3.2-9.9 miles	Considerable damage, entire roofs torn from frame houses, mobile homes demolished, boxcars pushed over, large trees snapped or uprooted.
EF3 Severe	136-165 mph	176-566 yards	10-31 miles	Severe damage, walls torn from well-constructed houses, trains overturned, most trees in forests uprooted, heavy cars thrown about.
EF4 Devastating	166-200 mph	0.3-0.9 miles	32-99 miles	Complete damage, well-constructed houses leveled, structures with weak foundations blown off for some distance, large missiles generated.
EF5 Incredible	> 200 mph	1.0-3.1 miles	100-315 miles	Foundations swept clean, automobiles become missiles and thrown for 100 yards or more, steel-reinforced concrete structures badly damaged.

Source: http://www.srh.noaa.gov

Hypothetical Tornado Scenario

For this report, an EF3 tornado was modeled to illustrate the potential impacts of tornadoes of this magnitude in the county. The analysis used a hypothetical path based upon an EF3 tornado event running along the predominant direction of historical tornados (southeast to northwest). The tornado path was placed to travel through Gainesville. The selected widths were modeled after a re-creation of the Fujita-Scale guidelines based on conceptual wind speeds, path widths, and path lengths. There is no guarantee that every tornado will fit exactly into one of these categories. Table 11 depicts tornado path widths and expected damage.

Table 11: Tornado Path Widths and Damage Curves

Fujita Scale	Path Width (feet)	Maximum Expected Damage
EF-5	2,400	100%
EF-4	1,800	100%
EF-3	1,200	80%
EF-2	600	50%
EF-1	300	10%
EF-0	300	0%

Within any given tornado path there are degrees of damage. The most intense damage occurs within the center of the damage path, with decreasing amounts of damage away from the center. After the hypothetical path is digitized on a map, the process is modeled in GIS by adding buffers (damage zones) around the tornado path. Figure 11 describes the zone analysis.

27

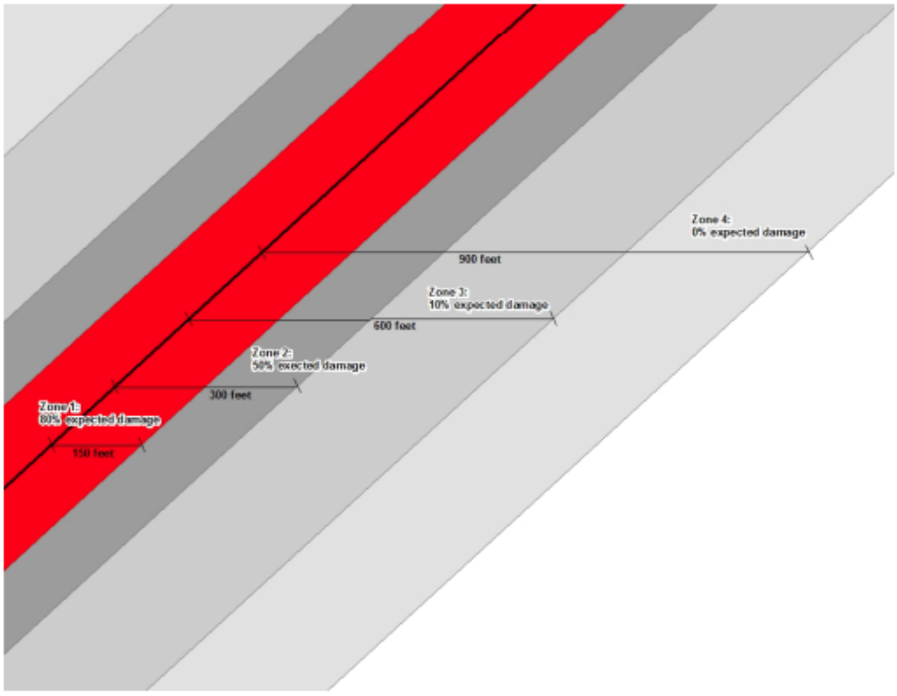

Figure 11: EF Scale Tornado Zones

An EF3 tornado has four damage zones, depicted in Table 12. Major damage is estimated within 150 feet of the tornado path. The outer buffer is 900 feet from the tornado path, within which buildings will not experience any damage. The selected hypothetical tornado path is depicted in Figure 12 and the damage curve buffer zones are shown in Figure 13.

Table 12: EF3 Tornado Zones and Damage Curves

Zone	Buffer (feet)	Damage Curve
1	0-150	80%
2	150-300	50%
3	300-600	10%
4	600-900	0%

28

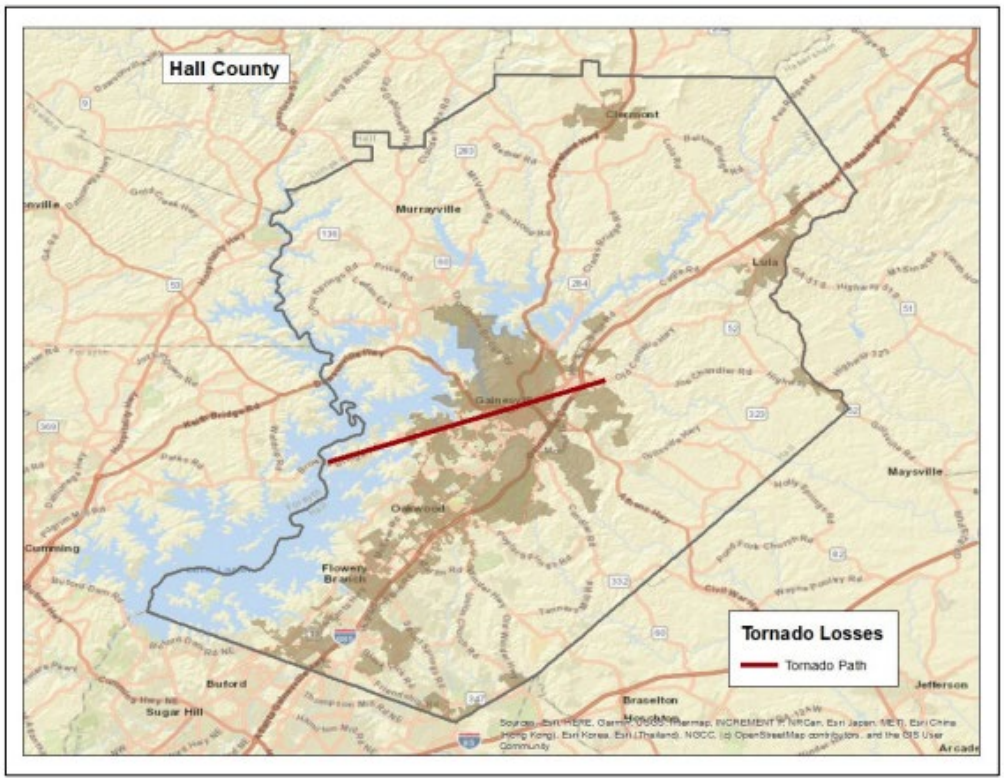

Figure 12: Hypothetical EF3 Tornado Path in Hall County

29

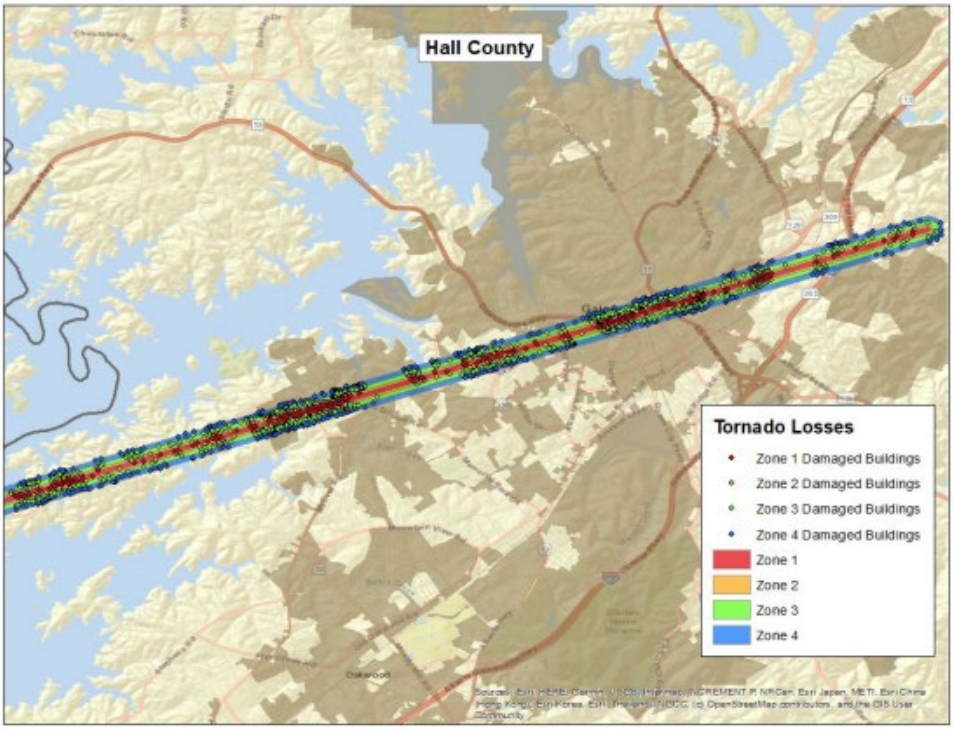

Figure 13: Modeled EF3 Tornado Damage Buffers in Hall County

EF3 Tornado Building Damages

The analysis estimated that approximately 2,052 buildings could be damaged, with estimated building losses of $161 million. The building losses are an estimate of building replacement costs multiplied by the percentages of damage. The overlay was performed against parcels provided by Hall County that were joined with Assessor records showing estimated property replacement costs. The Assessor records often do not distinguish parcels by occupancy class if the parcels are not taxable and thus the number of buildings and replacement costs may be underestimated. The results of the analysis are depicted in Table 13.

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Table 13: Estimated Building Losses by Occupancy Type

Occupancy	Buildings Damaged	Building Losses
Commercial	393	$80,168,584
Education	6	$2,727,853
Government	9	$4,787,232
Industrial	57	$13,612,242
Religious	3	$47,214
Residential	1,584	$59,309,713
Total	**2,052**	**$160,652,838**

EF3 Tornado Essential Facility Damage

There were four essential facilities located in the tornado path – four schools. Table 14 outlines the specific facility and the amount of damage under the scenario.

Table 14: Estimated Essential Facilities Damaged

Facility	Amount of Damage
Fair Street International Academy	Minor Damage
Gainesville Exploration Academy	Minor Damage
New Holland Leadership Academy	Minor Damage
White Sulphur Elementary School	Minor Damage

According to the Georgia Department of Education, Fair Street International Academy's enrollment was approximately 519 students, Gainesville Exploration Academy's enrollment was approximately 566 students, New Holland Leadership Academy's enrollment was approximately 575 students, and White Sulphur Elementary School's enrollment was approximately 475 students as of March 2022. Depending on the time of day, a tornado strike as depicted in this scenario could result in significant injury and loss of life. In addition, arrangements would have to be made for the continued education of the students in another location.

The location of the damaged Essential Facility is mapped in Figure 14.

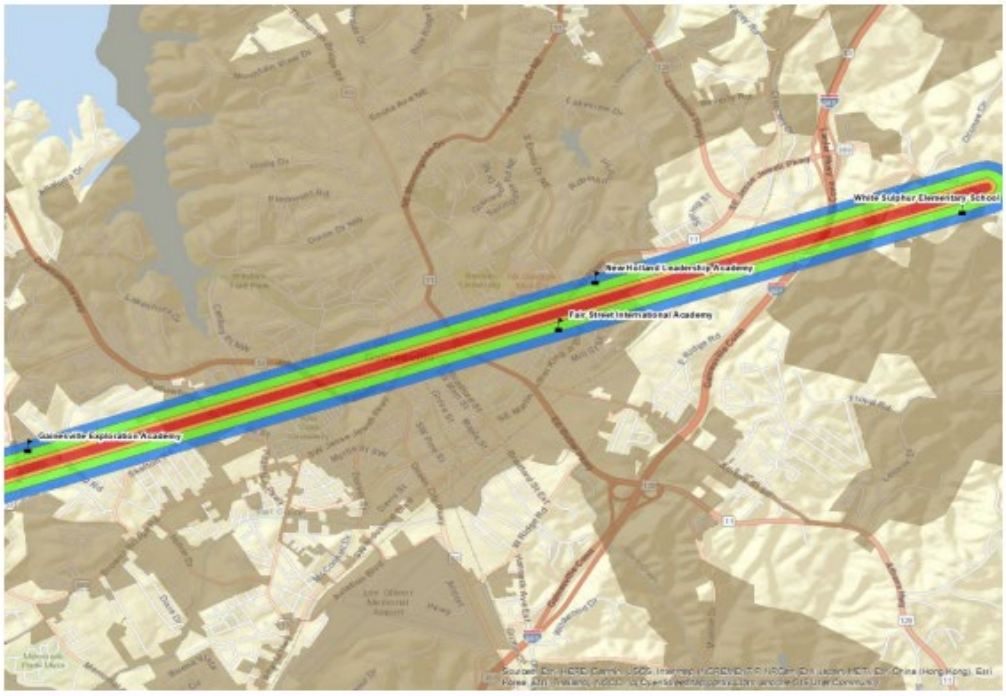

Figure 14: Modeled Essential Facility Damage in Hall County

32

Exceptions Report

Hazus Version 2.2 SP1 was used to perform the loss estimates for Hall County, Georgia. Changes made to the default Hazus-MH inventory and the modeling parameters used to setup the hazard scenarios are described within this document.

Reported losses reflect the updated data sets. Steps, algorithms and assumptions used during the data update process are documented in the project workflow named PDM_GA_Workflow.doc.

Statewide Inventory Changes

The default Hazus-MH Essential Facility inventory was updated for the entire state prior to running the hazard scenarios for Hall County.

Updates to the Critical Facility data used in GMIS were provided by Hall County in May 2022. These updates were applied by The Carl Vinson Institute of Government at the University of Georgia. Table 15 summarizes the difference between the original Hazus-MH default data and the updated data for Hall County.

Table 15: Essential Facility Updates

Site Class	Feature Class	Default Replacement Cost	Default Count	Updated Replacement Cost	Updated Count
EF	Care	$80,664,000	2	$261,670,000	2
EF	EOC	$1,760,000	2	$6,036,000	1
EF	Fire	$0	2	$33,863,000	22
EF	Police	$17,248,000	14	$85,003,000	10
EF	School	$507,266,000	52	$712,026,000	54

County Inventory Changes

The GBS records for Hall County were replaced with data derived from parcel and property assessment data obtained from Hall County. The county provided property assessment data was current as of May 2022 and the parcel data current as of May 2022.

General Building Stock Updates

The parcel boundaries and assessor records were obtained from Hall County. Records without improvements were deleted. The parcel boundaries were converted to parcel points located in the centroids of each parcel boundary. Each parcel point was linked to an assessor record based upon matching parcel numbers. The generated Building Inventory represents the approximate locations (within a parcel) of building exposure. The Building Inventory was aggregated by Census Block and imported into Hazus-MH using the Hazus-MH Comprehensive Data Management System (CDMS). Both the 2010 Census Tract and Census Block tables were updated.

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The match between parcel records and assessor records was based upon a common Parcel ID. For this type of project, unless the hit rate is better than 85%, the records are not used to update the default aggregate inventory in Hazus-MH. The Parcel-Assessor hit rate for Hall County was 99.9%.

Adjustments were made to records when primary fields did not have a value. In these cases, default values were applied to the fields. Table 16 outlines the adjustments made to Hall County records.

Table 16: Building Inventory Default Adjustment Rates

Type of Adjustment	Building Count	Percentage
Area Unknown	548	1%
Construction Unknown	12,587	16%
Condition Unknown	67	0%
Foundation Unknown	13,391	17%
Year Built Unknown	2,594	3%
Total Buildings	**77,100**	**8%**

Approximately 8% of the CAMA values were either missing (<Null> or '0'), did not match CAMA domains or were unusable ('Unknown', 'Other', 'Pending'). These were replaced with 'best available' values. Missing YearBuilt values were populated from average values per Census Block. Missing Condition, Construction and Foundation values were populated with the highest-frequency CAMA values per Occupancy Class. Missing Area values were populated with the average CAMA values per Occupancy Class.

The resulting Building Inventory was used to populate the Hazus-MH General Building Stock and User Defined Facility tables. The updated General Building Stock was used to calculate flood and tornado losses. Changes to the building counts and exposure that were modeled in Hall County are sorted by General Occupancy in Table 1 at the beginning of this report. If replacements cost or building value were not present for a given record in the Assessor data, replacement costs were calculated from the Building Area (sqft) multiplied by the Hazus-MH RS Means ($/sqft) values for each Occupancy Class.

Differences between the default and updated data are due to various factors. The Assessor records often do not distinguish parcels by occupancy class when the parcels are not taxable; therefore, the total number of buildings and the building replacement costs for government, religious/non-profit, and education may be underestimated.

User Defined Facilities

34

Building Inventory was used to create Hazus-MH User Defined Facility (UDF) inventory for flood modeling. Hazus-MH flood loss estimates are based upon the UDF point data. Buildings within the flood boundary were imported into Hazus-MH as User Defined Facilities and modeled as points.

Table 17: User Defined Facility Exposure

Class	Hazus-MH Feature	Counts	Exposure
BI	Building Exposure	75,444	$14,536,245,885
Riverine UDF	Structures Inside 1% Annual Chance Riverine Flood Area	607	$106,495,015

Assumptions

- Flood analysis was performed on Building Inventory. Building Inventory within the flood boundary was imported as User Defined Facilities. The point locations are parcel centroid accuracy.
- The analysis is restricted to the county boundary. Events that occur near the county boundary do not contain loss estimates from adjacent counties.
- The following attributes were defaulted or calculated:
  First Floor Height was set from Foundation Type
  Content Cost was calculated from Building Cost

35

Appendix H – Documentation of Municipal Participation

CITY/TOWN WORKSHEET

Municipality: **Town of Braselton**
County: **Hall County**
Completed by: Sandy Weinel, P.E., Town Engineer
Date: October 25, 2022

CAPABILITIES/SERVICES (CHECK ALL THAT APPLY)

- ☑ LAW ENFORCEMENT
- ☐ FIRE PROTECTION
- ☐ GARBAGE AND SOLID-WASTE COLLECTION AND DISPOSAL
- ☐ PUBLIC HEALTH FACILITIES AND SERVICES
- ☑ STREET AND ROAD CONSTRUCTION AND MAINTENANCE
- ☑ PARKS, RECREATIONAL AREAS, PROGRAMS, AND FACILITIES
- ☑ STORM-WATER AND SEWAGE COLLECTION AND DISPOSAL SYSTEMS
- ☑ DEVELOPMENT, STORAGE, TREATMENT, PURIFICATION, AND DISTRIBUTION OF WATER
- ☐ PUBLIC HOUSING
- ☑ PUBLIC TRANSPORTATION
- ☑ LIBRARIES, ARCHIVES, AND ARTS AND SCIENCES PROGRAMS AND FACILITIES
- ☐ TERMINAL AND DOCK FACILITIES AND PARKING FACILITIES
- ☑ CODES, INCLUDING BUILDING, HOUSING, PLUMBING, AND ELECTRICAL
- ☐ AIR-QUALITY CONTROL
- ☑ THE CREATION, MODIFICATION, AND MAINTENANCE OF RETIREMENT OR PENSION SYSTEMS FOR LOCAL-GOVERNMENT EMPLOYEES
- ☑ PLANNING, ZONING, AND COMMUNITY DEVELOPMENT
- ☐ ELECTRIC OR GAS UTILITY SERVICES
- ☑ STREET LIGHTING

GOVERNMENT STRUCTURE

Is this a City or Town: Town

Number of Councilmembers: Four (4) Councilmembers

Are the elections city-wide or is it based on a geographical area (district)?

Districts

Length of term for Councilmembers (in years): Four (4)-Year Terms

Are the terms staggered or at the same time? Staggered

1

Lux Mitigation and Planning – Updated 3.2020

UNIQUE HAZARDS/INDUSTRY (PLEASE LIST/EXPLAIN)

None have been identified at this time.

POINTS OF INTEREST/TOURISM (PLEASE LIST/EXPLAIN)

Mulberry Riverwalk - approximately 1 mile of a 2-mile, natural path along the Mulberry River is located within Hall County

NOTABLE PAST HAZARD EVENTS (PLEASE LIST/EXPLAIN)

None identified at this time

ADDITIONAL NOTES

2

CITY/TOWN WORKSHEET

Municipality: **City of Gillsville**
County: **Hall County and Banks County**
Completed by: Sandra Helton
Date: 10-26-2022

CAPABILITIES/SERVICES (CHECK ALL THAT APPLY)

- [x] LAW ENFORCEMENT
- [x] FIRE PROTECTION
- [x] GARBAGE AND SOLID-WASTE COLLECTION AND DISPOSAL
- [ ] PUBLIC HEALTH FACILITIES AND SERVICES
- [ ] STREET AND ROAD CONSTRUCTION AND MAINTENANCE
- [x] PARKS, RECREATIONAL AREAS, PROGRAMS, AND FACILITIES
- [ ] STORM-WATER AND SEWAGE COLLECTION AND DISPOSAL SYSTEMS
- [ ] DEVELOPMENT, STORAGE, TREATMENT, PURIFICATION, AND DISTRIBUTION OF WATER
- [ ] PUBLIC HOUSING
- [ ] PUBLIC TRANSPORTATION
- [x] LIBRARIES, ARCHIVES, AND ARTS AND SCIENCES PROGRAMS AND FACILITIES
- [ ] TERMINAL AND DOCK FACILITIES AND PARKING FACILITIES
- [x] CODES, INCLUDING BUILDING, HOUSING, PLUMBING, AND ELECTRICAL
- [ ] AIR-QUALITY CONTROL
- [ ] THE CREATION, MODIFICATION, AND MAINTENANCE OF RETIREMENT OR PENSION SYSTEMS FOR LOCAL-GOVERNMENT EMPLOYEES
- [ ] PLANNING, ZONING, AND COMMUNITY DEVELOPMENT
- [x] ELECTRIC OR GAS UTILITY SERVICES
- [x] STREET LIGHTING

intergovermental agreement

GOVERNMENT STRUCTURE

Is this a City or Town: City

Number of Councilmembers: 5 council 1 mayor

Are the elections city-wide or is it based on a geographical area (district)?

m district

Length of term for Councilmembers (in years): 4 yrs

Are the terms staggered or at the same time? Staggered

1

Lux Mitigation and Planning – Updated 3.2020

UNIQUE HAZARDS/INDUSTRY (PLEASE LIST/EXPLAIN)

Railroad

POINTS OF INTEREST/TOURISM (PLEASE LIST/EXPLAIN)

Pottery

NOTABLE PAST HAZARD EVENTS (PLEASE LIST/EXPLAIN)

ADDITIONAL NOTES

2

Energy Resilience Grant Program

The Energy Resilience Grant Program will provide funding for eligible applicants to initiate and accelerate projects focused on energy resilience in critical facilities.

Program funds totaling $1.5 million are provided through the U.S. Department of Energy. Critical facilities vary from community to community and may include, but are not limited to, public safety buildings, courthouses, emergency management offices, and fire stations.

Grant requests can total up to $200,000, with a 15 percent cost match required. Additional leveraging of funds is encouraged to maximize the energy-related benefits of a project, such as philanthropy or in-kind contributions. Please note, due to limited funding the grants are highly competitive and only a small number of projects may receive a grant award. According to the Build America, Buy America Act (BABA) small grants waiver, projects must be a single, standalone effort and total project costs must be less than $250,000 (including local matching funds).

For the application to qualify for review, all applicants must have or be in the process of completing a feasibility study, energy assessment, energy audit, or a comparable study. Only one application can be submitted per applicant, and all projects awarded funding must be completed by March 1, 2028.

> **Click here to apply.**
> **(https://georgiaenvironmentalfinanceauthority.quickbase.com/nav/app/bv9g6mpnu)**

The application period is open through September 11, 2026. All awarded applicants will have access to technical assistance provided by GDS Associates to assist with starting a project and with the RFP and best practices toolkit.

Eligible Applicants:

- State agencies
- Local governments
- K-12 public schools
- Houses of worship

Eligible Projects:

- Solar PV
  - Installation of a PV system on a critical facility. PV systems can be on the roof, ground-mounted, or a car awing/canopy. Systems more than 60kW will be subject to a NEPA review.

- Battery Storage/Backup Generators
  - Installation of a battery energy storage system (BESS)
- Transfer Switches
  - Installation of a transfer switch for backup generator connection on a critical facility.

Resources

- **Program guidance (https://gefa.georgia.gov/document/document/energy-resilience-program-guidiance/down**
- **Sample application (https://gefa.georgia.gov/document/document/energy-resilience-program-sample-applicat**
- **BABA Small Grants Waiver (https://gefa.georgia.gov/document/document/baba-waiver/download)** (PDF, 270.47 KB)
- **Webinar presentation (https://gefa.georgia.gov/document/document/energy-resiliency-webinar-july-2026/downlo**
- **Webinar recording (YouTube) (https://youtu.be/vdqoxQ5LK7U?si=5eFYdb1a51E8OAq5)**

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 574/2026

SUBJECT: Approve the ratification of the application and award for the 2026 Georgia Power Corporate Foundation funding cycle for Parks and Leisure Services to replace and repair worn or aging playground equipment across Hall County, 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. No match is required.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: BH

Recommendation:
Approve

Purpose of Request:
Approve the ratification of the application and award for the 2026 Georgia Power Corporate Foundation funding cycle for Parks and Leisure Services to replace and repair worn or aging playground equipment across Hall County, 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. No match is required.

History:

Facts and Issues:

Options:

The Georgia Power Foundation is an independent legal entity providing grants to non-profit organizations primarily in the state of Georgia.

Hall County Parks and Leisure Services proposes to replace and repair worn, aging playground equipment in key community parks across Hall County. This project will enhance safety and support the physical, social, and emotional well-being of children and families throughout the community.

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

Approvals:

Grants	Submit	Approve	Grants
PS	BH	BH	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

GA Power Grant Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 574/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grant Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	371000-PRIVATE DONATIONS	$-50,000.00
2027	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	521000-PROFESSIONAL SERVICES	$50,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

Georgia Power

Application Detail

Application ID	2655601
Submitted	Aug 10, 2026
Status	Awaiting review
Applicant(s)	Sommer Green (sgreen@hallcounty.org)
Organization	Hall County, Georgia 58-6000836 2875 Browns Bridge Road, Gainesville, GA 30504, US
Program and cycle	2026 Georgia Power Corporate Philanthropy GPC Foundation 2026 Funding Cycle
Tags	No tags
Forms	2026 Georgia Power Grant and Sponsorship Form

Executive Order Confirmation

Applicant acknowledges that eligibility for any award from Georgia Power is conditioned on the applicant's compliance with all applicable federal, state, and local anti-discrimination laws, regulations, and Executive Orders. By submitting this application, Applicant hereby represents and warrants that it is in compliance with such requirements and that it does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status, genetic information, or any other status protected by applicable law. *

Yes

Request Information

Invitation Confirmation

Invited by*
Name of the Georgia Power/Southern Company representative that invited you. This is provided in your invitation email.

Glennis Barnes

Source of Funding*
This is provided in your invitation email.

[03] Company Sponsorship/Donation

Inviting Region or Business Unit*
The region or business unit name for the individual inviting you. This is provided in your invitation email.

Northeast Region

Request Details

Grant/Project Name*
The information provided here will be used on payments and should include any grant identifiers you require.

Safe Play for All: Hall County Playground Improvement Project

Grant/Project Details*
Please provide a write up about the purpose of the grant request.

Hall County Parks and Leisure Services proposes the Safe Play for All: Hall County Playground Improvement Project to replace and repair worn, aging playground equipment in key neighborhood and community parks across Hall County, Georgia. This project will enhance safety, and support physical, social, and emotional well-being of children and families throughout the community.
Many of Hall County's existing playgrounds show significant signs of wear, including deterioration surfacing and outdated equipment that is limited for children with disabilities. These conditions limit safe use, increase maintenance costs, and reduce the overall appeal and functionality of our parks. Through this project Hall County will

reduce unsafe and outdated playground equipment, repair and refresh existing structures, incorporate additional ADA-accessible elements, and enhance the surrounding play environment. Georgia Power's sponsorship will be recognized through project signage and community outreach, highlighting a shared commitment to strengthening Hall County communities. By investing in safe, and active use of Hall County parks, our citizens will have a safe and welcoming place to play, grow, and thrive close to home.

Date of Request*

Aug 10, 2026

Type of Support*

[02] Project Support

Requested Amount*
Please enter as 0.00 without dollar sign

50,000.00 USD

Will these funds benefit the Georgia Power/Southern Company or its employees in any way?*
i.e. Advertising, employee participation in an event, assistance with paying a utility bill owed to Georgia Power/Southern Company.

No

Project Budget*

50,000.00 USD

Other support

If applicable, provide a list of other companies or foundations supporting this project and the amount of support.

No answer

Request Classifications

Program Area*
Select up to 3 programs areas that best reflect the focus of the grant funds. At least one is required.

Education / K-12 / Educational Programs
Environment / Parks and Trails
Health & Human Services / Youth Development

Request Geographical * Area Served
Select up to 4 County(s) or County/Municipality(s) areas that best reflects where the grant funds will be used.

Hall
Hall/Flowery Branch
Hall/Gainesville

Population(s) Served*
Select up to 4 special populations intentionally targeted by this grant. Select "None" if not applicable.

[1] Disability

Project Age Group*
Select only if your project or program is aimed to serve a specific population

[4] Children (0-12)

Organization Information

Name & Contact Details

Organization Name*

Hall County, Georgia

Organization Office Telephone*

7705358288

Organization General Email

sgreen@hallcounty.org

Mailing Address*

We will mail the paper check to this address.

2875 Browns Bridge Rd, Gainesville, GA 30504, USA

Organization Web address

https://www.hallcounty.org/

IRS/Tax Identification

EIN or Tax ID*

58-6000836

Our organization registered with the IRS as public charity, 501(c)(3) or similar?

No answer

Primary IRS Designation*

[44] Government Organization

Classifications

Organization Type*

Other

Operations

Annual Budget*

Was is the organization's total annual budget (without dollar sign)?

398,580,228

Operations Budget (%)*

Organization Geographical Area Served *

Hall

Southern Company/Georgia Power Company affiliations: *

Please list any Georgia Power or Southern Company employees affiliated with your organization. Enter n/a if there isn't one.

Glennis Barnes

What percentage (%) of your organization's annual budget is used for operating costs?

80%

Fundraising Budget?*

What percentage (%) of your organization's annual budget is used for fundraising costs?

0

Request Contact(s)

Contact(s) Table*

Click +Add new (right) to enter a primary contact for this grant. Add additional contacts who can assist with grant questions and support.

Minimum number of responses: 1

Records: 3

Is primary:	true
Prefix:	
First name:	Sommer
Last name:	Green
Email address:	sgreen@hallcounty.org
Office telephone:	770-297-5503
Mobile telephone:	
Contact title:	Grants Manager

Is primary:	false
Prefix:	
First name:	Brent
Last name:	Holloway
Email address:	bholloway@hallcounty.org
Office telephone:	770-535-8280
Mobile telephone:	
Contact title:	Director Park & Community Services

Is primary:	false
Prefix:	
First name:	John
Last name:	Gentry
Email address:	jgentry@hallcounty.org
Office telephone:	770-297-5504

Mobile telephone:	
Contact title:	Interim County Administrator

Funding Instructions

Payment Methods*

[CHECK] Check (typically mailed)

Invoice*

Use this invoice template or upload an invoice of your choice. It must include the organization's name, mailing address, date, amount, and taxable value.

- If *Check* requested, must include a mailing address.
- If *Credit Card* requested, must include payment portal URL

We accept the following document formats: DOC(X), XLS(X), PDF, JPG, PNG, TIF.

See GA Power 2026 Invoice FY27 $50,000.pdf

W-9*

The most current revision of the **IRS form W-9** is required.

Please ensure that the following items are included:

- Box 2 should include any DBA or alternate names, especially if the grant payment is in a name other than your official legal name.
- If Box 3, "Other" is checked, the official IRS designation is required. "Non-Profit" or similar is not acceptable unless accompanied with the official designation, i.e. *"501(c)(3) – Non-Profit Organization"*.
- Part II, handwritten signature (digital signatures only accepted with accompanying digital certification).

See Signed W-9 - 1.23.2026.pdf

Event Information

Event Name	Event Date	Event Type
No answer	No answer	No answer

Sponsorship Benefits*
If sponsorship includes tickets, dinner, golf rounds, and/or marketing please list each here or type N/A.

N/A

Fair Market Value (FMV) of Direct Benefit*
For charitable donations where Southern Company, its operating companies, affiliates, or employees will receive a direct benefit from the funds donated, the IRS requires that the FMV of the benefit be reported. Please enter the dollar value of the benefit. Enter amount without ($) sign. Consult with your tax and/or financial advisors if needed.
Examples:
— Total gala sponsorship is $1000 and includes tickets for 2 employees. Individual gala tickets are $100 per person; the FMV of Direct Benefit can be reported as $200;
— Golf tournament sponsorship is $1000 and includes entry for a foursome. The individual cost to enter the tournament is $100 per golfer; the FMV of Direct Benefit might be can as $400;
— Music festival sponsorship includes 4 tickets, but no one from Southern Company or its affiliates can attend so tickets will not be provided. The FMV of Direct Benefit is $0.

$0.00 USD

Event Location or N/A *	Attire	Logo Needed
N/A	Blacktie, Formal, Business, Business Casual, Casual, Athletic No answer	No answer

Event Ad Needed*

False

Enter Ad Specs including deadline

No answer

Sponsorship & Donation Output Tracking

Please select the option from the dropdown menu that best describes the primary goal your project aims to achieve **with Georgia Power funds**.

Then, **to the best of your knowledge**, provide an estimate of the measurable results you expect to accomplish.

Affordability

- How many **individuals** do you anticipate receiving financial assistance to improve affordability and quality of life, funded by Georgia Power?
- How many affordable **housing units** do you plan to develop or support, funded by Georgia Power?
- How many **meals or food packages** do you anticipate providing, funded by Georgia Power?

emPowering Community

- How many **community members** do you anticipate attending events funded by Georgia Power?
- How many **volunteers** do you expect to engage in programs funded by Georgia Power?
- How many **mentorships** do you intend to provide, funded by Georgia Power?

emPowering Education

- How many **students** do you anticipate benefiting from educational programs funded by Georgia Power?
- How many **students** do you anticipate benefiting from scholarships funded by Georgia Power?
- How many **educators** do you plan to train or provide resources to, funded by Georgia Power?

emPowering Environment

- How many educational **workshops** on environmental conservation do you plan to conduct, funded by Georgia Power?
- How many community clean-up **events** do you anticipate organizing with funding from Georgia Power?
- How many c**ommunity members** do you expect to participate in environmental awareness campaigns funded by Georgia Power?

Primary goal selection:
Please select the option from the dropdown menu that best describes the primary goal your project aims to achieve with Georgia Power funds.

N/A — Tracking other measurable

Measurable Estimate*
Provide an estimate of the measurable results you expect to accomplish.

No answer

If "N/A — Tracking other measurable" is selected, please describe another measurable you will provide an estimate.

Hall County estimates to fully refurbish 1 to 2 multi-surface county playgrounds or completely overhaul 3 to 5 medium to small park play areas with minor repairs. Depending on the highest need, and use the county will maximize the budget to repair and revive as much as possible.

Required Documentation

Board Member List

See Hall County 2026 BOC.pdf

Additional Supporting Documents

Please feel free to provide any additional documents to support your grant request.

No file uploaded

Board of Commissioners

Link: **Board of Commissioners**

Physical Address

2875 Browns Bridge Road
Gainesville, GA 30503

Phone Number
770-535-8288

Fax
770-531-3972

David Gibbs Commission Chairman	dgibbs@hallcounty.org	770-535-8288
Kathy Cooper District 1 Commissioner	kcooper@hallcounty.org	770-535-8288
Gregg Poole District 3 Commissioner	gpoole@hallcounty.org	770-535-8288
Billy Powell District 2 Commissioner	bpowell@hallcounty.org	770-535-8288
Jeff Stowe District 4 Commissioner	jstowe@hallcounty.org	770-535-8288

Hall County Government

INVOICE

INVOICE # 01 PRI27GAPOW
DATE: AUGUST 10, 2026

2875 Browns Bridge Road
Gainesville, GA 30504
770-297-5503

TO:
Georgia Power
2026 Georgia Power Grant and Sponsorship

SHIP TO:
Attn: Sommer Green
Hall County Grants Manager
2875 Browns Bridge Road
Gainesville, GA 30504
sgreen@hallcounty.org
770-297-5503

INVOICE #	DESCRIPTION	AMOUNT PAID	AMOUNT DUE
01 PRI27GAPOW	2026 Georgia Power Grant and Sponsorship	$0	$50,000.00

Total Amount Due $50,000.00

Make all checks payable to Hall County Government
If you have any questions concerning this invoice, contact Sommer Green, 770-297-5503, sgreen@hallcounty.org

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Hall County, Georgia

2 Business name/disregarded entity name, if different from above.

Hall County Board of Commissioners

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) **Government Entity**

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **N/A**

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Drawer 1435

6 City, state, and ZIP code

Gainesville, GA 30503

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

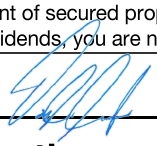
5	8	–	6	0	0	0	8	3	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1.23.2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

My Applications

Search by organization name or applica
6 statuses selected

Awaiting review

Application ID: 2655601

2026 Georgia Power Corporate Philanthropy

Sommer Green on behalf of Hall County, Georgia
Project Title: Safe Play for All: Hall County Playground Improvement Project
Requested Amount:
$50,000.00 USD

2026 Georgia Power Grant and Sponsorship Form

Submitted on Aug 10, 2026

Created on Aug 10, 2026

Manage

©2026 YourCause - GrantsConnect (2.152.0) (yumsxl) **Terms of Service** | **Privacy Policy**

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 554/2026

SUBJECT: Approve the payment services agreement for card processing payment services, CampLife, LLC reservations and sales platform to CampLife Pay (powered by Payrix) for Parks & Leisure Services; delegate authority to the Director of Financial Services to execute the aforementioned agreement on behalf of the Hall County Board of Commissioners. The estimated annual cost is $72,372.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: BH

Recommendation:
Approve

Purpose of Request:

Approve the payment services agreement for card processing payment services, CampLife, LLC reservations and sales platform to CampLife Pay (powered by Payrix) for Parks & Leisure Services; delegate authority to the Director of Financial Services to execute the aforementioned agreement on behalf of the Hall County Board of Commissioners. The estimated annual cost is $72,372.00.

History:

- Current payment processor utilizes an Interchange Pass-through + Assessments + 0.00% + $0.25 fee model.
- Current reservation platform will no longer be supported after December 31, 2026; time constraints exist.
- CampLife Pay utilizes a 2.7% card present and 2.9% card not present plus a $0.10 per transaction fee model.
- Additional Customer Support
- Municipality Addendum Included

Facts and Issues:

Options:

CampLife Pay powered by Payrix is CampLife's integrated payment processing solution designed to simplify and secure transactions. CampLife, LLC is constructing a new reservation and sales platform to be utilized by Hall County Parks and Leisure for campgrounds and day use parks.

Under section 3.10.030 E of the Hall County Purchasing Ordinance exempts this service from the formal bid process. After review, staff recommends this option as the the most advantageous for the County.

When compared to the County's existing vendor for credit card processing at the campsites, this will save the County approximately $28,000.00 per year.

Funding Requested	$ 72,372.00
Are funds within current budget?	Yes
Source of Funds	Parks Marina Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Final CampLife Pay Application Process Including Disclosures
Addendum

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 554/2026

Funds Requested: $ 72,372.00

Request Budgeted: Yes

Proposed Source of Funding:

Parks Marina Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	201-PARKS MARINA FUND	6180-PARKS MARINA	523600-DUES, FEES, & SUBSCRIPTIONS	$72,372.00

Budget Transfer Items:

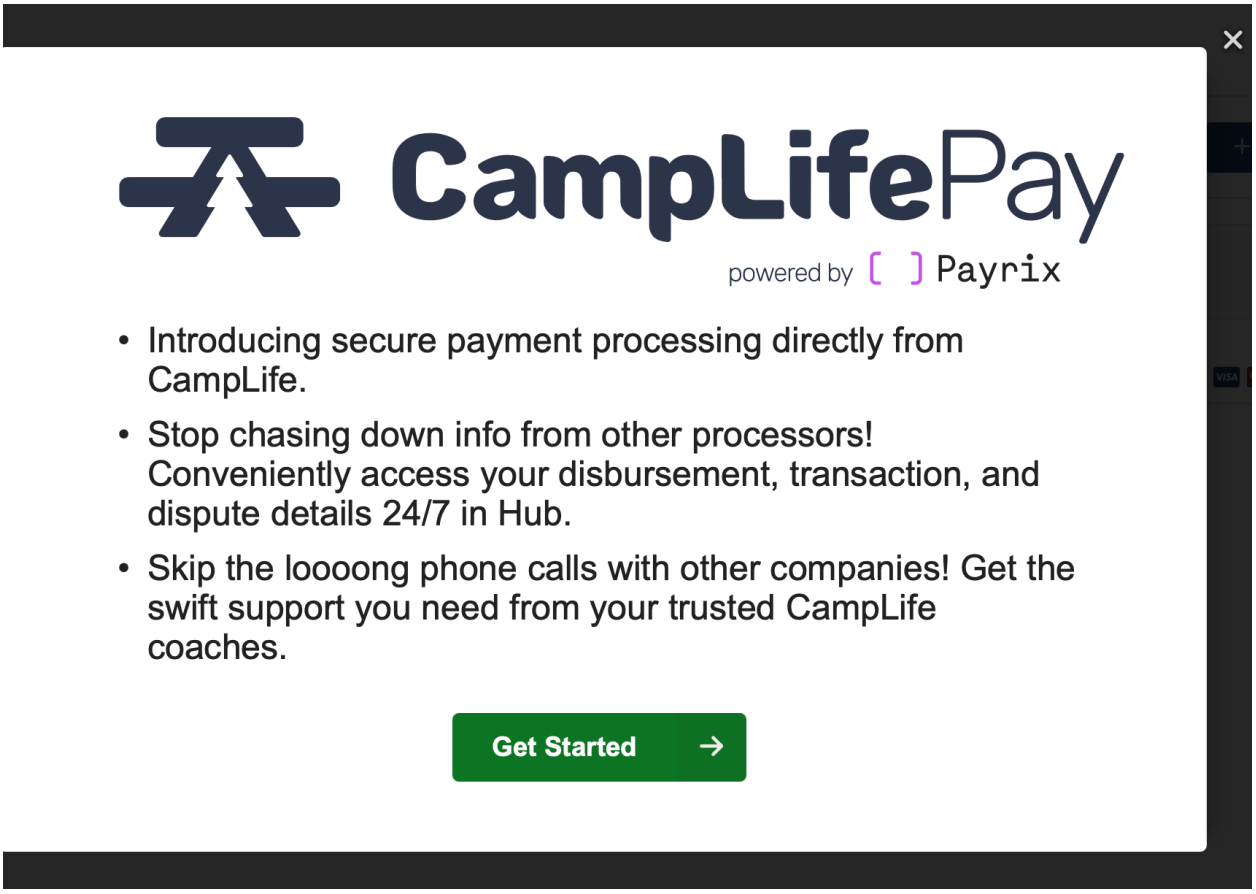
Additional Information/Comments:

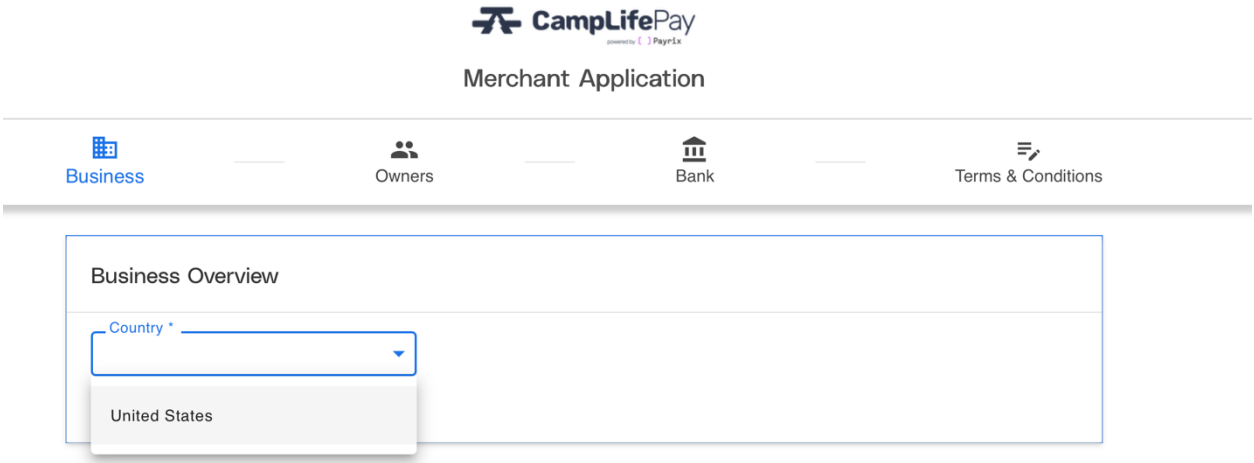
Contact for Questions: BH

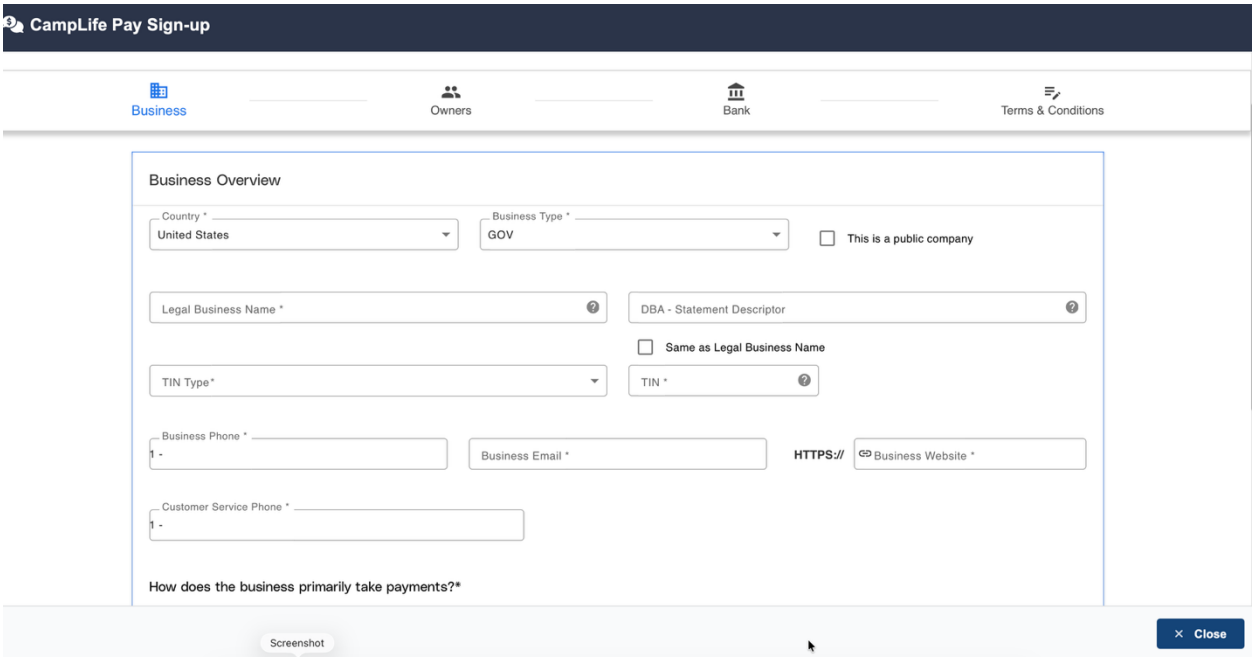
Phone: 678-997-5823

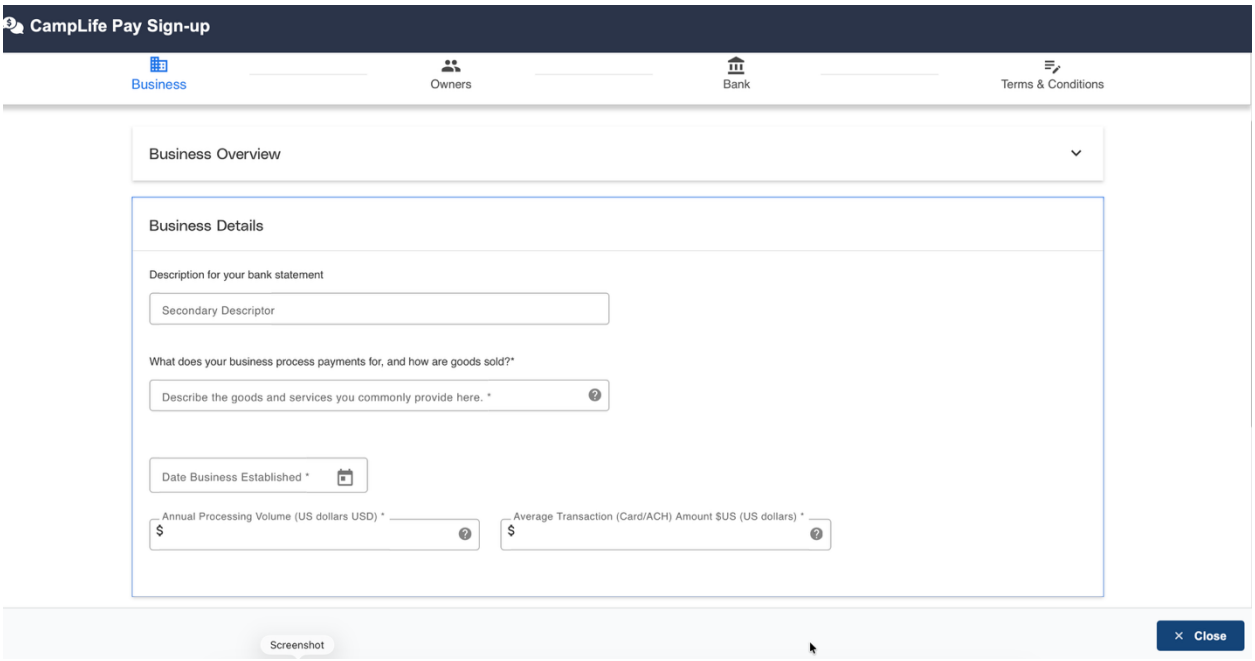
CampLife Pay Application Process—detailed instructions will be emailed to the admin applying for CampLife Pay.

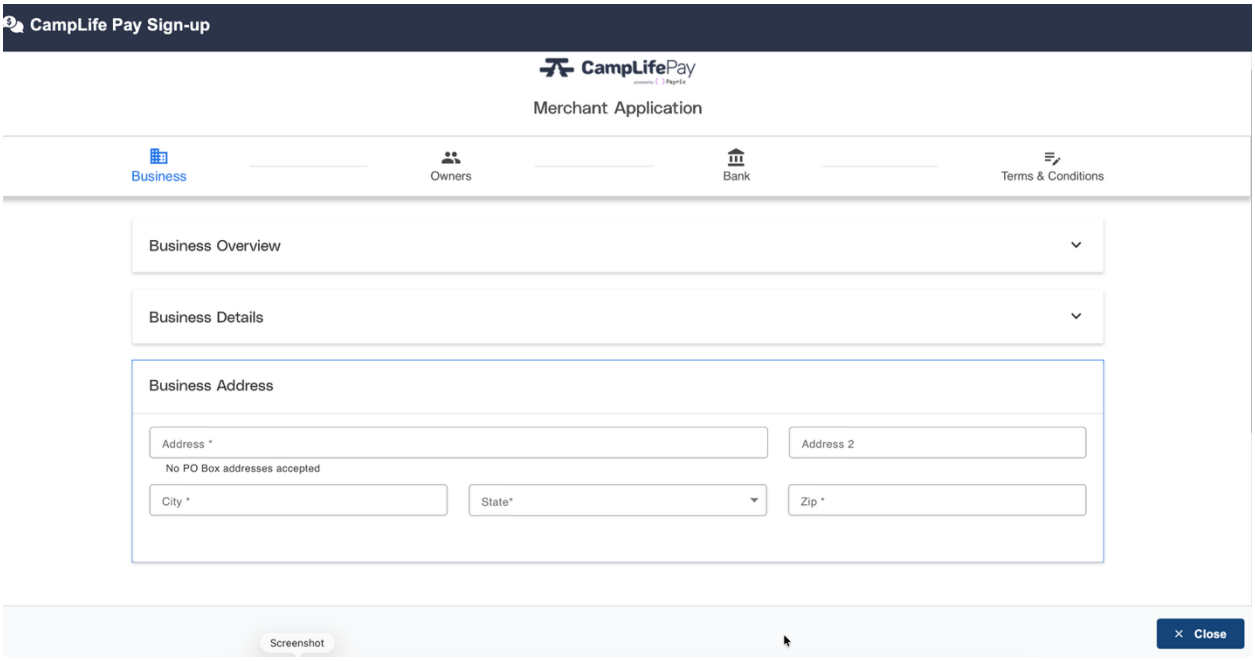
Below is a comprehensive collection of screenshots for the CampLife Pay online application. There are two documents at the end of the application that require a check off. Those are Bank Disclosure and Terms & Conditions. Those are in separate documents.

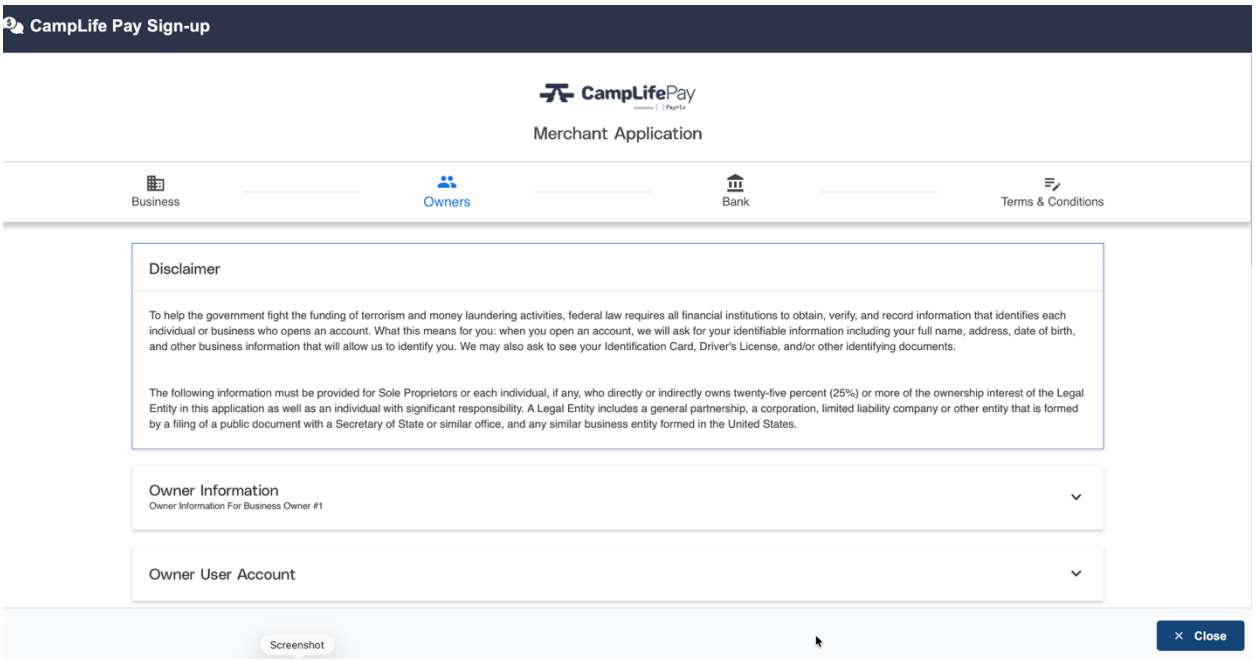


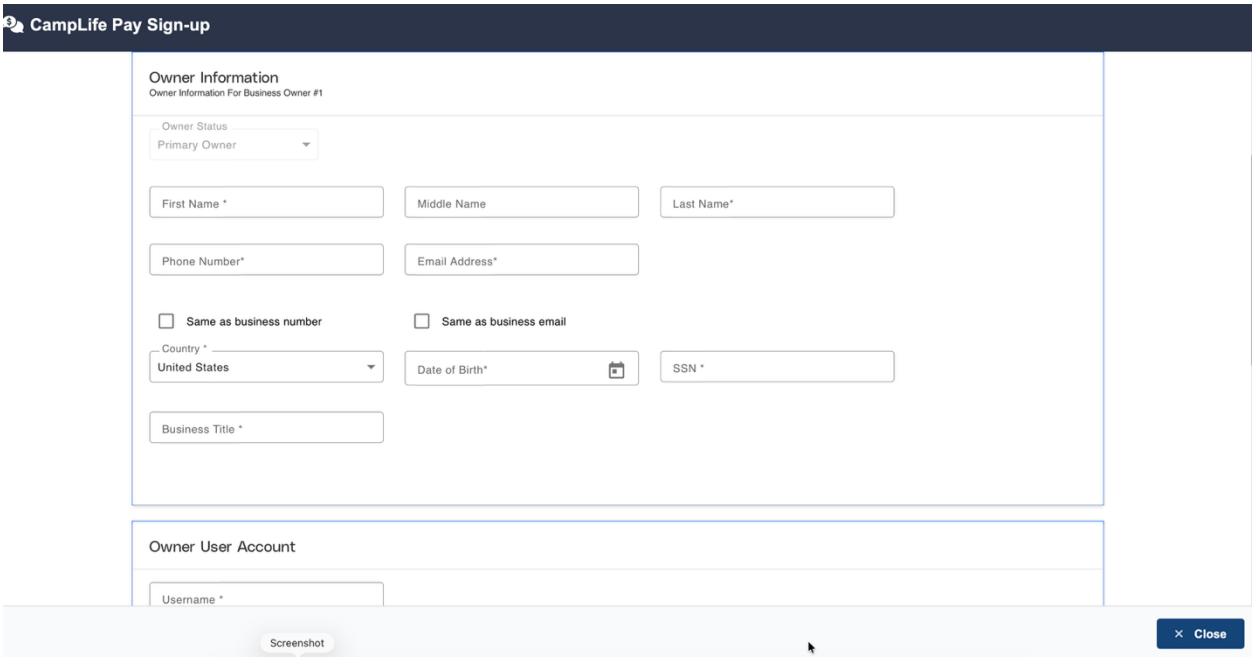

CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
Business Overview
Country *
United States


CampLife Pay Sign-up
Business
Owners
Bank
Terms & Conditions
Business Overview
Country *
United States
Business Type *
GOV
This is a public company
Legal Business Name *
DBA - Statement Descriptor
Same as Legal Business Name
TIN Type*
TIN *
Business Phone *
1 -
Business Email *
HTTPS://
Business Website *
Customer Service Phone *
1 -
How does the business primarily take payments?*
Screenshot
Close


CampLife Pay Sign-up
Business
Owners
Bank
Terms & Conditions
Business Overview
Business Details
Description for your bank statement
Secondary Descriptor
What does your business process payments for, and how are goods sold?*
Describe the goods and services you commonly provide here. *
Date Business Established *
Annual Processing Volume (US dollars USD) *
$
Average Transaction (Card/ACH) Amount $US (US dollars) *
$
Screenshot
Close

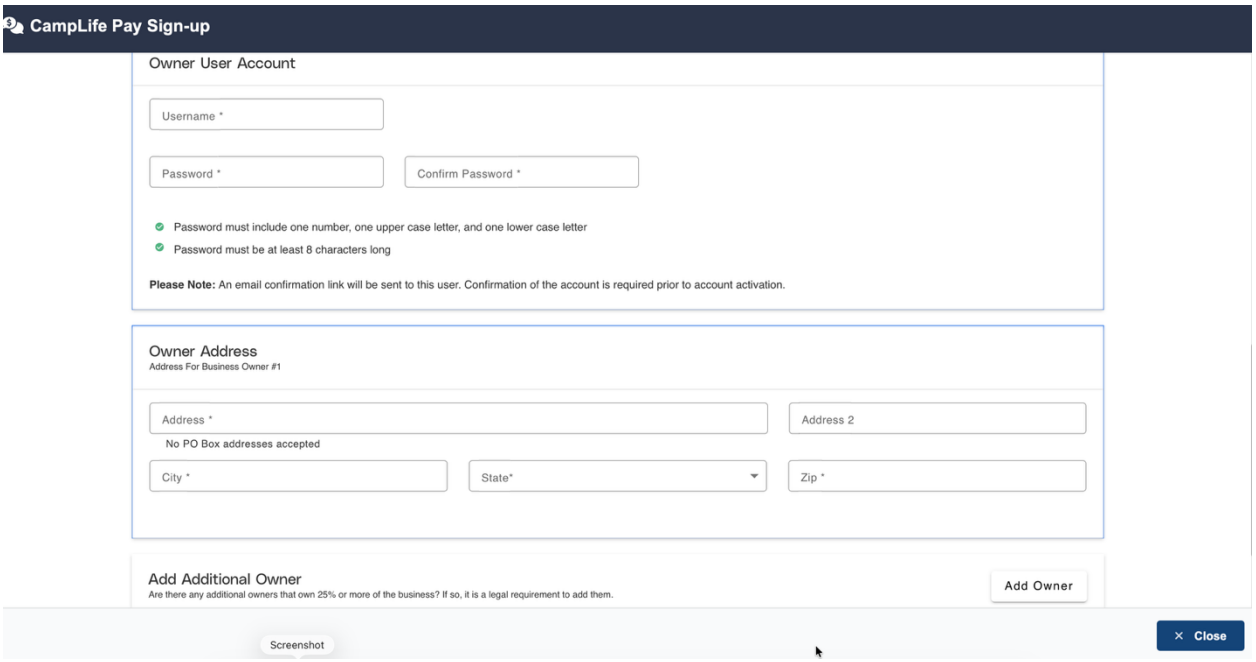

CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
Business Overview
Business Details
Business Address
Address *
No PO Box addresses accepted
Address 2
City *
State*
Zip *
Screenshot
Close

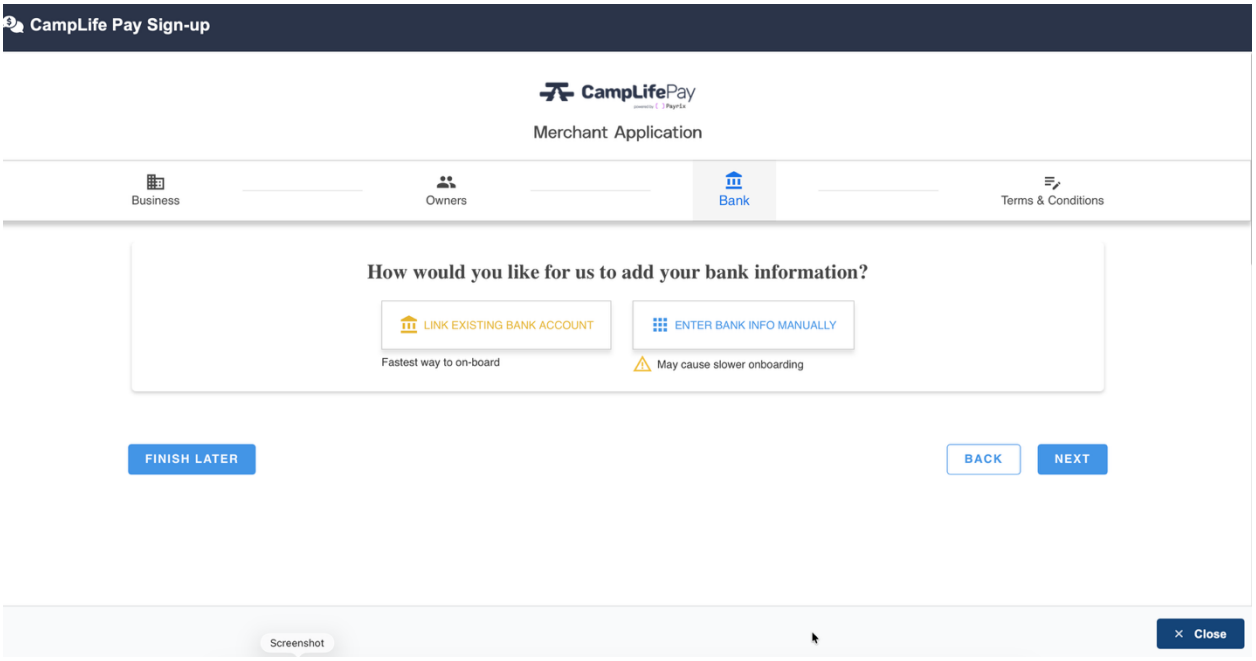


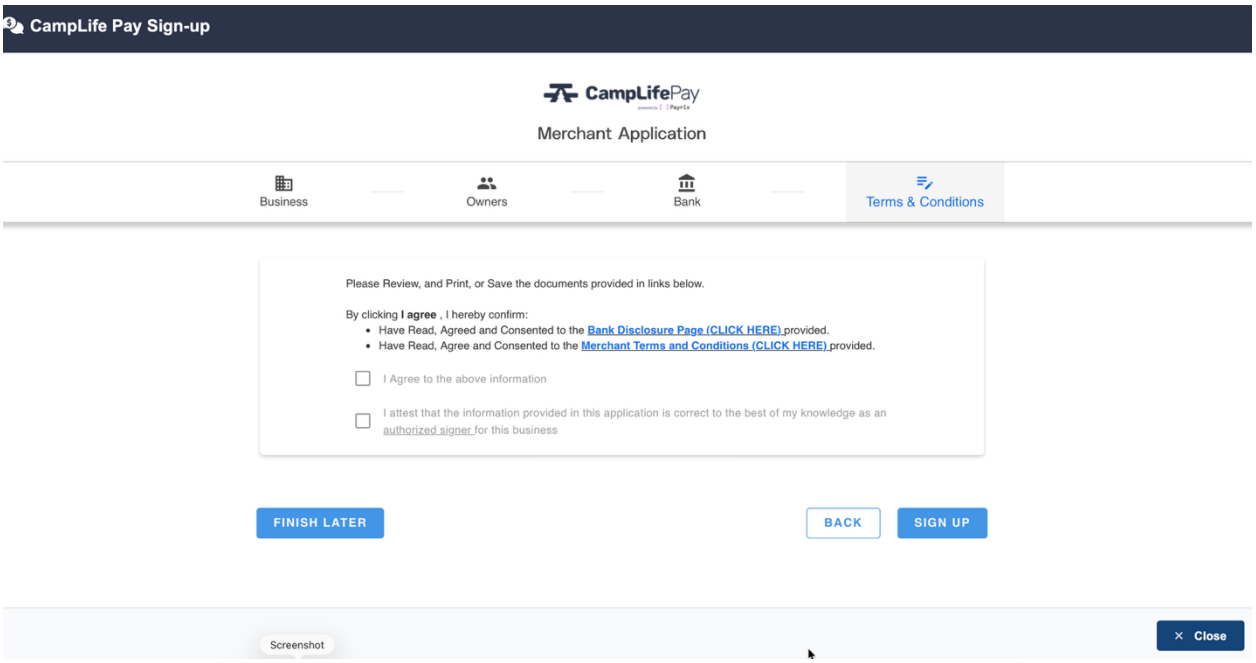


Additional note:

All numbers can be put in as 999-9999. Payrix may request a copy of the drivers license of the person applying just to confirm the identity of the person signing. They typically want to see that name on the website listed as a key individual. They may also request some type of documentation proving that the person has the authority to sign up the entity for credit card processing. This can be a job offer letter or a letter on letterhead from an officer of the entity.


CampLife Pay Sign-up
Owner User Account
Username *
Password *
Confirm Password *
Password must include one number, one upper case letter, and one lower case letter
Password must be at least 8 characters long
Please Note: An email confirmation link will be sent to this user. Confirmation of the account is required prior to account activation.
Owner Address
Address For Business Owner #1
Address *
Address 2
No PO Box addresses accepted
City *
State*
Zip *
Add Additional Owner
Are there any additional owners that own 25% or more of the business? If so, it is a legal requirement to add them.
Add Owner
Screenshot
Close


CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
How would you like for us to add your bank information?
LINK EXISTING BANK ACCOUNT
Fastest way to on-board
ENTER BANK INFO MANUALLY
May cause slower onboarding
FINISH LATER
BACK
NEXT
Screenshot
Close


CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
Please Review, and Print, or Save the documents provided in links below.
By clicking I agree , I hereby confirm:
Have Read, Agreed and Consented to the Bank Disclosure Page (CLICK HERE) provided.
Have Read, Agree and Consented to the Merchant Terms and Conditions (CLICK HERE) provided.
I Agree to the above information
I attest that the information provided in this application is correct to the best of my knowledge as an authorized signer for this business
FINISH LATER
BACK
SIGN UP
Screenshot
Close

Disclosures:

Terms And Conditions

PAYRIX SUB-MERCHANT AGREEMENT

Version: 3302026 Last Modified: 03-30-2026
PAYRIX SUB-MERCHANT AGREEMENT
TERMS AND CONDITIONS
These terms and conditions are part of the binding Agreement between Payrix and Sub-Merchant. Capitalized terms used in this Agreement not otherwise defined herein are defined in the Gl
ossary set
forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:
1. 1. Payrix
Services. The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate. The Payrix Services additionally include the services set forth in Addendum A – General Services Addendum.
1. 2.
Account. So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.

1. 3. Prohibited Merchants. All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.
1. 4. Prohibited Activities. It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site

search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sub-license any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.

1. 5.

Application. On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its Guarantor (if required by Payrix) and principals. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity. Sub-

Merchant will elect on the Application to accept (full acceptance) or not accept (limited acceptance) Cards for payment. A full acceptance Sub-Merchant will accept all valid Cards unless Sub-Merchant provides thirty (30) days written notice to Payrix requesting limited acceptance and stating Sub-Merchant's election of Card types. Limited acceptance is not applicable to non-US issued Cards and is in all instances subject to the Rules. Sub-Merchant will prominently display Card signage provided by Payrix in its place(s) of business and the type of signage displayed will be in accordance with the Payment Networks accepted by Sub-Merchant and if Sub-Merchant participates in full or limited acceptance.

1. 6. Customers. Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal. If Sub-Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying itself and its Transactions, issuing any required reports and receipts, and making any required tax or other filings.

1. 7

. Payrix Regulatory Status. Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.

1. 8. Platform Services and Third Party Servicers. Payrix assists in enabling Platforms to help Sub-

Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data

contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Sub-Merchant acknowledges and agrees that, with respect to any provision of this Agreement that expressly applies to the Platform (including this Section 8), the Platform shall be deemed an intended third-party beneficiary of such provision and shall have the right to enforce such provision directly against Sub-Merchant as though it were a party to this Agreement. Except as expressly set forth herein, no other rights, remedies, or obligations are conferred upon or imposed on the Platform under this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third Party Servicer. It is ultimately Sub-Merchant's responsibility to ensure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.

1. 9. Equipment/Third Party Services.

The following provisions apply if Sub-Merchant elects to
purchase supplies or purchase, rent, or otherwise use equipment from Payrix at any time:

1. (i) Equipment Terms of Use and Sale. As requested by Sub-Merchant and upon Payrix's approval, Payrix may lease, rent, sell or otherwise provide Equipment to Sub-Merchant in connection with this Agreement. Sub-Merchant agrees that Payrix may substitute a comparably valued device making up the Equipment in the event the device Sub-Merchant selected is out of stock or otherwise not currently available to Payrix and/or if Payrix reasonably believes that the requested Equipment is not compatible with Sub-Merchant's POS software or other equipment. Except as otherwise set forth in (ii) of this Section below, Sub-Merchant acknowledges that Payrix provides the Equipment to Sub-Merchant on an 'as is' basis, with no representations or warranties. Sub-Merchant agrees to release and hold Payrix harmless from any claims relating to any breach of manufacturer's or third party's warranties and that Payrix is not liable to Sub-Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from inoperable, defective or otherwise non-working Equipment. Sub-Merchant is solely responsible for complying with the Payment Network Rules and applicable laws regarding Sub-Merchant's use of the Equipment.

1. (ii) Equipment Support. Payrix agrees to provide limited technical support for installation and operation of the Equipment and to deliver to Sub-Merchant any available product warranties provided by the manufacturer of the Equipment or other third party. Payrix has no liability or responsibility for fulfilling the terms of the manufacturer or other third-party warranties, if any. Sub-Merchant's sole recourse relating to the manufacturer or other third-party warranty shall be through the manufacturer or, as applicable, the third party. Payrix or the Platform may assist Sub-Merchant in the repair or replacement of the Equipment, if necessary, as determined by Payrix or Platform, and subject to additional charges and/or required documentation. If Payrix or the Platform replaces the Equipment pursuant to the

above sentence, Sub-Merchant agrees to return the original Equipment, at Sub-Merchant's sole cost and expense, within ten (10) calendar days of Sub-Merchant's receipt of the replacement Equipment.

1. (iii) Use of the Equipment. The operating instructions will instruct Sub-Merchant in the proper use of the Equipment, and Sub-Merchant shall use and operate the Equipment only in such manner. Sub-Merchant agrees that Sub-Merchant will not acquire any title or proprietary right to any Equipment leased, rented, or otherwise provided free of charge by Payrix or Platform. Sub-Merchant will protect all such Equipment from loss, theft, damage or any legal encumbrance and will allow Payrix or Platform or other Payrix's designated representatives reasonable access to Sub-Merchant's premises for repair, removal, modification, installation and relocation of the Equipment. Payrix's suppliers, including where applicable, Platform, are intended third-party beneficiaries of this Agreement to the extent any terms pertain to Payrix's suppliers' ownership rights. Payrix's suppliers have the right to rely on and directly enforce the applicable terms of this Agreement against Sub-Merchant. Except for Equipment Sub-Merchant purchases, Sub-Merchant shall not permit the Equipment to be used by any other person or entity or at any address other than Sub-Merchant's address set forth in the Sub-Merchant Application without Payrix's express

written consent. With respect to any item of Equipment Payrix or Platform provides to Sub-Merchant, Sub-Merchant will not be liable for normal wear and tear, provided, however, that Sub-Merchant will be liable to Payrix in the event that an item of Equipment is lost, destroyed, stolen or rendered inoperative. Sub-Merchant agrees that Sub-Merchant's indemnification obligations under this Agreement apply to Sub-Merchant's use of the Equipment. Any unused equipment in its original packaging purchased from Payrix hereunder may be returned to Payrix at Sub-Merchant's expense within sixty (60) calendar days of receipt. Sub-Merchant shall receive a refund of any money paid, exclusive of shipping charges, in connection therewith subject to a re-stocking fee of an amount equal to twenty percent (20%) of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) calendar days.

1. (iv) Software. Sub-Merchant acknowledges that any Equipment provided under this Agreement is embedded with proprietary technology ("Software"). Sub-Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, Payrix or Payrix's suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Sub-Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, and/or create any derivative work based on such Software. Sub-Merchant's use of such Software shall be limited to that expressly authorized by Payrix. In the event the Equipment requires additional Software, Sub-Merchant is obligated to cooperate with Payrix and Platform for the receipt and installation of such Software and/or to participate in a dial in or other down-load procedure.

1. (v) Fees and Discontinued Use of Equipment. Sub-Merchant agrees to pay the lease, rental, and other fees and costs set forth in the Application or any order form or amendment or addendum to the Agreement, from the date on which the Equipment is provided to Sub-Merchant and continuing thereafter as provided in this Agreement. Furthermore, for any Equipment provided to Sub-Merchant not included in the Application, order form,

amendment, or addendum, Sub-Merchant agrees to pay the suggested retail price or Payrix's standard list price for the Equipment as invoiced to Sub-Merchant by Payrix or Platform. If Payrix or Platform provides Sub-Merchant Equipment at no cost, or Sub-Merchant rents or leases Equipment from Payrix, within fourteen (14) calendar days from the earlier of: (i) the end of the lease or rental term; (ii) upon such time that Sub-Merchant discontinues transmitting Customer Transactions through the Equipment to Payrix for a period of thirty (30) calendar days; or (iii) Sub-Merchant not submitting a transaction to Payrix within thirty (30) calendar days of the date Payrix provides Sub-Merchant the Equipment, Sub-Merchant agrees to, either: (a) return the Equipment to Payrix or Platform at Sub-Merchant's sole cost and expense, if so instructed by Payrix; or (b) otherwise pay the equipment non-return/non-use fee of up to $999.00 per device unless expressly otherwise agreed in writing. In the event Sub-Merchant discontinues transmitting customer transactions through the Equipment to Payrix for a period of thirty (30) calendar days within the initial term of the lease or rental, Sub-Merchant agrees that the monthly lease or rental fee set forth in the Application shall apply for the remainder of such initial term which monthly lease or rental fee will be accelerated and immediately charged to Sub-Merchant.

1. 10. Credit Check Consent; Financial Information. In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to: any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting

agency may not give out information about Sub-Merchant to Payrix without Sub-Merchants' written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-

Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.

1. 11. Fees. Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s), or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.

1. 12. Transaction Authorizations. Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed $10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools,

Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain

in full force and effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.

1. 13. Settlement. Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant's legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant's perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant's bank account(s).

1. 14. Sub-Merchant Transaction Disclosure and Privacy Policy. Sub-Merchant must not: (i) require a Customer to complete a postcard or similar device that includes the Customer's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) asses a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) request or use a card account number for any purpose other than as payment for its goods or services; (v) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency (in this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant); (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if

the initial ACH Transaction was returned for insufficient or uncollected funds (Sub-Merchant may pursue payment from the Customer outside the Payrix Services); (ix) accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (x) enter into interchange a Transaction that represents collection of a dishonored check; (xi) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xii) change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiii) request a Card Verification Value2 ("CVV2") for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xiv) submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.

1. 15. Reserves. Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, unshipped Product and/or unfulfilled services, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant grants Payrix a security interest in and lien on any and all funds held in any Reserve, and also authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant will execute any additional documentation required for Payrix to perfect Payrix's security interest in any funds in the Reserve. This security interest survives

for as long as Payrix holds funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

1. 16. Customer Data Security and Compliance. If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for

security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes.

1. 17. Taxes. Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.

1. 18. Refunds and Returns. Sub-Merchant agrees to process returns of and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.

1. 19. Chargeback Liability. The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction or other reasons under the NACHA Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or

any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

1. 20. Recoupment of Funds

Owing to Payrix. Where amounts are owing from Sub-Merchant to Payrix hereunder, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third party collection agent.

1. 21. Escheatment. If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.

1. 22. Recordkeeping. Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all

Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.

1. 23. Term and Termination. The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.

1. 24. Marks/IP. Sub-Merchant may use the trademarks and service marks of Payrix, and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not

expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.

1. 25. Indemnification. Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including

without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials provided by Sub-Merchant directly or indirectly by and through its Third Party Servicers. Any indemnification obligation of Sub-Merchant arising in connection with this Agreement shall apply to the maximum extent permitted by applicable law.

1. 26. Sub-Merchant Representations. Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vi) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (vii) except in the ordinary course of business, no Transaction submitted by Sub-Merchant through the Payrix Services will represent a sale to any principal, partner, proprietor, or owner of Sub-Merchant entity; and (viii) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

1. 27. No Warranties. THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

1. 28. Limitation of Liability. PAYRIX, ITS PROCESSOR and Bank SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S and Bank's LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED $10,000. PAYRIX, ITS PROCESSOR and Bank SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III)

DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYRIX SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S

DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICERS, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) Bank, PAYRIX OR ONE OF Payrix's SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

1. 29. Direct Merchant Status. Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than $1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at https://portal.payrix.com/terms, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) $1,000,000 in a rolling twelve month period, or (2) $100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the American Express Program requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.

1. 30. Sub-Merchant Obligations with Respect to ACH Transactions. Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:

1. (i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.
2. (ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.
3. (iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.
4. (iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall

promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.

5. (v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an “Originator” under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have “commercially reasonable” processes in place that validate routing numbers and verify that its Customer’s bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.

6. (vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.

1. 31. C

onfidentiality. Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank

and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant’s duties and obligations hereunder. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this Section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this Section specifically enforced, and Sub-Merchant’s breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this Section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

1. 32. Governing Law Jury Waiver and Class Action Waiver

. This Section applies to Sub-Merchant, any Guarantor, or any other party who claims an interest in this Agreement.

1. (i) The Agreement and any dispute, difference, controversy, or claim directly or indirectly arising out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) shall be governed by and shall be construed, resolved, and enforced in accordance with the Laws of the State of Ohio without regard to that state’s choice-of-law provisions or principles. The parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts located in Cincinnati, Ohio or Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement. EACH PARTY WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. Where Sub-Merchant or Payrix are not able to resolve a dispute with American Express, or a claim against Payrix or any other entity that American Express has a right to join, the American Express Program requirements set forth below in these terms and conditions will apply.

1. (ii) THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR TO CONSOLIDATE INDIVIDUAL CLAIMS INTO A SINGLE PROCEEDING. THIS WAIVER APPLIES TO ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER CONSUMER PROTECTION LAWS, ANTITRUST LAWS, OR ANY OTHER APPLICABLE LAWS.

1. 33. Limitation on Time to Initiate a Dispute

. Unless otherwise required by law, an action or proceeding by Sub-Merchant relating to any dispute or claim by Sub-Merchant hereunder must commence within one year after the cause of action accrues failing which Sub-Merchant foregoes any rights in respect thereof.

1. 34. Amendment of Agreement. Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such

other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. If Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted

the change(s) and/or addition(s). This Agreement may also be amended by written agreement between the parties hereto.

1. 35. Independent Contractors. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.

1. 36. Guaranty. If an individual executes this Agreement on behalf of Sub-Merchant as a guarantor following a request by Payrix, then such individual personally guarantees performance by the Sub-Merchant hereunder, shall be deemed to be a Guarantor for all purposes, and shall be joint and severally liable with Sub-Merchant for all liabilities of the Sub-Merchant hereunder.

1. 37.Assignment. The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.

1. 38. Electronic Signatures,

Notices and Electronic Communication. When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic

documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees: (i) that the Agreement and related documents shall be effective by electronic means; (ii) to be bound by the terms and conditions of this Agreement and related documents; (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents; and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant’s credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other

communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, support@payrix.com, and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this Section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery.

1. 39. Whole Agreement; No Waiveever; Srability. No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Furthermore, if Sub-Merchant is a governmental entity, its obligations under this Agreement are subject to the limits or restrictions that may be provided in applicable state and local rules or laws. Except as otherwise expressly set forth in the contrary, nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

1. 40. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.

1. 41. Special Association Considerations.

There are a few special rules regarding your
participation in the Discover and American Express Card programs.
1. A. Discover.
Payrix has no liability for not processing or settling a retained Discover
merchant's Discover Cards (as defined by Discover).
2. B. American Express.
The following terms apply only to Sub-Merchant's American Express
Program (see the American Express Merchant Operating Guide, which can be located at
http://www.americanexpress.com/merchantopguide for capitalized terms).
1.
2.
3.
i. Exchange of Information. Sub-Merchant authorizes Payrix to exchange
transaction and settlement information with American Express on Sub-
Merchant's behalf.
ii.
American Express Program Terms. Sub-Merchant agrees to comply with the
American Express Program terms provided in the Rules Summary, and the
American Express Merchant Operating Guide, which can be located at
http://www.americanexpress.com/merchantopguide.
iii. Disclosure and Use of Information. Payrix may disclose Transaction Data,
Sub-Merchant Data, and other information about Sub-Merchant to American
Express. American Express may use the disclosed information for any lawful
business purpose.

4.
iv. Direct Card Acceptance. In the event Sub-Merchant Charge Volume exceeds
(1) $1,000,000 in a rolling twelve month period, or (2) $100,000 in any three
consecutive months ("High CV Merchant"), American Express may convert Sub-
Merchant to a direct Card acceptance relationship. Upon conversion, Sub-
Merchant will be bound by American Express' then-current Card Acceptance
Agreement and corresponding pricing and fees.
5.
v.
Bona Fide Sales, Encumbrances, Assignment. Sub-Merchant shall only sell
b ona f i d e goods and services at its establishment(s). Sub-Merchant Card
transactions shall be free of liens, claims, and encumbrances, other than
ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it
is due under the Agreement to a third party. However, Sub-Merchant may sell
and assign future transaction receivables to Payrix or Payrix's affiliated entities
and/or any other cash advance funding source Payrix (or its affiliates) partner
with.
6.
vi. Third Party Beneficiary. This Agreement confers third party beneficiary rights
in American Express for enforcing terms against Sub-Merchant. It imposes no
obligations on American Express.
7.
vii.
Opting Out. Sub-Merchant may opt out of accepting American Express
Cards in writing without affecting Sub-Merchant's rights to accept other
payment products.
8.
viii. Termination. Payrix may terminate Sub-Merchant's right to accept American
Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American
Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or
any other activity justifying termination.
9.
ix. Right to ill and Collect Chargebacks. Sub-Merchant may not bill or collect
from any American Express cardholder for any purchase or payment on the
Card unless chargeback has been exercised, Sub-Merchant has fully paid for
the charge, and Sub-Merchant otherwise has the right to do so.
10.
x. Removal
of Licensed Marks. Sub-Merchant agrees to remove any American
Express Licensed Marks from its website or any other location when its
participation in the Program ends.
11.

xi. Refund Policies. Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.
12.
xii. Participation under American Express Program or EA Program. If Sub-Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.
1. 42. Glossary.
"ACH" means the Automated Clearing House.
CH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.
"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.
"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.
"American Express" means American Express Travel Related Services Company Inc.
"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.
"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks."
Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.
"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.
"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services."Customer" means a client, customer or donor of Sub-Merchant.
"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.
"Discover" means Discover Financial Services, Inc.
"Equipment" means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprinters, authorization terminals and other similar devices, printers, software, and credit card authenticators.
"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.
"Fees" means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.
"Guarantor" means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.
"Mastercard" means Mastercard International Incorporated.\
"NACHA" means the National Automated Clearinghouse Association.
"NACHA Rules" means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended or modified from time to time.
"Payment Network" means Visa, Mastercard, Discover, American Express, NACHA and such other

payment networks as Payrix indicates are compatible with the Payrix Services.

“Payment Network Rules” means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.
“Payrix” means Payrix Solutions, LLC and its successors and assigns.
"Payrix Services" means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.
“PCI DSS” means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.
"Penalties" means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant’s (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.
"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
“Platform” means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.
“Platform Fees” are those fees occurring in connection with Sub-Merchant’s use of a Platform.
"Processor" means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. The Payrix current Processor is Worldpay, LLC with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249.
"Product" means any product or service offered for sale or sold by Sub-Merchant.
"Prohibited Activity" means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.
“Reserve” means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.
“Return” means the return of an ACH Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.
“Reversal” means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.
"Rules" means the Payment Network Rules and the NACHA Rules.“Service Delivery Process” means Payrix’s then standard methods of communication, service and
support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.
"Site" means www.payrix.com.
“Sub-Merchant” means the Person accepting the Agreement and receiving Payrix Services thereunder.
“Third Party Sender” has the meaning assigned to such term in the NACHA Rules and includes a third party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

"Third Party Servicer" means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.
"Transaction" means an ACH Transaction or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.
"Visa" means Visa U.S.A., Inc., Visa International.
Prohibited Activity Schedule
“Prohibited Activity” means: any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers’ clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia,

pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; investment or “get rich quick” merchants, businesses or programs; l marijuana dispensaries and related products or services; marketing activities involving “pay only for shipping” and/or “free trial” periods; medical equipment; multi-level marketing businesses, pyramid or Ponzi schemes; merchants using negative options, , or similar continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; and internet auctions. In addition and included as a Prohibited Activity, merchant may not use the Payrix Services for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others, this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose,

or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Payrix, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Payrix or Payrix’s business partners; sending or receiving what Payrix considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Payrix; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Payrix may use evidence other than merchant account information to determine whether merchant controls an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Payrix to be unauthorized, illegal, or criminal.

PAYRIX SUB-MERCHANT AGREEMENT ADDENDUM A

Version: 072023 Last Modified: 09-01-2023

This General Services Addendum including all exhibits, schedules, and supplemental addenda hereto and all documents and materials referenced herein ("Addendum A") will be an addendum to the Payrix Sub-Merchant Agreement (the "Agreement") between Payrix and Sub-Merchant in accordance with the provisions as set forth in the Agreement. As used in this Addendum A, the term Processor may be used for Payrix where Processor has contracted with Payrix to assist Payrix in delivering the Payrix Services. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any Application and/or Fee Schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services

A. Terms and Conditions

(i) SaferPayments Basic – is a bundle of security services offered by or through Payrix that are intended to address the risks associated with accepting, transporting and storing cardholder data within and throughout the Sub-Merchant's environment in accordance with Payrix's standards, which Payrix may change from time to time in its sole discretion. PCI Level 4 as well as certain PCI Level 3 Sub-Merchants must validate adherence to PCI DSS which, in part, can be achieved through participation in one of the following bundles: SaferPayments Basic or SaferPayments Managed. Notwithstanding anything to the contrary in this Agreement, Payrix may enroll Sub-Merchant in SaferPayments Basic at any time in Payrix's sole discretion. Sub-Merchants may elect to enroll into SaferPayments Managed at their own discretion. Additionally, Card Not Present PCI Level 4 Sub-Merchants may also select and buy separately:

• Tokenization Management Solutions (TMS)
• OmniToken
• eProtect
• Legacy Tokenization Solutions

(ii) Safe
rPayments Managed – is a subscription service whereby a third party will assist with the management of Sub-Merchant's PCI compliance and provide access to certain Cyber Security Tools under a separate agreement. As part of Sub-Merchant's PCI compliance subscription Sub-Merchant will be eligible to receive telephone and email support in relation to:

a. the completion of the PCI self-assessment questionnaire;
b. Sub-Merchant attestation of compliance with PCI DSS; and
c. ASV scans (where there is a PCI DSS compliance scan requirement). If required, this includes quarterly scan scheduling report and management.

If at any time Sub-Merchant elects to opt out of the SaferPayments Managed bundle, Sub-Merchant will be enrolled into SaferPayments Basic to help validate adherence to PCI DSS. If Sub-Merchant has already become PCI DSS compliant through the managed compliance support offered in SaferPayments Managed, Sub-Merchant is subject to a one-time cancellation fee up to $99.00. If Sub-Merchant has downloaded cybersecurity tools offered through the program, these tools will be disabled.

(iii) Non-Validation Fee
(NVF) / Non-C
ompliance Fee
(NCF) – In alignment with Section 16 of the Agreement Terms and Conditions, Sub-Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Payrix will result in a NVF/NCF being assessed. Active Sub-Merchants will have a 60-day grace period to validate and report compliance validation status. Sub-Merchant's compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Sub-Merchant has failed to report the status or has reported a failed status and will not be assessed once Sub-Merchant meets compliance requirements.

(iv) Security Services – Sub-Merchant may utilize the services and products in this Section 1 of the Addendum ((individually and collectively, the "Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Sub-Merchant bears all risk and responsibility for conducting Sub-Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank rules, the Payment Network Rules, and the Laws. Accordingly, Sub-Merchant's use of Security Services is at Sub-Merchant's own risk. Processor's decision to offer Security Services will not limit Sub-Merchant's duties and obligations contained in this provision or the Agreement. Neither Payrix nor Processor warrants or guaranties that use of the Security Services , in itself, will: (i) result in Sub-Merchant's compliance with Bank rules, Payment Network Rules, and/or Laws; (ii) prevent any and all unauthorized breaches of Sub-Merchant's terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Sub-Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Sub-Merchant will not, and will have no

right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.
(v) EMV Support – Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 Sub-Merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Payrix is enabled to process in-store EMV transactions to help reduce fraud liability.
(vi) EMV Non-Enabed Fee
- The EMV Non-Enabled Fee is applicable if Sub-Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Sub-Merchant's MCC as determined by Payrix. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(vii) Breach Assistance
– In the event Sub-Merchant is enrolled in the Breach Assistance Program ("BAP") offered by Payrix through SaferPayments or otherwise, the indemnification required by Sub-Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Payrix in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Sub-Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Sub-Merchant to review at www.RoyalGr
oup Services.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.
(viii) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Payrix's service offering availability requires alignment between the encryption technology deployed within the Sub-Merchant's terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Sub-Merchant's sole expense) and may not be supported on all terminals/equipment.
Sub-Merchant acknowledges and agrees that encryption functionality is required and may require Sub-Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Sub-Merchant also acknowledges that provision of Payrix's service offering to Sub-Merchant may require a corresponding decryption technology license and that Payrix's service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Payrix maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.
The value proposition associated with encrypting and decryption payment data (i.e., affects to Sub-Merchant's risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Payrix has identified three different Encryption service offerings:
• Card Data Encryption – risk reduction, no scope reduction
• Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
• Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions
Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Payrix within Payrix's and/or Processor's data systems.
Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Payrix's or its Processor's authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).
(ix) Tokenization – Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token", also known as a TokenID or payment account identifier ("PAI") value). Using the Token, Sub-Merchant can bill a card on file and/or schedule automatic payments, enabling the Sub-Merchant to securely process transactions from payment account records.
Deliverables of the tokenization service include; (1) the creation of tokens and (2) the recognition and use

of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data for certain of the token services will be maintained in Processor's systems.

Card data can include Card number and expiration date however is dependent on what the Sub-Merchant software passed to the Processor when creating the token. For Sub-Merchants using detokenization services, those services will re-introduce card data into Sub-Merchant's processing environment and may change the scope of Sub-Merchant's PCI DSS scope. As such, the Sub-Merchant should conduct a complete assessment with a qualified PCI accessor to determine the impacts of using a detokenization service process. Sub-Merchant access to the tokenization service requires integrating and certifying systems to token services using Processor's appropriate message specification. Message specifications are limited to those that exist in Payrix's and Processor's current Service offering. The Parties agree that the scope of the tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Sub-Merchant to support tokenization services. Payrix or Processor may terminate provision of the tokenization services on 30 days prior written notice to Sub-Merchant for any or no reason; or immediately (a) if Sub-Merchant is in material breach of its obligations under the Agreement, including these tokenization service terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the tokenization service to Sub-Merchant could create a substantial economic or technical burden or material security risk for Processor. Payrix and Processor have identified the following types of tokenization services that may be included in the Security Services.

• Token Management Solutions (TMS) comprised of TMS - Delegate, TMS -Network Payment Token (NPT) which may include Revenue Boost (a managed solutions using NPT), and TMS – Security Token. TMS - Delegate is a Token with a feature for conversion of the Token back into card data for use with third party processors so that Sub-Merchant may use one token vault for Processor and one or more other processors (Processor acts as a token exchange service for Sub-Merchant with third parties, such as a payment processor). TMS – NPT is a Payment Network Token issued in accordance with the EMV payment tokenization specification technical framework of a participating Payment Network and which may include the managed solution, Revenue Boost, where offered to Sub-Merchant upon separate terms and pricing. TMS – Security Token is a Token issued by Processor in accordance with its specifications and requirements.

• OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor's different platforms.

• eProtect is a two-part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Sub-Merchant's eCommerce website. Sub-Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Sub-Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must

subsequently be submitted to the Processor's processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see tokenization service below). Sub-Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Sub-Merchant is subject to Sub-Merchant completing integration and certification efforts with Processor. Sub-Merchant acknowledges that eProtect will result in Sub-Merchant automatically being enrolled in the Payrix or its Processor's tokenization service.

"Registration ID / Low Value Token" means a low-value token which expires in 24 hours. A Registration ID / Low Value Token is used within 24 hours to exchange for a high value token or token that can be used for card on file or recurring transactions.

• Legacy Tokenization Services are tokenization services historically provided on Payrix affiliate platforms that may apply for Sub-Merchants whose accounts are converted to Payrix from such affiliate platforms. Such legacy tokenization services may have limited availability or functionality.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Sub-Merchant for the use of each service.

• "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request

• "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction

• "Graphical User Interface (GUI) Tokenization" is provided for Sub-Merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).

• "Batch Tokenization" / "Batch Detokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data and will mean the process of receiving a file that includes multiple values, performing the tokenization / detokenization process as appropriate for each

value and returning a response file that includes the corresponding appropriate value.
Upon tokenization services termination, Sub-Merchant will have 30 days to request, via written request to Payrix, a batch de-tokenization of the Sub-Merchant's token store, located within the Sub-Merchant's systems. For purposes herein, batch de-tokenization will mean the process of the Processor receiving a file from Sub-Merchant that includes multiple token values, Processor performing the de-tokenization process for each token value and Processor returning a response file to Sub-Merchant that includes the corresponding card values for each token. After 30 days, Processor will no longer be responsible for maintaining the data necessary to de-tokenize Sub-Merchant's token store or able to guarantee availability of data. Upon mutual agreement, Payrix or Processor may offer the Sub-Merchant de-tokenization data management Services under a separate agreement to support the token store after the termination of the current agreement supporting tokenization services. Notwithstanding anything to the contrary in the Agreement, dependent on the tokenization service available to Sub-Merchant, Cardholder data may not be maintained in Processor's systems and, as such, Processor may not have the data necessary to convert Tokens back to Cardholder data. As part of the de-tokenization, Payrix or Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Sub-Merchant. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Payrix's and Processor's reasonable discretion. Furthermore, consistent with PCI DSS the above referenced data file shall not include any sensitive authentication data which includes full track data, track equivalent data generated by chip and contactless cards, card verification codes (e.g., CVDCVC2/CVV2/CID) and the PIN or PIN block located on credit and debit cards.
(x) triPOS® Service
- The triPOS® Service is a turnkey, EMV certified payment processing application designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Sub-Merchants' PCI-DSS with P2PE and tokenization technology.

(xi) Security Services, Other Terms:
a. Communication Methods. Sub-Merchant will establish and maintain secure data communication connections and will transmit data to Payrix and Processor in the format required by Payrix and Processor.
b. Use of Tokens. As and where applicable, Sub-Merchant will immediately update payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information upon additions, deletions, and changes to the underlying data. Sub-Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.
c. Disclaimerof Warranties. The Security Services, which includes the tokenization service, is provided to Sub-Merchant by Payrix and/or Processor "as-is" and without any warranty of any kind, whether express or implied. To the fullest extent permitted by law, Payrix, Processor and its and their licensors, suppliers, service providers, and business partners (the "Processor Entities") disclaim any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose and any warranties that may arise from course of dealing, course of performance, or usage of trade. The Processor Entities do not warrant or guarantee that the Security Services, including the tokenization services, will be uninterrupted or error free, or that defects will be corrected.
d. Indemnification. In addition to the indemnification obligations of Sub-Merchant under the Terms and Conditions to the Agreement, Sub-Merchant agrees to indemnify, defend and hold harmless Payrix, Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Sub-Merchant's use of the Security Services, (ii) Sub-Merchant's storage of any cardholder data, or (iii) Sub-Merchant's breach of the herein Security Service terms.
e. Limitation of Liability. In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Payrix or Processor be liable to Sub-Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Payrix or Processor's provision of the Security Services hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Payrix or Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Payrix's or Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate Security Services fees actually received by Payrix from Sub-Merchant during the one-month period ending on the date on which the event giving rise to the claim for damages occurred. Sub-Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Payrix and Processor, and Sub-Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

B. Security Services Pricing. Payrix will charge Sub-Merchant the fees set forth below per MID or per tokenization or other event, as applicable, for its use of the Security Services, which include the tokenization services.

(i) SaferPayments - Basic and Managed (see below footnotes 1 & 2)
See application

(ii) P2PE(see below footnote 1)
Quoted

(iii) eProtect (see below footnote 1)
Quoted

(iv) PCI Non-Validation Fee (see below footnote 4)
See application

(v) EMV Non-Enabled Fee
Low Risk
0.05% of the gross sales per month
Moderate Risk
0.15% of the gross sales per month
High Risk
0.27% of the gross sales per month

(vi) triPOS™ Service See application

(vii) Token Services:
The fixed monthly fee listed in the Application which, if not listed will be at Payrix's standard fees in effect from time to time.

(viii) Token Data Retrieval Fee (de-tokenization)
$2,000.00 per event

Footnotes to above Section 1(B)

1. Pricing provided as a separate attached quote or for level 3 and 4 merchants on the Application
2. Required by and available only to PCI Level 3 and 4 merchants.
3. Required by merchants using an PCI DSS SAQ
4. Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Token Grouping

Where Sub-Merchant shares and/or accepts Tokens with one or more merchants or otherwise permit such sharing and or/acceptance via Sub-Merchant's third party payment application or platform provider (each a "Provider") among a group of similarly branded merchants and/or merchants that are a part of a chain of independently owned stores, or some other group of merchants commonly connected by or through a brand, web-site, club, affiliation, and/or some other commonality (each, a "Merchant Group") of which Sub-Merchant is a member (the "Token Grouping"), Payrix and Processor may, as part of the Services, support such Token Grouping for use with Cardholder card-on-file programs, scheduled automatic payments, and other programs for purchases of products and/or services processed by Sub-Merchant and the Merchant Group predicated and conditioned on Sub-Merchant's agreement to the following:

a. Use of Tokens within the Merchant Group. Sub-Merchant authorizes Payrix and Processor to support and make available the Tokens to the Merchant Group so that Cardholder Tokens of the Merchant Group members will be available to all of the Merchant Group members as a group for use with card-on-file programs, to schedule automatic payments, and other programs enabling the member merchants to process transactions. Sub-Merchant acknowledges and agrees that the Merchant Group may change from time to time.

b. Variations Limitations and Provider, Duties. Payrix and Processor have several variations of the tokenization service all of which may not be available to Sub-Merchant, the tokenization service available to Sub-Merchant may have limitations on the sharing, management, and storage of Tokens and storage of Cardholder data. Where possible based on the variation of the tokenization service available to Sub-Merchant, Payrix and/or Processor will support the Tokens and tokenization service to the Member Group on file with Payrix as updated by Provider which Member Group is controlled and revised by Provider under the Provider services to Sub-Merchant. Dependent on the tokenization service available to Sub-Merchant, Cardholder data may not be maintained in Payrix's or Processor's systems and, as such, Payrix and Processor may not have the data necessary to convert Tokens back to Cardholder data. Furthermore, Sub-Merchant agrees that the scope of the tokenization service does not include: (a) the certification or systematic configuration of third parties or firmware licensing as selected by Sub-Merchant to support tokenization service; or (b) a duty by Payrix or Processor to provide Sub-Merchant or a Merchant Group member, individually or as a group, de-tokenization services or support during or after the term of the Agreement or their agreement(s) with Payrix except where separately agreed to in writing by Payrix or Processor and Sub-Merchant.

c.
CardholderAuthorizations. Sub-Merchant directly or through its Provider, warrants and represents that

Sub-Merchant has the appropriate written agreement and consents from all Cardholders required by applicable law and the Payment Network Rules for use of the tokenization service and Token Grouping within the Merchant Group (the “Cardholder Authorizations”). Sub-Merchant agrees to directly or through its Provider or other service provider to retain all records related to the Cardholder Authorizations, including the initiation and authorization of transactions for Sub-Merchant to collect and/or initiate transactions utilizing the Token Grouping. Copies of such records shall be delivered by Sub-Merchant to Payrix and Processor within ten (10) days of written request by Payrix or Processor and shall otherwise be retained by Sub-Merchant for a period of at least four (4) years following the date of the transaction, or longer if required by Laws or the Payment Network Rules.

d. Sub-Merchants and Provider
Assumption of Risk Responsibility and ther,
Obligations. Sub-Merchant
bears all risk and responsibility for complying with the Payment Network Rules related to the Cardholder Authorizations, including card not present transactions, recurring billing, and Cardholder consent and authorization for card-on-file use related to the Token Grouping, use of Tokens, and for conducting Sub-Merchant’s own due diligence regarding the fitness of the Provider services for a particular purpose and do hereby represent, warrant and agree that it will comply at all times with Payment Network Rules, Laws, and PCI DSS. Sub-Merchant’s use of the Provider services is at Sub-Merchant’s own risk and Sub-Merchant shall be solely responsible for all authorized or unauthorized use of such Provider services including but not limited to the unauthorized use of such services whether by Sub-Merchant, Provider, a member of the Merchant Group, or each of such parties’ employees, agents, or representatives. Sub-Merchant acknowledges that the receipt and/or use of Tokens and Token Grouping may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at Sub-Merchant’s sole expense) and may not be supported on all terminals/equipment.

e. Account Monitoring; Security. Payrix and/or Processor may monitor the credit and debit card transactions processing activity received from the Merchant Group and investigate unusual or suspicious activity, provided, that in no event does Payrix or Processor assume any responsibility to discover any possible breach of Sub-Merchant’s or its Provider’s security or misuse of the Provider services. Payrix and Processor shall have the right to inspect Sub-Merchant’s operation, system and websites used by Sub-Merchant or Sub-Merchant’s service providers to verify Sub-Merchant’s compliance with security obligations. Payrix and/or Processor may discontinue acceptance of the card transactions processing activity from the Token Grouping and/or provision of the tokenization service immediately at any time without advance notice to Sub-Merchant or Sub-Merchant’s Provider.

3. Real Time Account Updater Services

For certain of the tokenization services set forth in Section 1 of this Addendum A, Real Time Account Updater Service may be available to Sub-Merchant to store authorized customer billing information for recurring transactions and may be provided by Payrix, Processor and one or more affiliates of Processor. The Real Time Account Updater Service means a service provided through the Payment Networks that enables Sub-Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Real Time Account Updater program. The availability or functionality of the Real Time Account Updater Service may be modified by the Payment Networks or Processor’s acquiring bank upon notice to Sub-Merchant. Sub-Merchant agrees to pay Processor the Real Time Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, will be at Payrix’s standard fees in effect from time to time. Sub-Merchant may terminate receipt of the Real Time Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Real Time Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Sub-Merchant the one-time set-up fee per Sub-Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Real Time Account Updater Service. The set-up fee is applied upon the start or re-start of the Real Time Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either; (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided. Sub-Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Real Time Account Updater Service and hereby agrees to comply with the Sub-Merchant requirements of the Real Time Account Updater terms of use as set forth in the Payment Network Rules. The Real Time Account Updater Service may not interface with third party software or third party services, if Sub-Merchant uses third party software or a third party service to process recurring transactions then Sub-Merchant understands and agrees that Sub-Merchant may be required to make manual updates to recurring transaction information based on Real Time Account Updater Service updates.

4. Additional Services or Expenses

Sub-Merchant agrees that Payrix may charge Sub-Merchant for any non-specified service it provides Sub-Merchant (“Additional Service”) or expense it incurs on behalf of Sub-Merchant (“Additional Expense”) any time after Sub-Merchant’s initial receipt of the same, and Sub-Merchant agrees to pay for

such service (at Payrix's standard fees in effect from time to time) or expense in accordance with this Agreement. Sub-Merchant acknowledges and agrees that it will notify Payrix in writing and in accordance with the notice provisions of the Agreement in the event Sub-Merchant does not want the

Additional Service and that such written notice will be sent to and actually received by Payrix within 90 days of Sub-Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Sub-Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Sub-Merchant has not provided and Payrix has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

PLATFORM AGREEMENT - PAYMENTS DATA LICENSE ADDENDUM (AUGUST 2022)

Version: 01.01.1 Last Modified: 04-08-2025
Platform Agreement - Payments Data License Addendum (August 2022)
EXHIBIT A
TERMS AND CONDITIONS
1. Scope
. These Terms and Condition are a part of the Transaction Information License Addendum entered into by and between Licensee and Payrix.
2. Definitions. Capitalized terms used in these Terms and Conditions shall have the meaning ascribed to such terms in this Section 2 or elsewhere in these Terms and Conditions or the Addendum.
2.1 “Affiliate” means, with respect to Payrix and Company, as applicable, any other entity that controls, is controlled by, or is under common control with Payrix or Company. For purposes of this Section, "control"
means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
2.2 “Change Event” means (a) any modification in Payrix’s rights or obligations under a Data Supplier Contract (as defined in Section 8 of these Terms and Conditions), where such modification occurs after the Addendum Effective Date (e.g., Payrix experiences a change in its data usage rights as a result of a modification to the terms of a Data Supplier Contract, where such modification is made after the Addendum Effective Date); (b) Payrix’s compliance with a new or amended Law (including Payrix’s compliance with a new judicial interpretation of a Law), which new or amended Law takes effect after the Addendum Effective Date; (c) a change in Payrix’s interpretation of a Law that is in effect as of the Addendum Effective Date or a change in Payrix’s interpretation of its rights or obligations under its Data Supplier Contracts, as such Law or contractual rights or obligations exist and are interpreted by Payrix as of the Addendum Effective Date (i.e. a change resulting from Payrix’s incorrect interpretation or understanding of its data usage rights under a Data Supplier Contract or its obligations under Law as of the Addendum Effective Date, where such Data Supplier Contract or Law is in effect as of the Addendum Effective Date); (d) Licensee’s use of the Transaction Information, any Data Element, or a Data Product, or a Sales Partner’s use of a Data Product, in a manner or for a purpose that does not comply with Law; or (e) any change in Payrix’s data governance, risk, or compliance practices or policies as applied to the

license and use of the Transaction Information, excluding any changes or circumstances otherwise contemplated by subsection (a), (b), (c), or (d) of this Section.
2.3 “Commencement Date” means the date the Transaction Information is first delivered or made available to Company or Licensee.
2.4 “Daily Information” is defined in Section 3 of the Addendum.
2.5 “Data Product(s)” means an aggregated and anonymized data product, service, or report created by (or on behalf of) Licensee and sold by Licensee (or its Sales Partners) that utilizes, is derived from, or is based on the Transaction Information, provided the output of the data product or service (e.g., product response, report, analysis, algorithm, etc.) does not transmit or disclose any Data Element. Each Data Product shall be comprised of a grouping of not less than thirty (30) anonymized individuals, households, or devices, and each Data Product shall be approved by Payrix in advance. The Data Product(s) set forth in Section 5 of the Addendum have been pre-approved by Payrix as of the Addendum Effective Date. In the event that Licensee knows or reasonably suspects that the requirements of this Section 2.5 have not been satisfied, Company shall promptly notify Payrix in writing.
2.6 “Intellectual Property” means all U.S. patents, registered trademarks, trade secrets, and copyrights.
2.7
“Law(s)”
means all federal, state, and local laws applicable to a party or, in the case of an Affiliate, customer, or Sales Partner, to such Affiliate, customer, or Sales Partner, as applicable, in exercising its rights and/or carrying out its responsibilities hereunder.
2.8 “Sales Partner(s)” means an entity with which Licensee has a contractual arrangement authorizing the Sales Partner to sell Licensee’s Data Products in accordance with the terms of the Addendum.
2.9 “Personal Data” means any information that: (i) relates to or is about any identified or identifiable individual, household, or device; or (ii) is protected under Laws, including: (a) “nonpublic personal information,” as that term is defined under the Gramm-Leach-Bliley Act and its implementing rules and official guidance; (b) “Protected Health Information,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act or their implementing rules and official guidance; and/or (c) “personal information” as that term is defined in the California Consumer Privacy Act and its implementing regulations and any other similar consumer privacy law passed by any other state. Personal Data includes, without limitation, any identified names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card

account numbers and expiration dates, credit report information, biometric information, IP addresses, network, and hardware identifiers, and geolocation information or any such information that can be reasonably linked to any identified individual, household, or device.
2.10 “Terms and Conditions” means these Exhibit A terms and conditions to the Addendum which are part of the Addendum and which may also be referred to as the Addendum.
3. Transaction Information.
3.1 Data. Payrix will deliver and/or make available the Transaction Information to Licensee pursuant to the terms and conditions set forth in the Addendum, including these Terms and Conditions and Attachments. Payrix will use commercially reasonable efforts not to deliver any Personal Data to Licensee. In the event

Payrix delivers Personal Data to Licensee, Company shall promptly notify Payrix, return any such Personal Data, and certify to Payrix in writing that it has destroyed such data, which certification documentation shall be reasonably approved by Payrix in advance.
3.2 Transmittal Standards. The parties shall mutually agree upon standards and procedures related to the transmittal of the Transaction Information (e.g., connectivity, transmittal method, and/or file format/layout). Licensee acknowledges and agrees that its failure to comply with the mutually agreed upon data transmittal standards may negatively impact its ability to receive the Transaction Information. In the event that Licensee requests changes to the then-current delivery method for the Transaction Information, the parties will mutually agree upon the scope of the project and the corresponding fees, if any, by way of an amendment to the Addendum.
3.3 Changes to Addendum. Notwithstanding anything to the contrary set forth in the Addendum and these Terms and Conditions, in order to address or respond to Payrix’s reasonable and good faith concerns regarding a Change Event, Payrix may take any of the actions described in Sections 3.3.1 and/or 3.3.2 of these Terms and Conditions, upon the provision of advance written notice to Licensee, and Licensee shall have thirty (30) days after the delivery of such notice to implement and comply with any such change, unless a shorter period is required by Law or Payrix’s Data Supplier Contracts.
3.3.1 Delivery; Data Elements. To address or respond to a Change Event, Payrix may: (i) change or modify any Data Element (as defined in Section 3 of the Addendum), (ii) suspend or permanently cease its delivery of any Data Element, and/or (iii) require Licensee to cease its use of any previously delivered Data Element and to return or destroy the same in accordance with the requirements of Section 11.3 of these Terms and Conditions.
3.3.2 Markets and/or Permitted Uses. To address or respond to a Change Event, Payrix may change the terms of the Addendum and these Terms and Conditions to restrict or prohibit: (i) the permitted markets, industries, and customers to which Data Products can be sold, and/or (ii) the permitted use cases to which Data Products can be applied or used to facilitate.
3.3.3 Termination Resulting from Changes to the Addendum.
3.3.3.1 If Licensee fails to timely comply with any change to the Addendum or these Terms and Conditions made pursuant to this Section
3.3 of these Terms and Conditions, Payrix shall be entitled to immediately terminate the Addendum.
3.3.3.2 Excluding any changes made as a result of a Change Event described subsection (b) or (d) of Section 2.2 of these Terms and Conditions, if Payrix makes any change to the Addendum or these Terms and Conditions in response to a Change Event, Company shall have thirty (30) days to terminate the Addendum (measured from the date of Licensee’s receipt of Payrix’s first notification of the change). Any exercise by Company of the termination right set forth in this Section 3.3.3.2. must be made in good faith taking into consideration the commercial impact of the change. In the event Company does not timely exercise this termination right, it shall immediately lapse and be void upon the expiration of the 30-day period. The foregoing termination right shall be Licensee’s sole and exclusive remedy.
4. License Grant.
4.1 License Grant.

4.1.1 Transaction Information. Subject to the terms and conditions of the Addendum, Payrix hereby grants Licensee a perpetual (subject to Payrix’s termination and suspension rights set forth herein), revocable (but only as specifically set forth herein), non- exclusive, non-transferable, non-sublicensable (except as otherwise permitted in Section 15 of these Terms and Conditions), limited right and license to: (i) access and use the Transaction Information to reproduce, copy, analyze, incorporate, modify, and display the Transaction Information for the purpose of creating Data Products; (ii) integrate the Transaction Information with other data sets or data elements derived, owned, or controlled by Licensee, either now or in the future, for the purpose of creating Data Products, and modify the Transaction Information so as to achieve such integration; (iii) market, promote, license, distribute, and sell Data Products, either directly or via Sales Partners, but only to and for the ultimate use by Licensee’s or Sales Partner’s customers for such purposes (e.g.,
“use cases”) and in such markets that Payrix has approved in advance. Licensee’s
compliance with all terms of the Addendum shall at all times be a condition precedent to Licensee’s grant of (and ability to exercise) the license rights set forth herein. Licensee shall not license, sell, or disclose the Transaction Information or any Data Element other than as a fully integrated part of a Data Product. Prior to providing a customer or Sales Partner with access to (or, in the case of a Sales Partner, the ability to sell) a Data Product, Licensee shall cause its customers and Sales Partners to agree to terms

that are at least as protective of Payrix and its rights hereunder as the terms of Sections 4, 6, 8, 12, 18.1 and Attachment 1 of these Terms and Conditions, and, with respect to a Sales Partner's ability to sell a Data Product and a customer's ability to use a Data Product (whether a customer of Licensee or a Sales Partner), terms that are at least as restrictive as the permitted sale, distribution, and usage rights set forth in the Addendum. For the sake of clarity, the terms of the Addendum that apply to Licensee's ability to market, promote, license, distribute, and/or sell any Data Product shall be equally applicable to each Sales Partner. Any failure to comply with the requirements of the Addendum by a Sales Partner shall constitute a breach of the Addendum by Licensee. Licensee shall be fully responsible and liable for the performance or non-performance of its Sales Partners and such performance or non-performance shall be deemed Licensee's hereunder.

4.1.2 Retained Rights. Except as specifically provided in this Section 4.1 of these Terms and Conditions, Licensee shall not directly or through a third party use, sell, resell, license, distribute, or otherwise transfer the Transaction Information either on its own or as part of a Data Product or any other integrated or derived product or service. Payrix retains all rights not expressly granted hereunder, including without limitation, the right to develop, create, market, supply, distribute, operate, or sell the Transaction Information or any product or service that is based on or derived from the Transaction Information, including any research, analysis, or report that is based on or derived from the Transaction Information and any integrated products that contain or utilize the Transaction Information and/or other data sets, or otherwise authorize or assist any third party in doing.

4.1.3 Distribution of Data Products. As between the parties, Licensee shall be solely responsible for: (i) the pricing of Data Products sold to Licensee's customers, and for invoicing and collecting fees from such customers; and (ii) the development, marketing, licensing, sale, maintenance, and distribution related to the provision of Data Products to its customers.

4.1.4 Payrix Competitors. Notwithstanding anything to the contrary in the Addendum, Licensee shall be prohibited from marketing, promoting, licensing, distributing, and/or selling any Data Product to any Payrix Competitor. For the purposes of the Addendum,

"Payrix Competitor" means Fiserv, Jack Henry, Yodlee,

Google, Facebook, Acxiom, and Global Payments and any of their current or future parent companies, subsidiaries, or affiliates.

5. Fees.

5.1 Company shall timely pay all fees and charges set forth in the Addendum under heading "Fees"

. Fees

shall be invoiced on a monthly basis beginning on the Commencement Date and shall be paid as provided in the Addendum. Fees, costs, and expenses owed by Licensee are exclusive of charges for materials, work, hardware, or software not otherwise detailed in these Terms and Conditions, the Addendum, or a Statement of Work.

5.2 Payrix may increase fees from time to time upon advance written notice to Licensee.

5.3 If the Commencement Date is delayed for more than ninety (90) days after the Addendum Effective Date (or the Addendum Effective Date of the applicable amendment to the Addendum), and such delay is due to the actions or inactions of Licensee, Payrix's obligation to deliver the Transaction Information shall be correspondingly delayed.

5.4 Payrix shall electronically debit the account specified by Company ("Payrix Payment Account") to satisfy any fees, charges or other amounts owed to Payrix. Company shall maintain sufficient funds in the Payrix Payment Account to cover any amounts owed to Payrix, and is solely responsible for properly applying all credits and debits made to the Payrix Payment Account by Payrix. Company shall provide Payrix Payment Account information sufficient for Payrix to initiate ACH transfer within thirty (30) days after execution of the Addendum, and shall notify Payrix of any change in Payrix Payment Account information within three (3) business days. In the event Payrix does not collect amounts owed from the Payrix Payment Account, Company must pay such amounts via electronic payment within thirty (30) days of the invoice date. For any amount not paid within thirty (30) days after its due date, Company shall pay a late fee equal to the lesser of one and one-half percent (1½%) per month of the unpaid amount or the maximum interest rate allowed by Law.

5.5 All charges and fees to be paid by Company under the Addendum are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. Any such taxes for which Payrix is responsible by Law or contract to collect from Company shall be billed by Payrix and paid by Company. Company agrees to reimburse Payrix for any taxes, penalties and interest assessed by any taxing authority arising out of the Addendum, except to the extent any such penalties and/or interest result from Payrix's inaction or delay. Payrix shall pay and hold Company harmless for any taxes on Payrix property, income, or payroll. Company agrees to hold Payrix harmless for any sales, use, excise, value added, or other taxes assessed by a taxing authority arising out of the Addendum. In the event of any assessment by a taxing authority, both parties agree to cooperate with each other to resolve issues in order to minimize such assessment.

6. Specific Use Limitations.

6.1 Neither Licensee nor any Sales Partner or customer shall use or sell the Transaction Information or any Data Product, as applicable, to facilitate any of the uses, purposes, or business types listed in Attachment 1.

6.2 Licensee shall not reverse engineer, decompile, analyze or otherwise use the Transaction Information to familiarize itself with the nature, character, or quality of the Transaction Information.
6.3 Licensee shall cause each customer and Sales Partner to agree not to reverse engineer, decompile, analyze or otherwise use a Data Product to familiarize itself with the nature, character, or quality of a Data Product.

6.4 Licensee shall not use the Transaction Information (or any non-public information derived from the Transaction Information), Payrix's Confidential Information, or a Data Product to (i) trade (or permit any third party to trade) in securities issued by Payrix or its Affiliates, including Fidelity National Information Services, Inc., or any other entity, whether publicly or privately held; or (ii) make estimations, determinations, or recommendations or provide other advice relating to securities issued by Payrix or its Affiliates, including Fidelity National Information Services, Inc., or any other entity, whether publicly or privately held.
6.5 The parties agree that the Transaction Information is de-identified and de-personalized and does not include Personal Data under any applicable Law and that the Addendum does not reflect a sale or selling of personal information under the California Consumer Privacy Act or any similar Law.
6.6 Licensee shall, and shall cause each customer and Sales Partner to agree, not attempt to personalize or re-personalize the data included in the Transaction Information or a Data Product (as applicable), otherwise attempt to identify the individuals or entities about whom the Transaction Information or the Data Product relates or from whom the Transaction Information was obtained or otherwise pertains to, or take any other action that might cause the Transaction Information or any Data Product to be considered Personal Data under any applicable Law.
6.7 Licensee shall not sell, use, store, transmit, or otherwise disclose the Transaction Information or a Data Product outside of the United States or sell, disclose or allow the use of a Data Product outside of the United States.
6.8 Customers shall only be entitled to use a Data Product in furtherance of such customer's own internal business purposes and not for further resale or the benefit of any other third party.
6.9 Licensee shall not use the Transaction Information, or sell a Data Product that can be used, as part of a decision to grant or deny an account or other benefit, for employment purposes, or for any other purpose contemplated by the FCRA.
7. Security Requirements.
7.1 Licensee agrees to maintain appropriate administrative, technical and physical safeguards for all Transaction Information provided under the Addendum and data derived from the Transaction Information (as further described in this Section 7, the "Security Safeguards"). The Security Safeguards shall: (i) ensure the confidentiality of the Transaction Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the Transaction Information; (iii) prevent unauthorized access to the Transaction Information; and (iv) ensure proper destruction of the Transaction Information in compliance with all Laws and industry standards.
7.2 The Security Safeguards described above will also include: (a) access controls to the Transaction Information, including controls to identify and permit access only to authorized individuals and controls to prevent access to the Transaction Information through improper means; (b) employee controls and training; (c) physical access restrictions at locations where Transaction Information is located or stored; (d) encryption of Transaction Information when appropriate, but in any event as legally required; and (e) a disaster recovery plan as appropriate to protect against loss or damage to the Transaction Information due to potential hazards such as fire or water damage or technological failures. Such Security Safeguards must also include fully up to date: (i) anti-virus/malware devices; (ii) DMZ subnet and firewall controls; (iii)

IDS/IPS controls; (iv) patch management controls; (v) physical security controls; (vi) application Whitelisting Controls; and (vii) change management controls. Licensee will contract with an appropriately qualified third-party information security assurance vendor to perform, on an annual basis, an information security assessment that includes penetration testing and shall take all reasonable steps to remediate any vulnerabilities identified in such assessments and testing. Licensee will present an attestation letter or executive summary to Payrix upon request. If Payrix determines that any remediation efforts are necessary, Licensee and Payrix will mutually agree upon a remediation plan, and Licensee will remediate all identified issues in accordance with the remediation plan.
7.3 Licensee shall promptly notify Payrix of any actual or reasonably suspected unauthorized access to Transaction Information or data derived therefrom and report any actual or reasonably suspected system compromise that may expose the Transaction Information to unauthorized persons or that may expose Payrix or its data suppliers to security vulnerabilities. In the event of any unauthorized access to Transaction Information, Payrix shall have the right to take any action it deems necessary or appropriate to mitigate the potential ramifications resulting therefrom, including, without limitation, suspending the provision of the Transaction Information and providing notice to regulators and/or impacted data suppliers and/or consumers.
7.4 Upon Payrix's request, Licensee shall provide documentation of its security policies and practices with regard to the Transaction Information and how the Transaction Information is being used, stored and protected.
7.5 Licensee shall comply with the Payment Card Industry Data Security Standard requirements (as

amended from time to time) ("PCI DSS") in its storage and use of the Transaction Information. The requirements of this Section 7.5 shall be included in the definition of "Security Safeguards." In addition, Licensee shall comply with the following:

7.5.1 Where applicable and/or requested by Payrix ,Licensee will submit its Report of Compliance ("ROC") within ten (10) days of the execution of the Addendum and will have a ROC prepared, and provide to Payrix such updated ROC, annually thereafter;

7.5.2 Where applicable, Licensee will publish to Visa's Global Service Provider registry and maintain 'Green Status' in such registry; and

7.5.3 As applicable, if Licensee fails to maintain 'Green Status' in the Visa Global Service Provider registry, Payrix may immediately terminate the Addendum.

8. Warranties; Disclaimer.

8.1 Licensee represents and warrants, and shall cause all customers and Sales Partners to represent and warrant, that: (i) it will not request, use, sell, provide, retain, or archive any Transaction Information or Data Product, as applicable, in any manner that is not specifically provided for in the Addendum; and (ii) it will comply with all applicable Laws in its handling and use of the Transaction Information or Data Product, as applicable, and otherwise in performing its obligations (or in the case of customers and Sales Partners, its requirements) under the Addendum. Licensee further represents and warrants that it is a data aggregator that procures a material portion of its data from third parties other than Payrix.

8.2 Payrix represents and warrants that (i) each Data Element that comprises the Transaction Information is sourced from data that Payrix acquires through contracts with its data suppliers (the "Data Supplier

Contract(s)"); (ii) subject to Section 3.3 of these Terms and Conditions, Payrix has the appropriate rights under its Data Supplier Contracts to deliver the Transaction Information as set forth herein; and (iii) Payrix will comply with all applicable Laws in the performance of its obligations hereunder.

8.3 Each party represents and warrants that it is duly organized and validly existing in good standing and has full corporate power and authority to enter into and perform its obligations under the Addendum.

8.4 EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM (WHICH INCLUDES THESE TERMS AND CONDITION AND ATTACHMENTS HERETO), PAYRIX DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TRANSACTION INFORMATION AND PAYRIX'S PERFORMANCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR ERROR FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION, AND WHETHER OR NOT PAYRIX KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

9. Limitation of Liability.

9.1. EXCEPT FOR LIABILITY INCURRED IN CONNECTION WITH: (i) LICENSEE'S BREACH OF SECTION 4 OF THESE TERMS AND CONDITIONS (LICENSE GRANT); (ii) LICENSEE'S OR PAYRIX'S BREACH OF SECTION 12 OF THESE TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION); (iii) LICENSEE'S OR PAYRIX'S BREACH OF SECTION 9 OF THESE TERMS AND CONDITIONS (WARRANTIES; DISCLAIMERS); (IV) LICENSEE'S OR PAYRIX'S BREACH OF SECTION 13 OF THESE TERMS AND CONDITIONS (INTELLECTUAL PROPERTY); (v) LICENSEE'S BREACH OF SECTION 8 OF THESE TERMS AND CONDITIONS (SECURITY REQUIREMENTS); (vi) A CLAIM FOR WHICH A PARTY OWES AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 11 OF THESE TERMS AND CONDITIONS (INDEMNIFICATION); (VII) A CLAIM ARISING OUT OF LICENSEE'S OR PAYRIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (viii) THE AMOUNT OF FEES OR LIQUIDATED DAMAGES LICENSEE OWES HEREUNDER, EACH PARTY'S TOTAL LIABILITY UNDER OR RELATED TO THE ADDENDUM IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE ADDENDUM INCURRED IN CONNECTION WITH THE FOREGOING SUBSECTIONS (ii), (iii), (iv), (v) AND (vi) IS LIMITED IN ALL CASES TO THE AMOUNT OF FEES PAID HEREUNDER DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ADDENDUM, EXCEPT FOR ANY DAMAGES RESULTING FROM LICENSEE'S BREACH OF SECTION 4 OF THESE TERMS AND CONDITIONS (LICENSE GRANT), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, REPUTATION OR GOOD WILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE SAKE OF CLARITY, THE IMMEDIATELY PRECEDING DISCLAIMER OF DAMAGES SHALL NOT RELIEVE LICENSEE OF ANY OBLIGATION TO PAY ANY FEES, REVENUE SHARE OR LIQUIDATED DAMAGES DUE HEREUNDER.

9.2. LICENSEE SHALL REQUIRE EACH SALES PARTNER AND CUSTOMER (INCLUDING EACH SALES PARTNER'S CUSTOMERS) TO AGREE TO TERMS SUBSTANTIALLY SIMILAR TO THE FOLLOWING: "THE TOTAL LIABILITY OF LICENSOR'S THIRD-PARTY DATA SUPPLIERS (AND THEIR RESPECTIVE

SUBCONTRACTORS) ARISING OUT OF OR RESULTING FROM THE USE OF A DATA PRODUCT IS LIMITED

IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES PAID FOR THE DATA PRODUCT AT ISSUE DURING THE SIX (6) MONTHS THAT PRECEDED THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST SUCH CLAIM.
”

10. Indemnification.

10.1. Licensee shall defend Payrix and its successors and assigns and each of the officers, employees, directors, agents and shareholders of the foregoing, in their individual capacities or otherwise (each, an “Payrix Indemnified Party”), from and against any and all Claims (as defined in this Section 10.1) asserted by a third party against an Payrix Indemnified Party, and shall indemnify and hold harmless the Payrix Indemnified Party from and against any damages, costs, and expenses incurred by the Payrix Indemnified Party in connection with the defense of such Claim, or that is awarded against the Payrix Indemnified Party by a final court judgment or that is paid or payable by the Payrix Indemnified Party in connection with an agreement settling such Claims in accordance with this Section 10 (including reasonable attorneys’ fees and legal costs). As used in this Section 10.1, the term “Claim” means any action, litigation, allegation or claim by a third party alleging, resulting from, or based on: (i) Licensee’s or any Sales Partner’s or customer’s use of Transaction Information or a Data Product, as applicable; (ii) Licensee’s or any Sales Partner’s or customer’s failure to comply with Laws; or (iii) Licensee’s or any Sales Partner’s or customer’s failure to comply with the requirements of the Addendum.

10.2. Payrix shall defend Company and its permitted successors and assigns, and each of the officers, employees, directors, agents and shareholders of the foregoing, in their individual capacities or otherwise (each, a “Licensee Indemnified Party”), from and against any and all Claims (as defined in this Section 10.2) asserted by a third party against a Licensee Indemnified Party, and shall indemnify and hold harmless the Licensee Indemnified Party from and against any damages, costs, and expenses incurred by the Licensee Indemnified Party in connection with the defense of such Claim, or that is awarded against the Licensee Indemnified Party by a final court judgment or that is paid or payable by the Licensee Indemnified Party in connection with an agreement settling such Claims in accordance with this Section 10 (including reasonable attorneys’ fees and legal costs). As used in this Section 10.2, the term “Claim” means any action, litigation, allegation or claim by a third party alleging or based on: (i) any breach by Payrix of its representations and warranties set forth in Section 8.2 of these Terms and Conditions, above; or (ii) any claim or allegation that the Transaction Information provided by Payrix hereunder infringes an Intellectual Property right; provided, however, that Payrix shall not be liable for any infringement or alleged infringement that results from: (a) use of the Transaction Information provided hereunder in a manner or for a purpose that is not compliant with the terms of the Addendum; (b) use of the Transaction Information provided hereunder in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than Payrix; (c) Licensee’s or any Partner’s or customer’s data, products, or services, including any Data Product; or (d) modification, change, amendment, customization, or adaptation of the Transaction Information not made wholly by Payrix. If a claim of infringement has been asserted, or in Payrix’s reasonable good faith opinion is about or likely to be asserted, Payrix may, at its option, and in addition to any indemnity obligation stated above: (1) procure for Company the right to continue using the Transaction Information provided hereunder; (2) replace or modify the Transaction Information provided hereunder so that it becomes noninfringing; or (3) terminate the Addendum upon written notice to Company.

10.3. The obligation to indemnify and defend under Sections 10.1 and 10.2 of these Terms and Conditions is contingent upon: (i) the indemnified party’s promptly notifying the indemnifying party in writing of any

claim subject to such indemnity obligation (provided that, any failure to provide such prompt notice shall not relieve the indemnifying party’s indemnification obligation except to the extent the indemnifying party is materially prejudiced by such failure); (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of the claim or any part thereof.

11.

Confidential Information.

11.1. Each party shall treat any information received from the other that is designated as “confidential” at or prior to disclosure (“Confidential Information”) as strictly confidential. Payrix designates the Transaction Information, each Data Element, and all information relating to its systems and the nature of the services provided hereunder as its Confidential Information. Additionally, the terms of the Addendum and the existence and nature of the contemplated business arrangement(s) shall be designated as the Confidential Information of each party, subject to the permitted disclosures set forth herein.

11.2. Each party shall: (i) restrict disclosure of the other party’s Confidential Information to its employees and agents solely on a “need to know” basis in accordance with the Addendum; (ii) advise its employees and agents of their confidentiality obligations; (iii) require its agents to protect and restrict the use of the other party’s Confidential Information in substantially the same manner as set forth herein; (iv) use the same degree of care to protect the other party’s Confidential Information as it uses to safeguard its own Confidential Information of similar importance; (v) establish procedural, physical and electronic safeguards designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify

the other party of any unauthorized possession or use of its Confidential Information as soon as possible following confirmation of that unauthorized use or possession. For clarification, nothing in this Section is intended to modify, limit or reduce Licensee's obligations under Section 8 of these Terms and Conditions with respect to the Transaction Information.

11.3. Confidential Information shall remain the property of the party from or through whom it was provided. Except for the Transaction Information, neither party shall be obligated to preserve the confidentiality of any information that: (i) was known to be or in the party's possession prior to the disclosure by the other party; (ii) is or later becomes generally known or part of the public domain; (iii) was or is independently developed by such party without reference to the other party's Confidential Information; (iv) is released for disclosure with the other party's written consent; or (v) is received from a third party to whom it was disclosed by the other party without restriction. Disclosure of Confidential Information shall be permitted if it is: (a) required by applicable law, rule or regulation; (b) in connection with the tax treatment or tax structure of the Addendum; or (c) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order, except as otherwise provided in Section 13.2 of these Terms and Conditions, below. Upon termination or expiration of the Addendum, except as otherwise provided in Section 14.3.1.1 of these Terms and Conditions, each party shall destroy the other party's Confidential Information in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party. Licensee shall provide Payrix with a signed certification of its compliance with the foregoing requirement, which certification shall be reasonably preapproved by Payrix.

11.4. If Licensee determines the Addendum must be disclosed or made publicly available under applicable securities Law, Licensee may do so, provided Licensee omits all pricing, service level and information

relating to the Transaction Information from any such disclosure or public filing, unless such omission is prohibited by Law.

12. Use and Ownership of Intellectual Property.

12.1. Any intellectual property rights that existed prior to the Addendum Effective Date shall belong solely to the party owning them at that time. Neither party shall be entitled to any intellectual property right of the other party.

12.2. As between Payrix and Licensee, the Transaction Information and Payrix's Confidential Information are and shall remain the sole and exclusive property of Payrix.

12.3. As between Payrix and Licensee, the Data Products are and shall remain the sole and exclusive property of Licensee, subject to Payrix's and/or its data suppliers' ownership and intellectual property rights, as applicable, in and to the Transaction Information.

12.4. Neither Licensee nor any of its Sales Partners or customers shall use the trademarks, service marks, logos, names, or any other of Payrix's and/or its Affiliates' proprietary designations, whether registered or unregistered, without Payrix's prior written consent. This includes the use of Payrix's and its Affiliates' names, logos or marks in any Data Product, marketing campaign or collateral, press release, announcement, website or other forum or materials. Neither Licensee nor any of its Sales Partners shall identify Payrix, whether directly, indirectly or impliedly, as a business partner, licensor, or other source of its data.

13. Audit.

13.1. As Payrix deems it reasonable from time to time, but only during the Term of the Addendum and for a period of one (1) year thereafter, or for as long as Licensee is storing or retaining Transaction Information, Payrix shall be entitled to request specific information and documentation relating to Licensee's compliance with the terms of the Addendum. Licensee shall use commercially reasonable efforts to provide to Payrix any information reasonably requested by Payrix pursuant to this Section within fifteen (15) days of Payrix's request. Any information disclosed by Licensee to Payrix pursuant to this Section shall be considered Licensee's Confidential Information. In addition, Payrix shall be entitled to conduct on-site audits at Licensee's premises relating to Licensee's compliance with Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions. On-site audits shall be conducted no more than once annually, unless a material breach of Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions has been confirmed or a Regulator or an Payrix data supplier has requested an audit.

13.2. Payrix is subject to continuing oversight and supervisory authority by various regulatory agencies (each, a "Regulator"). Licensee acknowledges and agrees that when requested by a Regulator, the Addendum and any information related to the Addendum may be disclosed by Payrix to a Regulator, or by Payrix to an Payrix data supplier, without prior notice to Licensee and without disclosure to Licensee of the Regulator's request.

14. Term and Termination

14.1. Term. The Addendum is effective as of the Addendum Effective Date and shall remain in effect for the Term of the Agreement unless otherwise terminated as set forth in this Section 14. Upon the

expiration or termination of the Addendum, Payrix shall not be obligated to deliver Transaction Information.

14.2 Termination; Suspension.

14.2.1 Either party may terminate the Addendum on thirty (30) days advance written notice if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice to do so; (ii) is the subject of a dissolution, reorganization, insolvency or bankruptcy action that is not dismissed within forty-five (45) days of being filed; (iii) suffers the appointment of a receiver, conservator or trustee; or (iv) commits any act related to the Addendum with the intent to defraud the other party. In addition, either party terminate immediately terminate the Addendum if the other party discontinues performance under the Addendum because of a binding order of a court or regulatory body. In addition, either party may immediately terminate the Addendum if the other party discontinues performance under the Addendum because of a binding order of a court or regulatory body

14.2.2 In the event that Payrix has a reasonable and good faith belief that Licensee or any Sales Partner or customer has failed to comply with (i) applicable law, rule or regulation or (ii) any of the requirements set forth in Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions, and in addition to any termination rights that Payrix has hereunder, then Payrix shall be entitled to immediately suspend Licensee's right to access and use the Transaction Information for any purpose, as set forth below. Within one (1) business day of effecting this suspension, Payrix will provide Company with an explanation of the reason(s) giving rise to the suspension. In order for the suspension to remain in effect, Payrix shall be required to audit Company within seven (7) business days of Payrix's provision of its explanation to Company to determine whether a failure of the type described in subsections (i) or (ii) above actually occurred. In the event Payrix determines that there was no failure of the type described in subsections (i) or (ii), Payrix will immediately restore Licensee's right to access and use the Transaction Information. In the event Payrix determines that a failure of the type described in subsections (i) or (ii) above did occur, the suspension shall remain in effect until such time as the suspected non-compliance has been remediated to Payrix's reasonable satisfaction. In the event Payrix determines that the failure giving rise to the suspension is solely and directly attributable to a particular Sales Partner or customer, with no contribution from Licensee, Payrix shall restore Licensee's right to access and use the Transaction Information and will only cause Licensee to suspend such Sales Partner's or customer's right to sell, access and/or use Data Products, as applicable, for any purpose until such time as the failure has been remediated to Payrix's reasonable satisfaction.

14.3 Post Termination/Expiration Obligations and Responsibilities. Termination or expiration of the Addendum shall not relieve either party from any obligation that accrued through the date of termination or expiration or from any terms and conditions in the Addendum (as the same may be modified from time to time) that expressly continue beyond termination or expiration. Subject to the foregoing, and further subject to the license rights and use restrictions set forth in the Addendum, upon the termination or expiration of the Addendum, Licensee shall have the continuing perpetual right to use the Transaction Information that it received up to the date the Addendum terminates or expires. Notwithstanding the foregoing, and except as otherwise provided in the immediately following sentence, in the event that the Addendum is terminated by either (i) Payrix, for a reason that is specifically allowed herein or (ii) Company, for a reason that is not specifically allowed herein (e.g., for convenience), all of Licensee's rights in and to the Transaction Information shall immediately terminate and be revoked and Licensee shall promptly destroy the Transaction Information (including all copies, in whatever medium) in a manner designed to preserve its confidentiality, or at Payrix's written request, return such Transaction Information to Payrix, including all copies. For the sake of clarity, in the event that Company terminates the Addendum

pursuant to Section 3.3.3.2 of these Terms and Conditions, Licensee shall have the continuing perpetual right to use the Transaction Information that it received up to the date the Addendum terminates, subject to the license rights and use restrictions applicable to the Transaction Information as set forth herein. Licensee shall provide Payrix with a signed certification of its compliance with the requirements of this Section, which certification shall be reasonably pre-approved by Payrix. The immediately preceding return or destruction requirement shall not apply to any Data Element that has been combined and aggregated with a data set or a Data Product to such a degree that the Data Element itself, its nature, or its representative characteristics can no longer be identified, obtained, or ascertained, whether through reverse engineering, data analytics or other data science practices.

15. Assignment. Licensee shall not assign, subrogate or transfer any interest, obligation or right arising out of the Addendum without prior written consent from Payrix, which consent shall not be unreasonably withheld. Absent Payrix's consent, any attempted assignment, subrogation or transfer shall be void from its inception. Subject to the foregoing, the terms of the Addendum shall be binding upon and inure to the benefit of permitted successors and assigns. Company shall be entitled to assign the Addendum to any of its Affiliates upon the provision of written notice to Payrix.

16. Public Re

lations. Neither party, nor any Sales Partner, will directly or indirectly make any public statement or public disclosure (including, without limitation, through any press releases, advertising, customer list, web page, blog or other promotional or marketing material of any kind) regarding the existence or content of, or relating to any matter or subject arising from, the Addendum, or use the other party's name in public, whether explicitly or implicitly, without the written approval of such other party.

17.

Changes. Except as otherwise provided herein, changes to the Addendum may only be made in a writing signed by both parties.

18. No Export; Unlawful Activity.
The Transaction Information and Payrix's Confidential Information are subject to export controls under applicable laws. Except as otherwise specifically set forth herein, Licensee shall not export (or allow to be exported) any Transaction Information, Payrix Confidential Information, or Data Product.
Neither Licensee nor any of its directors, officers, agents, employees or other persons associated with or acting on its behalf: (i) have received or will receive any unlawful contribution, gift, entertainment or other payment from Payrix; (ii) is a governmental entity; or (iii) is in violation of, or will violate any applicable anti-corruption or anti-bribery laws, rules or regulations. Payrix shall have the right to immediately terminate the Addendum or any other relationship with Licensee if this Section is breached.
19. Severability. If any provision of the Addendum is unenforceable in any respect under any Laws, such enforceability shall not affect any other provision of the Addendum, and the Addendum shall be construed as if such unenforceable provision had not been included to the extent necessary to bring it within the requirements of such Laws. The Addendum shall not be construed more strongly against either party, regardless of who is more responsible for its preparation. The headings that appear in the Addendum are inserted for convenience only and do not limit or extend its scope.
20. Independent Status. Payrix is an independent contractor. Neither Payrix nor any of its representatives are an employee, partner or joint venturer of Licensee. Payrix has the sole obligation to supervise, manage and direct the performance of its obligations under the Addendum. Payrix reserves the right to determine who will be assigned to perform its obligations, and to make replacements or reassignments as it deems

appropriate. Each party shall be solely responsible for payment of compensation to its respective personnel, and assumes full responsibility for payment of all federal, state, local and foreign taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such personnel. Neither party shall be an agent of the other, nor have any authority to represent the other in any matter.
21. Governing Law and Disputes. The Addendum shall be governed by the laws of the State of Florida, without regard to internal principles relating to conflict of laws. Any dispute, difference, controversy or claim arising out of or relating to the Addendum shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida in accordance with the
Commercial Arbitration Rules (including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association. Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Addendum, and shall not have the power to award damages other than those described in the Addendum.
22. Survival; Waiver. Termination of the Addendum shall not impact any right or obligation arising prior to termination, and in any event Sections 2, 3.3, and 4-24 of these Terms and Conditions shall survive termination of the Addendum (except as otherwise set forth herein). No waiver of any provisions of the Addendum and no consent to any default under the Addendum shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Addendum shall be construed as a waiver of such provision or impair the right of either party to enforce such provision at a later time. Waiver by a party of any default by the other party shall not be deemed a waiver of any other default. Sections 8.2 and 10.2 of these Terms and Conditions shall survive termination of the Addendum for a period of two (2) years.
Transaction Information License Addendum – Attachments
Attachment 1 – List of Excluded Business Types
Neither Licensee nor any Sales Partner shall provide a Data Product to any of the following:
1. Any company or individual listed as a Specially Designated national or blocked person on the Office of Foreign Asset Control (OFAC) website
http://www.treas.gov/offices/enforcement/ofac/sdn/index.html).
2. Any company or individual that has been involved in fraud, or other unethical business practices.
3. Any company operating out of a residence (e.g., home-based business).
4. Any Marijuana dispensary.
5. Any company or individual that is located outside of the United States or Canada or that will use the Data Product outside of the United States or Canada.
6. Any agency of a foreign government.
7. Any weapons dealer, seller or distributor.
8. Any investment firm, company or fund.
In the event that Licensee or a Sales Partner provides a Data Product to any entity or individual included in this Attachment 1, Licensee shall promptly retrieve, take back or cause such entity or individual to destroy such Data Product and provide written certification of the same to Payrix, which certification documentation shall be reasonably pre-approved by Payrix.

DIRECT AGREEMENT & FIFTH THIRD BANK DISCLOSURE

Version: 10.2022.4 Last Modified: 12-17-2024

PAYRIX DIRECT MERCHANT AGREEMENT

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) the bank identified on the Member Bank Disclosure Page attached hereto (Acquirer), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-Merchant Responsibilities

Sub-Merchant agrees to comply, and to cause third parties acting as Sub-Merchant's agent (Agents) to comply, with the Payment Networks' by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks (collectively, Rules). Sub-Merchant may review the Visa, Mastercard, and Discover websites for a copy of the Visa,

Mastercard and Discover regulations. The websites are: http://usa.visa.com/merchants; and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/.

Without limiting the foregoing, Sub-Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-Merchant's software providers and/or equipment providers. If so indicated in the Payrix Terms of Service, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Rules and applicable law as they may relate to limited acceptance. Sub-Merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale. Sub-Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-Merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-Merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. Sub-Merchant Prohibitions

Sub-Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its

goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-Merchant, v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-Merchant further agrees that, under no circumstance, will Sub-Merchant store cardholder data in violation of applicable laws or the Rules including but not limited to the storage of track-2 data. Neither Sub-Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement

Upon receipt of Sub-Merchant's sales data for card transactions, Acquirer will process Sub-Merchant's sales data to facilitate the funds transfer between the various Payment Networks and Sub-Merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-Merchant directly to Sub-Merchant's designated demand deposit account (Sub-Merchant-Owned Designated Account) or, at Sub-Merchant's request, to a third-party check writer's account. Any dispute regarding amount of settlement shall be between Payrix and Sub-Merchant. Any dispute regarding the receipt of settlement shall be between Acquirer and Sub-Merchant, with Payrix managing and working to resolve any such dispute. Acquirer will debit the Payrix reserve account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder, provided that Acquirer may also debit the Sub-Merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-Merchant or the Payrix reserve account.

4. Term and Termination

This Merchant Agreement shall be binding upon Sub-Merchant upon Sub-Merchant's acceptance (by click through agreement or otherwise). The term of this Merchant Agreement shall begin, and the terms of the Merchant Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Merchant Agreement by issuing a merchant identification number and shall be coterminous with the Payrix Terms of Service with Sub-Merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Acquirer Services and/or terminate this Merchant Agreement without notice if (i) Sub-Merchant or Payrix fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-Merchant or Payrix may be a violation of the Rules or any applicable laws, (iii) Acquirer believes that Sub-Merchant has violated or is likely to violate the Rules or applicable laws, (iv) Acquirer determines Sub-Merchant poses a financial or regulatory risk to Acquirer or a Payment Network, (v) Acquirer's agreement with Payrix terminates, (vi) any Payment Network deregisters Payrix, (vii) Acquirer ceases to be a Member of the Payment Networks or fails to have the required licenses, or (viii) Acquirer is required to do so by any Payment Network. Notwithstanding the foregoing, Acquirer may cease providing Acquirer Services and/or terminate this Merchant Agreement for any reason or no reason at all following thirty (30) days written notice to Sub-Merchant and Payrix.

5. Limits of Liability

Sub-Merchant agrees to provide Acquirer, via a communication with Payrix, with written notice of any alleged breach by Acquirer of this Merchant Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-Merchant and a waiver of any and all rights to dispute such breach. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS MERCHANT AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-Merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Agreement. In the event that Sub-Merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Merchant Agreement, Sub-Merchant shall proceed against Payrix and not Acquirer, unless otherwise specifically set forth in the Rules. In no event shall Acquirer have any liability to Sub-Merchant with respect to this Merchant Agreement or the Acquirer Services. Sub-Merchant acknowledges Acquirer is only providing this Merchant Agreement to assist in Payrix's

processing relationship with Sub-Merchant, that Acquirer is not liable for any action or failure to act by Payrix, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-Merchant by Payrix. If Payrix is unable to provide its services to Sub-Merchant in connection with this Merchant Agreement and Acquirer elects to provide those services, directly, Sub-Merchant acknowledges and agrees that the provisions of this Merchant Agreement will no longer apply

and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-Merchant, will govern Acquirer's relationship with Sub-Merchant. If Payrix subsequently provides its services to Sub-Merchant in connection with this Merchant Agreement, Acquirer will cease to provide such services after receipt of notice from Payrix and this Merchant Agreement will govern Acquirer's relationship with Sub-Merchant.

6. Miscellaneous

This Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Texas without regard to conflicts of law provisions. This Merchant Agreement may not be assigned by Sub-Merchant without the prior written consent of Acquirer. This Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Merchant Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-Merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Merchant Agreement upon notice to Sub-Merchant in accordance with Acquirer's standard operating procedure. If any provision of this Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Agreement will be construed as if such provision is not contained in the Merchant Agreement. The Acquirer may be changed, and its rights and obligations assigned to another party, by Acquirer at any time without notice to Sub-Merchant. For purposes of protecting its interests as Acquirer hereunder, and without prejudicing Payrix’s rights hereunder, Acquirer may exercise any right or remedy of Payrix in the Payrix Terms of Service in its performance hereunder, and may also enforce any obligation of Sub-Merchant in the Payrix Terms of Service against Sub-Merchant.

MEMBER BANK DISCLOSURE PAGE

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) Fifth Third Bank (Acquirer, or Bank), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

Payment Facilitator Contact Information

Name:
Address:
Phone:
Payrix Solutions, LLC
5605 Glenridge Drive, Suite #375, Atlanta, GA 30342
(855) 672-9749

Member Bank Information

Name:
Address:
Phone:
Fifth Third Bank
8500 Governors Hill Drive, Symmes Township, OH 45249-1384
(866) 622-2390

Important Member Bank Responsibilities

• The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Sub-Merchant under this Merchant Agreement.
• The Bank must be a principal (signer) of this Merchant Agreement.
• The Bank is responsible for educating Sub-Merchant on pertinent Visa and Mastercard Rules with which Sub-Merchant must comply; but this information may be provided to you by Payrix.
• The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
• The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

• Ensure compliance with cardholder data security and storage requirements.
• Maintain fraud and chargebacks below Payment Network thresholds.
• Review and understand the terms of the Merchant Agreement.
• Comply with Payment Network rules.

Sub-Merchant Resources

• Sub-Merchant may download 'Visa Regulations' from Visa's website at:
[https://usa.visa.com/support/small-business/regulations-fees.html#3]
• Sub-Merchant may download 'Mastercard Rules' from Mastercard's website at:
[http://www.mastercard.com/us/merchant/support/rules.htm]

Municipality Addendum

ADDENDUM TO CONTRACT

This Addendum ("**Addendum**") is entered into as of the same date as the underlying contract attached hereto, by and between

_____, a political subdivision in [STATE of Merchant], [County or City of Merchant] (the "**Merchant**" and the "**State Law of Merchant**"), and Payrix Solutions, LLC (the "**Contractor**"). This Addendum is executed in accordance with the applicable State Law of Merchant to address certain provisions that are void or unenforceable as a matter of law, and it supplements the terms of the contract being entered into contemporaneously by the parties (the "**Contract**").

WITNESSETH:

WHEREAS, The State Law of Merchant prohibits certain terms and conditions in contracts entered into by a governmental entity or its agencies; and

WHEREAS, the Merchant also seeks to clarify its position on certain specific contracting terms as required under the State Law of Merchant; and

WHEREAS, the parties are required to comply with the mandatory provisions of the State Law of Merchant law to ensure the enforceability of the remaining provisions of the Contract;

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

1. Superseding Effect of The State Law of Merchant Law

Notwithstanding any provision in the Contract to the contrary, the parties acknowledge and agree that the Contract is subject to the State Law of Merchant, including but not limited to its Local Government Code and other applicable statutes. Any term or condition of the Contract that conflicts with such law is void ab initio and shall have no effect, and the Contract shall be enforced as if such term or condition had never been included.

2. Prohibited Provisions

The following terms and conditions, to the extent they appear in the Contract, shall be deemed void and unenforceable:

a. **Indemnification or Hold Harmless:** Any provision requiring the Merchant to indemnify or hold harmless another person or entity except to the extent permitted by the State Law of Merchant. Such provisions are hereby reformed to require the Merchant to be responsible only for its own actions and obligations as allowed by the State Law of Merchant.

b. **Binding Arbitration:** Any provision requiring the Merchant to submit to binding arbitration or other binding extrajudicial dispute resolution processes.

c. **Venue Selection:** Any provision requiring disputes to be resolved outside a court of proper jurisdiction located in the Merchant's state.

d. **Liability Limitation:** Any provision that requires the Merchant to agree to limit liability for any direct loss to the Merchant for bodily injury, death, or damage to property of the Merchant caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the Merchant, except as permitted by the State Law of Merchant.

e. **Unilateral or Unknown Terms:** Any provision that requires the Merchant to be bound by a term or condition that is unknown to the Merchant at the time of signing a contract, that is not specifically negotiated with the Merchant, that may be unilaterally changed by the other party, or that is electronically accepted by a Merchant employee, except that Contractor may add and change pricing to the Merchant upon notice to the Merchant which will be accepted by the Merchant except where the Merchant elects to terminate the Agreement as a result of such changed pricing.

f. **Legal Representation:** Any provision that provides for a person other than the Merchant criminal district attorney, or an attorney employed or designated by the Merchant pursuant to the State Law of Merchant, to serve as legal counsel for the Merchant.

g. **Public Records Compliance:** Any provision that conflicts with the Merchant's obligations under the State Law of Merchant Public Information Act.

3. Governing Law

The Contract, as modified by this Addendum, shall be governed by and construed in accordance with the State Law of Merchant, regardless of any contrary provisions in the Contract.

4. Severability

If any provision of the Contract, as modified by this Addendum, is found to be unenforceable under the State Law of Merchant, such provision shall be severed, and the remainder of the Contract shall continue in full force and effect.

5. No Waiver

The inclusion of this Addendum does not constitute a waiver of any rights or remedies available to the Merchant under applicable law, including but not limited to those provided by the State Law of Merchant Local Government Code and other relevant statutes.

6. Mandatory Retention Schedule for Records

If any provision of the contract requires the immediate return or destruction of documents involved in the contract, said provision is hereby modified to condition compliance only to the extent possible subject to established records retention policy or policies of the Merchant and in accordance with the State Law of Merchant.

7. Force Majeure

Any provision which excuses performance of a party or parties subject to a force majeure event, while still requiring the Merchant to continue in its payment obligations, is hereby modified such that, during any period in which the performance of a non-Merchant party is excused for a force majeure event, the corresponding obligation of the Merchant to pay for those goods and/or services is likewise excused during that same period of time.

8. Entire Contract

This Addendum, together with the Contract and any other executed amendments or addenda, constitutes the entire understanding between the parties concerning the subject matter addressed herein. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly *authorized representatives this* _____*day of* _____*, 2026.*

MERCHANT:

BY: _____

Name: _____

Its: _____

_____ PAYRIX SOLUTIONS, LLC

BY: _____

Name: _____

Its: _____

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Municipality Addendum

ADDENDUM TO PAYRIX SUB-MERCHANT AGREEMENT

This Addendum ("Addendum") is entered into as of the same date as the underlying contract attached hereto, by and between ***Hall County***, a political subdivision in Georgia, (the "Merchant" and the "State Law of Merchant"), and Payrix Solutions, LLC (the "Contractor"). This Addendum is executed in accordance with the applicable State Law of Merchant to address certain provisions that are void or unenforceable as a matter of law, and it supplements the terms of the contract being entered into contemporaneously by the parties (the "Contract").

WITNESSETH:

WHEREAS, The State Law of Merchant prohibits certain terms and conditions in contracts entered into by a governmental entity or its agencies; and

WHEREAS, the Merchant also seeks to clarify its position on certain specific contracting terms as required under the State Law of Merchant; and

WHEREAS, the parties are required to comply with the mandatory provisions of the State Law of Merchant law to ensure the enforceability of the remaining provisions of the Contract;

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

In Process

1. **Superseding Effect of The State Law of Merchant Law**
Notwithstanding any provision in the Contract to the contrary, the parties acknowledge and agree that the Contract is subject to the State Law of Merchant, including but not limited to its Local Government Code and other applicable statutes. Any term or condition of the Contract that conflicts with such law is void ab initio and shall have no effect, and the Contract shall be enforced as if such term or condition had never been included.

2. **Prohibited Provisions**
The following terms and conditions, to the extent they appear in the Contract, shall be deemed void and unenforceable:

a. Indemnification or Hold Harmless: Any provision requiring the Merchant to indemnify or hold harmless another person or entity except to the extent permitted by the State Law of Merchant. Such provisions are hereby reformed to require the Merchant to be responsible only for its own actions and obligations as allowed by the State Law of Merchant.

b. Binding Arbitration: Any provision requiring the Merchant to submit to binding arbitration or other binding extrajudicial dispute resolution processes.

c. Venue Selection: Any provision requiring disputes to be resolved outside a court of proper jurisdiction located in the Merchant's state.

d. Liability Limitation: Any provision that requires the Merchant to agree to limit liability for any direct loss to the Merchant for bodily injury, death, or damage to property of the Merchant caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the Merchant, except as permitted by the State Law of Merchant.

e. Unilateral or Unknown Terms: Any provision that requires the Merchant to be bound by a term or condition that is unknown to the Merchant at the time of signing a contract, that is not specifically negotiated with the Merchant, that may be unilaterally changed by the other party, or that is electronically accepted by a Merchant employee, except that Contractor may add and change pricing to the Merchant upon notice to the Merchant which will be accepted by the Merchant except where the Merchant elects to terminate the Agreement as a result of such changed pricing.

f. Legal Representation: Any provision that provides for a person other than the Merchant criminal district attorney, or an attorney employed or designated by the Merchant pursuant to the State Law of Merchant, to serve as legal counsel for the Merchant.

g. Public Records Compliance: Any provision that conflicts with the Merchant's obligations under the State

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Law of Merchant Public Information Act.

3. **Governing Law**
The Contract, as modified by this Addendum, shall be governed by and construed in accordance with the State Law of Merchant, regardless of any contrary provisions in the Contract.

4. **Severability**
If any provision of the Contract, as modified by this Addendum, is found to be unenforceable under the State Law of Merchant, such provision shall be severed, and the remainder of the Contract shall continue in full force and effect.

5. **No Waiver**
The inclusion of this Addendum does not constitute a waiver of any rights or remedies available to the Merchant under applicable law, including but not limited to those provided by the State Law of Merchant Local Government Code and other relevant statutes.

6. **Mandatory Retention Schedule for Records**
If any provision of the contract requires the immediate return or destruction of documents involved in the contract, said provision is hereby modified to condition compliance only to the extent possible subject to established records retention policy or policies of the Merchant and in accordance with the State Law of Merchant.

7. **Force Majeure**
Any provision which excuses performance of a party or parties subject to a force majeure event, while still requiring the Merchant to continue in its payment obligations, is hereby modified such that, during any period in which the performance of a non-Merchant party is excused for a force majeure event, the corresponding obligation of the Merchant to pay for those goods and/or services is likewise excused during that same period of time.

8. **Entire Contract**
This Addendum, together with the Contract and any other executed amendments or addenda, constitutes the entire understanding between the parties concerning the subject matter addressed herein. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives this 21st day of August, 2026.

MERCHANT: Hall County, Georgia

BY: _____

Name: Taylor Samples

Its: Director of Financial Services

PAYRIX SOLUTIONS, LLC

BY: _____

Name: William Ferris

Its: _____

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 614/2026

SUBJECT: Approve the settlement agreement between Hall County and The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc. resolving Civil Action File No. 2026CV001442, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: NA

Recommendation:
Approve.

Purpose of Request:

Approve the settlement agreement between Hall County and The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc. resolving Civil Action File No. 2026CV001442, subject to review and approval by the County Attorney.

History:
The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc. filed suit against Hall County challenging its exclusion from the County's prequalified pool of paving contractors. The parties, through counsel, have engaged in discussions regarding a potential resolution of the litigation. Those discussions have resulted in the proposed Settlement Agreement presented for the Board's consideration.

Facts and Issues:
The proposed Settlement Agreement provides that Sunbelt will be added to the County's prequalified pool of paving contractors but will not be eligible to bid on County paving projects or task orders until July 1, 2027. In exchange, Sunbelt will dismiss its pending lawsuit against Hall County with prejudice. Approval of the Settlement Agreement will resolve the litigation without further proceedings.

Options:

Approve or deny.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2026-09-10

Approvals:

Submit	Attorney	Administration	Clerk
JL	JL	CR	JR

Attachments:

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 568/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend Chapter 4.10 of the Official Code of Ordinances of Hall County, GA with regard to animal services and adopting revisions to the Animal Services Fee Schedule, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: BH

Recommendation:
Request approval.

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution to amend Chapter 4.10 of the Official Code of Ordinances of Hall County, GA with regard to animal services and adopting revisions to the Animal Services Fee Schedule, subject to review and approval by the County Attorney.

History:

Hall County Animal Services periodically reviews its Animal Services Ordinance and associated fee schedule to ensure they remain consistent with current operations, community needs, and service delivery practices.

Facts and Issues:

Options:

The proposed revisions update Chapter 4.10 of the Hall County Code of Ordinances relating to Animal Services and revise the associated Animal Services Fee Schedule. The amendments are intended to address identified operational and service needs and incorporate input received from County staff and citizens. Approval of the resolution will replace the existing Chapter 4.10 and Animal Services Fee Schedule with the revised versions presented as Exhibits.

The estimated financial impact for these changes is approximately $ 24K for FY 2027.

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

Approvals:

Submit	Approve	Budget	Finance
TG	BH	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Resolution
Exhibit A - 2026 Proposed Updated Ordinances
Exhibit B - 2026 Updated Fee Schedule

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 568/2026

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
2027	100-GENERAL FUND	3910-ANIMAL SERVICES	346112-ANIMAL QUARANTINE FEES	$-23,750.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TG

Phone: 4706237139

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY WITH REGARD TO ANIMAL CONTROL

WHEREAS, Hall County has developed a comprehensive Animal Control Ordinance; and

WHEREAS, the Service Delivery Strategy Agreement among Hall County and all municipalities located wholly or partially within Hall County provides that Hall County shall provide animal control services on a county-wide basis; and

WHEREAS, Hall County has received input from its citizens and from County staff regarding revisions to the Animal Control Ordinance; and

WHEREAS, Hall County has received input from its citizens and from County staff regarding revisions to the Animal Services Fee Schedule; and

WHEREAS, the Board of Commissioners has considered the proposed revisions to the Animal Control Ordinance and deems it to be in the best interest of Hall County citizens to adopt such revisions;

WHEREAS, the Board of Commissioners has considered the proposed revisions to the Animal Services Fee Schedule and deems it to be in the best interest of Hall County citizens to adopt such revisions;

NOW, THEREFORE, the Board of Commissioners does hereby amend the Official Code of Hall County, Georgia as follows:

1.

Chapter 4.10 of the Official Code of Hall County, Georgia, Animal Services, is hereby amended by deleting said Chapter in its entirety and inserting in lieu thereof a new Chapter 4.10 which is attached as Exhibit "A" which is by this reference made a part hereof.

2.

The Animal Service Fee Schedule of Hall County, Georgia, Animal Services, is hereby amended by deleting said Animal Service Fee Schedule in its entirety and inserting in lieu thereof a new Animal Services Fee Schedule which is attached as Exhibit "B" which is by this reference made a part hereof.

3.

Any and all provisions of the Official Code of Hall County which are in conflict with this Resolution are hereby repealed.

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

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

CHAPTER 4.10. ANIMAL SERVICES (2026 REVISION)[1]

Article I. General Provisions	
4.10.100.	Definitions.
4.10.110.	Animal services division.
4.10.120.	Dog control officer.
4.10.130.	Cooperation with animal control officer.
4.10.140.	Enforcement of chapter.
4.10.150.	Summons.
4.10.160.	Violations; penalty.
Article II. Duties Towards Animals	
4.10.200.	Duty of owner to keep animals under control.
4.10.205.	Public nuisance animal.
4.10.210.	Rabies vaccination; vaccination fee; display of tag.
4.10.220.	Limitation of ownership.
4.10.230.	Maintaining livestock.
4.10.240.	Guard animals.
4.10.250.	Hazardous animals.
4.10.260.	Confining dogs and cats in heat.
4.10.265.	Indiscriminate breeder
4.10.270.	Loud noises prohibited.
4.10.280.	Sterilization of dogs and cats.
4.10.290.	Disposal of dead animals.
Article III. Animal Abuse	
4.10.300.	Animal abuse—Abandonment.
4.10.310.	Animal abuse—Physical harm.
4.10.320.	Animal abuse—Food, exercise, space and air.
4.10.330.	Animal abuse—Shelter and sanitation.
4.10.340.	Animal abuse—Hoarder.
4.10.345.	Habitual violator
4.10.350.	Animal abuse—Leaving in autos.
4.10.360.	Animal abuse—Fighting.
4.10.370.	Animal abuse—Dying or coloring certain animals for display, sale, or gift prohibited.
4.10.380.	Animal abuse—Procuring another to do act.
4.10.390.	Animal abuse—Exemptions.
Article IV. Impoundment and Required Euthanasia	
4.10.400.	Impoundment of animals, generally.
4.10.410.	Impoundment, housing and care of dangerous or potentially dangerous animals.
4.10.420.	Notice to owner of impounded animal; impound fees; redemption by owner.

[1]Editor's note(s)—Res. of 2-11-10(2), § 1(Ex. A), amended Ch. 4.10 title to read as herein set out. Former Ch. 4.10 title pertained to animal services.

4.10.430.	Release of impounded animals.
4.10.440.	Biting animals.
4.10.450.	Suffering animals.
4.10.460.	Livestock impoundment.
4.10.470.	Disposition of feral animals and unowned animals.
Article V. Classification and Registration of Dangerous and Potentially Dangerous Animals	
4.10.500.	Animal control officer; duties generally.
4.10.510.	Classification of dangerous or potentially dangerous animals; notice to owner required; contents of notice.
4.10.520.	Liability of owner of dangerous or potentially dangerous animal.
4.10.530.	Presiding body at hearings on dangerous or potentially dangerous animals.
4.10.540.	Procedure for hearings on dangerous or potentially dangerous animals.
4.10.550.	Notice of determination regarding dangerous or potentially dangerous animal.
4.10.560.	Certificate of registration required for dangerous or potentially dangerous animals.
4.10.570.	Certificate of registration for dangerous or potentially dangerous animal; proof of proper enclosure and posting of premises.
4.10.580.	Certificate of registration for dangerous animal; proof of insurance or bond.
4.10.590.	Dangerous or potentially dangerous animals; exemptions.
Article VI. Maintaining Dangerous and Potentially Dangerous Animals	
4.10.600.	Notice of escape, death, or change of ownership of dangerous or potentially dangerous animal.
4.10.610.	Dangerous or potentially dangerous animals; annual registration fee.
4.10.620.	Dangerous animals; muzzling.
4.10.630.	Potentially dangerous animals; restraint.
4.10.640.	Dangerous or potentially dangerous animals; confiscation; return to owner or destruction.
4.10.650.	Destruction of dangerous or potentially dangerous animals.
4.10.660.	Citation and court appearance for violations relating to dangerous or potentially dangerous animals.
4.10.670.	Limitations of potentially dangerous, dangerous and vicious animals.
Article VII. Hall County Animal Shelter	
4.10.700.	Adoption.
4.10.710.	Community cat program/feral cat colony
4.10.720.	Restrictions of sale of dogs and cats
4.10.730.	Roadside sales
4.10.740.	Violations.

ARTICLE I. GENERAL PROVISIONS

4.10.100. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means to place upon public property, within a public building or within the private property of another without the express permission of the owner, custodian or attendant of the private property, any domesticated animal or agricultural animal that is unattended or uncared for. Any owner shall also be considered to abandon the domesticated animal or agricultural animal, for the purposes of this chapter, if the animal has been upon or within the property of the owner or custodian of this animal for a period of time in excess of 36 hours unattended and without adequate food and water or if the owner of the animal was evicted from the premises where the domesticated animal, exotic animal, or agricultural animal was kept and said owner fails to immediately remove the animal from the premises.

Adequate food means food that is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Adequate food shall not include garbage, spoiled, rancid or unhygienic food or food containing worms, insects or insect larvae.

Adequate size means a structure or crate of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure or crate comfortably.

Adequate space means a sufficient space for adequate exercise suitable to the age, size, species and breed of animal, which, unless otherwise provided in this chapter, shall include at least:

1. An enclosure with a minimum of 100 square feet per animal except for an animal in transport by vehicle, an animal being boarded at a licensed facility, or any animal under 25 pounds that shall be provided with space of adequate size

Adequate water means clear, drinkable water in adequate supply, but does not include snow, ice, rancid, unhygienic water or water containing worms, insects, or insect larvae.

Aggravated habitual violator means a habitual violator as provided for in this chapter that has been found guilty of more than one violation of article III of this chapter or any other provision of this chapter wherein the animal involved in the violations inflicted a bite breaking the skin on another animal or human.

Agricultural animal means any hoofed animal including, but not limited to, bovine, caprine, equine, ovine, and swine, and, more specifically, cows, donkeys, goats, horses, llamas, mules, sheep and pigs as well as all other animals used or suitable for either food, fiber or labor including chickens, roosters, turkeys, or other fowl on agricultural property that are owned or leased.

Agricultural property means, for the purpose of this chapter only, any parcel of land two acres or more in size, or property that is less than two acres in size that is contiguous or adjacent to parcels of land that are at least five acres or more in size and are owned or leased to the same person.

Animal means any animal including those of the amphibian (amphibians), reptilian (reptiles), aves (fowl) and mammalia (mammals) classes.

Animal at large means an animal not under restraint or control.

Animal control officer means any officer, agent or employee of Hall County Animal Services designated by the governing authority to perform the duties of animal control and enforcement of this chapter and to perform the duties of dog control officer pursuant to O.C.G.A. § 4-8-22(c), as amended from time to time.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under § 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This term does not include any entity, which is, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

Animal shelter means any facility operated by or under contract for the state, county, a municipal corporation, or a political subdivision of the state for the purpose of impounding or harboring seized, stray,

homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.

Animal under restraint/control means any domesticated animal or agricultural animal is considered under restraint unless otherwise provided herein if:

1. It is controlled within the property limits of its owner by:

    a. A visible physical barrier from which the animal cannot escape, that is securely locked by key or combination lock at any time the animal is left unattended and that is not an invisible electronic fence; or

b. A tether made of any material is not allowed.2. It is controlled on a leash by a person physically able to control the animal. The leash shall be of sufficient size and strength to prevent escape, not to exceed 10' in length.

3. It is entirely contained within the occupant enclosure of a vehicle where said animal cannot escape nor could be subjected to health issues;

4. If entirely contained within the cargo area of a truck being driven or parked on the streets, it is safely restrained by a harness of sufficient strength to restrain the animal or confined in a kennel, crate or cage; or

5. It is within the fenced enclosure of any dog park approved and operated by the governing authority.

6. Voice control or electronic device or fence is not considered as an animal that is restrained or controlled.

Board of Health means the Hall County Board of Health.

Bona fide farm means five acres or more of land used for agriculture and which houses livestock.

Canine shall mean a dog.

Cock fighting tool means any instrument attached to the spur or body of a rooster intended to be used for fighting.

Community cat means any stray or feral cat (unowned and free roaming) that has been impounded by the animal control unit and marked by surgical ear-tip in accordance with the Community Cat Program, the "CCP".

Dangerous animal means any animal other than livestock maintained on agricultural property, that, according to the records of an appropriate authority:

1. Has without provocation inflicted severe injury on a human being on public or private property; or

2. Aggressively bites, attacks, or endangers the safety of humans, domesticated animals or agricultural animals without provocation after the animal has been classified as a potentially dangerous animal and after the owner has been notified of such classification.

Domesticated animal means an animal that is living in or about the habitation of people including, but not limited to, cats, chickens, dogs, ducks, cows, fowl, geese, horses, rabbits, reptiles, swine and livestock, whether or not they are further classified by this chapter as exotic animals, hazardous animals, dangerous animals or potentially dangerous animals, but shall not include agricultural animals. Pen raised skunks are categorized as those skunks acceptable by the State of Georgia and may be kept in Georgia as pets.

Exotic animal means an animal that is a member of the classes mammalia, aves, reptillia, or amphibia, or any other animal that is not ordinarily domesticated and kept as a household pet in the United States, including but not limited to: large cats (lions, tigers, leopards, jaguars, cougars), bears, nonhuman primates, wolves or worlf hybrids, venomous reptiles, crocodilians, large constrictor snakes, and any other species designated by the county animal control director as presenting a comparable risk to public health or safety.

Feral animal means an animal that has escaped from a domestic or captive status and is more or less living as a wild animal or is born of a feral animal.

Fowl means chickens, ducks, geese, roosters, turkeys, poultry and other birds of the aves class.

Governing authority means the board of commissioners of Hall County, Georgia.

Guard animal means any animal which has been trained to attack persons or other animals independently or upon oral command and any animal which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which it is located.

Habitual violator means any owner or member of the owner's household that is found guilty of violating two or more of the same sections of this chapter over a 12-month period when the violations for two or more of the same sections occur on separate days.

Hall County Animal Shelter means the animal shelter operated by Hall County, Georgia.

Harbors means providing comfort and safety by providing food, water, or shelter for more than seven days.

Hazardous animal means any animal:

1. For which a permit or license is required for possession pursuant to O.C.G.A. § 27-5-1, et seq.;
2. That is a hybrid animal which is part wild animal in accordance with the laws of the State of Georgia; or
3. That is a Reticulated Python (Python reticulatus), Amethystine Python (Morelia amethistina), Green Anaconda (Eunectes murinus), Indian Python (Python molurus—the Burmese Python P. m. bivittata is a subspecies of the Indian) or African Rock Python (Python sebae).

Hoarder means a person or entity that is the owner of more than one animal maintained without adequate food, water, sanitation or space.

Humane society means the Humane Society of Hall County or any corporation, organization or association existing for the purpose of prevention of cruelty to animals, education for humane treatment of animals or animal adoption for stray animals.

In distress means the condition of an animal that, because of lack of necessary veterinary care, is in pain, anxiety, or acute physical or mental suffering requiring immediate assistance to prevent death of the animal or an animal suffering to the extent that necessary veterinary care is required to prevent further physical harm to the animal.

Indiscriminate breeder is someone who is not licensed by the department of agriculture, does not have a Hall County business license, and intentionally allows their animal to breed or allows for circumstances in which an animal breeds, even if unintentional by the owner.

In heat means a female animal that is in her estrous cycle.

Law enforcement agency means the Hall County Sheriff's Office, Hall County Enforcement Division or any other law enforcement agencies of the governing authority.

Livestock means any hoofed animal including, but not limited to, bovine, caprine, equine, ovine, and swine, and, more specifically, cows, donkeys, goats, horses, llamas, mules, sheep and pigs.

Necessary veterinary care means medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, or breed of the animal, or to prevent an animal from suffering from:

1. Ongoing infection;
2. Infestation of parasites;
3. Disease; or
4. Any other medical condition/injury where withholding or neglecting to provide such veterinary care would further endanger the health or welfare of the animal or promote the spread of communicable diseases.

Owner means any natural person or any legal entity, including, but not limited to a corporation, partnership, firm, trust, or parent or legal guardian of any minor, who or which:

1. Owns;
2. Possesses;
3. Harbors;
4. Keeps;
5. Cares for;
6. Feeds;
7. Maintains;
8. Has custody or control of; or
9. Knowingly permits an animal to be harbored or kept or to remain on or about their premises within the jurisdiction of the governing authority. If an animal has more than one owner, any one or all of such owners may be prosecuted for violations.

Pasture means any area of land consisting of 7,500 sq ft for goats or sheep or any area of land consisting of 15,000 sq feet for horse or cattle used for feeding, housing, roaming, or any other activity related to said animals.

Pet shop means a retail establishment where animals are sold, advertised for sale, exchanged, offered for adoption, bartered or offered for sale, or auctioned as pet animals to the general public at retail. Such definition shall not include a private residence not generally open to the public, an animal control facility, or animal rescue organization as defined.

Potentially dangerous animal means any animal, other than livestock maintained on agricultural property, with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings, or any animal that when unprovoked:

1. Inflicts injury on a human being on public or private property;
2. Chases or approaches a human being upon the street, sidewalks or any public grounds or the private property of another in a vicious or terrorizing manner in an apparent attitude of attack; or
3. On more than one occasion causes injury to or death of another domesticated animal or agricultural animal.

Proper enclosure means an enclosure for keeping a dangerous animal or potentially dangerous animal while on the owner's property securely confined and enclosed in a manner suitable to prevent the entry of young children and designed to prevent the animal from escaping as specified in the criteria set forth in subsection 4.10.570B of this chapter.

Public or *private animal refuge* means a place where a harborer of unwanted animals of any breed, including crossbreeds, provides food, shelter, and confinement for more than four animals of any kind.

Public nuisance animal means an animal that:

1. Is repeatedly found at large;
2. Damages the property of another, or causes injury to a person (not from an aggressive attack);
3. Attacks or bites without provocation;
4. Chases vehicles, bicycles, or people; or
5. Is found with no owner's tag, microchip, or other form of owner's information that would aid in returning the animal to the rightful owner.

Quarantine means a minimum of ten consecutive days of confinement used for observation of the health status of an animal that has bitten a person, regardless of whether the animal has been vaccinated or not. Quarantine confinement may be completed at a licensed kennel, veterinary hospital or facility, animal shelter, commercial boarding facility, or at any other facility deemed appropriate by the Hall County Animal Services Division.

Records of appropriate authority means records of any state, county or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; records of a dog control officer as provided in O.C.G.A. § 4-8-22(c); or records of an animal control officer as provided by this chapter.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery, or a physical injury that results in death.

Sexually mature animal means any dog or cat that has reached the age of 180 days or more.

Sterilization means the surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.

Unowned animal means any animal that is not wearing a collar or other identifying information such as a microchip, and no information is known about a possible owner.

(Res. of 2-11-10(2), § 1(Ex. A); Res. of 10-25-18(1), § 1; Res. of 5-10-23(1), § 1(Ex. A))

Editor's note(s)—Res. of 2-11-10(2), § 1(Ex. A), repealed former § 4.10.100, and enacted a new § 4.10.100 as set out herein. Former § 4.10.100 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

4.10.110. Animal services division.

The animal services division of Hall County shall be comprised of Hall County Animal Control and the Hall County Animal Shelter. Hall County Animal Control shall be responsible for enforcing the provisions of this chapter and such other duties as assigned by the animal services director. The Hall County Animal Shelter shall be responsible for sheltering animals impounded by Hall County Animal Control, the adoption of animals released to it from Hall County Animal Control and such other duties as may be assigned in this chapter and the animal services director.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.120. Animal control officer.

Pursuant to O.C.G.A. § 4-8-22(c), the duties of the dog control officer shall be vested in the animal services division director and his designees which shall include all individuals employed by said division to enforce the provisions of the chapter as animal control officers.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.130. Cooperation with animal control officer.

A. An animal control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this chapter. All law enforcement agencies of the governing authority shall cooperate with the animal control officers in enforcing the provisions of this chapter.

B. It shall be unlawful:

1. To interfere with, fail to cooperate with or fail to respond to any lawful request of a Hall County Animal Control Officer or any law enforcement officer acting pursuant to this chapter;
2. To refuse to comply with any Hall County Animal Control Officer's command to place an animal in quarantine or to provide an animal to Hall County Animal Control for quarantine;
3. To take or attempt to take any animal from a Hall County vehicle, trailer or any other vehicle or trailer used by Hall County to transport an animal pursuant to this chapter without the authorization of Hall County Animal Services;
4. To take or attempt to take any animal from the Hall County Animal Shelter or other impounding area used by Hall County Animal Services for the purposes of this chapter without the authorization of Hall County Animal Services;
5. To relocate, interfere with, or alter the operation of any device, equipment, or item of Hall County Animal Services without the express authorization of Hall County Animal Services;
6. To place their own animal into or remove any animal confined within a trap or cage operated by Hall County Animal Control without the authorization of Hall County Animal Services; or
7. To give a false name, address, date of birth, or statement to any officer, employee or agent of Hall County Animal Services in the lawful discharge of his or her official duties with the intent to mislead such officer, employee or agent in any way.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.140. Enforcement of chapter.

The primary responsibility for the administration and implementation of this chapter shall be vested in Hall County Animal Services with the enforcement of all of said chapter except for article VII to be vested in Hall County Animal Control, which may call upon such other officers and employees of any law enforcement agency of the governing jurisdiction as may also be necessary for the enforcement of this chapter. Animal control officers may exercise good faith discretion in the implementation and enforcement of the provisions of this article. Enforcement shall be based upon a complaint lodged with an animal control officer or observations made by an animal control officer.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.150. Summons.

Upon information known to, or a complaint lodged with, any officer or member of Hall County Animal Control, or any law enforcement agency employee of the governing authority, that any owner or possessor of an animal is in violation of this chapter, a summons or citation shall be issued requiring the owner or possessor of such animal to appear before the judge of the magistrate's court of the county on a day and time certain and to answer said summons or citation.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.160. Violations; penalty.

A. Any person, firm, corporation, association or partnership violating any provision of this chapter as the same exists or as it may hereinafter be amended, or who shall fail to do anything required by this chapter as the same exists or as it may hereafter be amended, shall be guilty of a County ordinance violation, amenable to the process of the magistrate or state court of Hall County, and upon conviction, shall be punished as provided in the Official Code of Hall County, Georgia Section 1.50.020 for each violation in the discretion of the court. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

B. In addition to any other penalties allowed by law, the court, as a part of the sentence, may include conditions mandating the spay or neuter of offender's animals, or prohibiting the offender from owning, possessing, or having on the offender's premises any animal.

C. A habitual violator or aggravated habitual violator shall be sentenced to at least a fine of twice the amount imposed on the defendant's last conviction for a violation of this chapter, unless otherwise constrained by law.

D. A person determined by the courts to be an indiscriminate breeder shall be mandated to spay or neuter all of their animals. In the event the owner cannot afford to do so or would rather surrender their animals to the Hall County Animal Shelter they do so with the understanding that they shall not own any animals for a period of two years.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

ARTICLE II. DUTIES TOWARDS ANIMALS

4.10.200. Duty of owner to keep animals under control.

It is unlawful for the owner of any domesticated animal or agricultural animal, or anyone having a domesticated animal or agricultural animal in his possession or control, to permit such domesticated animal or agricultural animal to be at large and not under restraint or control unless said animal is livestock and is maintained in accordance with section 4.10.230 of this chapter. However, on or after January 1, 2010, all hazardous animals shall be maintained in accordance with section 4.10.250D of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.205. Public nuisance animal.

A. A public nuisance animal is defined in this chapter as one that:

1. Is repeatedly found at large (two or more violations in any 12-month period);
2. Damages the property of another, or causes injury to a person (not from an aggressive attack);
3. Attacks or bites without provocation;
4. Chases vehicles, bicycles, or people; or
5. Is found with no owner's tag, microchip, or other form of owner's information that would aid in returning the animal to the rightful owner.
6. Attacks or causes injury to another animal.

B. Any such public nuisance animal may be impounded and the owner or possessor charged for a violation of this chapter.

(Res. of 1-23-25(1), § 2)

4.10.210. Rabies vaccination; vaccination fee; display of tag.

A. When any animal as may be required by state law to be vaccinated for rabies is being kept in the jurisdiction of the governing authority, it shall be the duty of any owner or possessor or custodian of said animal to procure current rabies vaccination if said animal is three months of age or older. The owner, possessor or custodian shall affix to the collar or harness of the animal the current vaccination tag as prescribed by the board of health.

B. The veterinarian administering the rabies vaccine required by this section shall collect, in addition to the charges for vaccination, the sum of $0.50 for each dog vaccinated. The fees collected under this provision shall be delivered to the general fund for the board of commissioners of Hall County by the veterinarian collecting said fees on or before the 20th day of the month following the month in which said fees were collected.

C. It shall be unlawful for any owner of a dog, cat or other animal required to have a rabies vaccination by state law, to allow such animal in any area of the jurisdiction of the governing authority without a visible collar which shall have attached a valid and current rabies vaccination tag as required by the board of health. It shall be the duty of each animal owner required to have a rabies vaccination for such animal to provide a collar with a rabies vaccination tag for each animal, except when such animal is participating in an animal show or exhibition.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.220. Limitation of ownership.

A. Any person who has been convicted of a violation of article III of this chapter or who is a habitual violator under the provisions of this chapter shall not own, possess, or have on his premises with him any animal for one year from the date of conviction without a written waiver from the Hall County Animal Services Director. A nolo contendere plea is considered a conviction for the purpose of this section. Nothing in this section shall prohibit the court from imposing a greater length of time as a part of any sentence imposed for a violation of this chapter.

B. Any person who is an aggravated habitual violator under the provisions of this chapter shall not own, possess, or have on his premises with him any animal for three years from the date of conviction without a written waiver from the Hall County Animal Services Director. A nolo contendere plea is considered a conviction for the purpose of this section. Nothing in this section shall prohibit the court from imposing a greater length of time as a part of any sentence imposed for a violation of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.230. Maintaining livestock.

A. All livestock shall be:

1. Confined within the property limits of its owner by:

i. A visible fence enclosure (can be electric); or

2. Controlled by a leash or lead in the possession of a person physically able to control the animal;

3. Contained within the occupant enclosure of a vehicle or any D.O.T. approved trailer suitable for carrying and containing said animal;

4. Contained within the cargo area of a truck being driven or parked on the streets if it is safely restrained by a harness of sufficient strength to restrain the animal or confined in a kennel or cage; or

5. If the livestock is otherwise restrained in accordance with the provisions of this chapter for having an animal under restraint or as may otherwise be provided.

B. Any fenced enclosure containing livestock shall be maintained in such a manner as to keep any livestock from escaping the property of its owner.

C. Any person providing boarding or pasturing space or such services for hire shall have the same responsibility for maintaining the livestock and the enclosure it is kept within in accordance with paragraphs A. and B. of this section unless an applicable livestock owner lease agreement or other agreement between the livestock owner and the property owner specifies the livestock owner is responsible for maintaining livestock.

D. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the jurisdiction of the governing authority or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

E. Unless kept in accordance with standard agricultural practices and as otherwise permitted pursuant to sections 17.290.010 through 17.290.040 of this Code, only one horse/cattle for 15,000 sq ft and one goat/sheep for 7,500 sq ft.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.240. Guard animals.

In addition to all other requirements of this chapter, any person maintaining a guard animal in an area for the protection of persons or property shall meet each of the following requirements:

A. The animal shall be confined to an enclosed area adequate to ensure that the animal cannot escape and that is securely locked by key or combination lock at any time the animal is left unattended.

B. When not securely enclosed, the animal shall be under the absolute physical control of a handler that is capable of restraining and controlling the dog at all times, muzzled and restrained by a secure leash which is not in excess of six feet in length and which is of sufficient strength to prevent escape of the animal.

C. The owner or other persons in control of the premises upon which a guard animal is maintained shall post warning signs over or next to all exterior doors stating that a guard animal is on the premises. At least one such sign shall be posted at each driveway or entranceway to said premises. Such sign shall

be in lettering clearly visible from either the curb line or at a distance of 50 feet, whichever is greater, and shall contain a telephone number where some person responsible for controlling such guard animal can be reached 24 hours a day.

D. The owner or custodian of any guard animal shall report to Hall County Animal Control within 24 hours any of the following:

1. Escape of the guard animal;
2. An attack on a human or animal by the guard animal;
3. Transfer of ownership of the guard animal by sale, gift or otherwise;
4. Any change in the location of the guard animal; or
5. Death of the guard animal.

E. Prior to the placing of a guard animal on any property, the person or persons responsible for the placing shall inform Hall County Animal Control, all law enforcement agencies of the governing authority, as well as the fire chief, in writing, of their intention to post said animal, the number of animals to be posted, the location where said animal will be posted, the approximate length of time said animal will be guarding the area, and the breed, sex, age and rabies tag number of said animal. Said notice must be renewed in writing every 12 months.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.250. Hazardous animals.

A. No person shall own, keep, harbor, house, or permit to be kept, harbored or housed any hazardous animal within the jurisdiction of the governing authority, unless said animal is registered in writing annually with the Hall County Animal Control Director or his designee in accordance with paragraph B of this section.

B. Written registration shall be made to the Hall County Animal Control Director or his designee and shall include:

1. Photographic evidence that the animal will be kept under restraint or confined and will be provided with adequate space as is common for the hazardous animal species being registered;
2. Proof that the animal is registered as required by state or federal law; and
3. Payment of any required registration fee for hazardous animals as set by the fee schedule adopted by the governing authority.

C. The owner of any hazardous animal shall keep the animal:

1. In a container, kennel, crate or fence that it cannot escape and that is securely locked by key or combination lock at any time the animal is left unattended;
2. Controlled by a leash or lead by a person physically able to control the animal; or
3. Entirely contained within the occupant enclosure of a vehicle.

D. The owner of the hazardous animal shall notify animal control:

1. Immediately if the animal has attacked a human or other animal;
2. Within 24 hours if the animal is on the loose, is unconfined, has died;

3. Within 72 hours if the animal has been sold, transferred or donated and provide the animal control officer with the name, address, and telephone number of the new owner of the animal as well as the address for the location of the animal;

4. Within 72 hours of any change in the property location where the hazardous animal is kept; and

5. Within 72 hours of the death of the hazardous animal.

E. The owner of any hazardous animal must obtain all necessary state and federal permits and meet all state, local, and federal requirements for keeping such animal.

(Res. of 2-11-10(2), § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

Editor's note(s)—Res. of 2-11-10(2), § 1(Exh. A), repealed former § 4.10.250, and enacted a new § 4.10.250 as set out herein. Former § 4.10.250 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

4.10.260. Confining dogs and cats in heat.

Every female dog or cat in heat shall be confined in a building or other enclosure in such manner that such female animal cannot come into contact with another sexually intact animal of the same species except for planned breeding.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.265. Indiscriminate breeder.

It is unlawful to be an indiscriminate breeder within the jurisdiction of this governing authority.

(Res. of 5-10-23(1), § 1(Exh. A)

4.10.270. Loud noises prohibited.

A. It shall be unlawful for any person to keep or maintain any domesticated animal or agricultural animal that makes, continues or causes to be made or continues any loud, unnecessary or unusual sound or noise which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others in the jurisdiction of the governing authority and which is audible to a person of normal hearing ability more than 100 feet from the point of origin of this sound or noise. Anyone who keeps or maintains a domesticated animal or agricultural animal that unreasonably disturbs the comfort or repose of any person or persons because the domesticated animal or agricultural animal is emitting frequent or long continued sounds or noises, and who continues to keep, maintain, or allow any domesticated animal or agricultural animal to so disturb the comfort or repose of any person or persons shall be deemed in violation of this section. This section shall apply to horses, livestock, poultry and other farm animals unless on a Bonafide farm.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

B. Roosters are prohibited in residential, mixed-use, and business districts. No more than one rooster is allowed in AG and AR-1 districts unless located on a Bonafide farm.

4.10.280. Sterilization of dogs and cats.

A. Any public or private animal shelter, including the Hall County Animal Shelter, animal control agency operated by a political subdivision of this state, including Hall County Animal Control, a humane society, or a

public or private animal refuge, shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:

1. Providing sterilization by a licensed veterinarian before relinquishing custody of the dog or cat; or
2. Entering into a written agreement with the person acquiring such dog or cat guaranteeing that sterilization will be performed by a licensed veterinarian within 30 days after acquisition of such dog or cat in the case of a sexually mature animal or by the sexual maturity of the animal in the case of a sexually immature animal, provided, however, that the requirements of this paragraph shall not apply to any privately owned dog or cat which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such dog or cat claims or presents evidence that such dog or cat is the property of such person.

B. All costs of sterilization pursuant to this section shall be the responsibility of the person acquiring such dog or cat and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such dog or cat.

C. Any person acquiring a dog or cat from a public or private animal shelter including the Hall County Animal Shelter, an animal control agency operated by a political subdivision of this state including Hall County Animal Control, a humane society, or a public or private animal refuge, which dog or cat is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge from which the dog or cat was acquired a signed statement from the licensed veterinarian performing the sterilization required by paragraph A.2 of this section within seven days after such sterilization attesting that such sterilization has been performed.

D. Every public or private animal shelter, including the Hall County Animal Shelter, an animal control agency operated by a political subdivision of this state, including Hall County Animal Control, a humane society, or a public or private animal refuge selling or offering for sale or exchange any dog or cat that is not sterilized shall maintain and furnish to any person acquiring a dog or cat from such shelter, agency, society, or refuge, a current list of veterinarians licensed in this state who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.290. Disposal of dead animals.

A. If a domesticated animal or agricultural animal other than livestock or fowl shall die:

1. The owner must bury the carcass within 24 hours after the death and discovery of the carcass; and
2. The animal shall be buried at least three feet below the ground level and have not less than three feet of earth over the carcass and must not contaminate the ground or surface water.

B. If livestock or fowl shall die, it shall be disposed of in accordance with state law.

C. In the event the public works director of the governing authority, or his designee, shall be designated by said governing authority to remove said carcasses, then it is unlawful to bury said carcass and said carcass shall be removed at the expense of the owner of the animal, if known, and the finance director of the governing authority shall collect the fee for the same as provided by law.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

ARTICLE III. ANIMAL ABUSE

4.10.300. Animal abuse—Abandonment.

It is unlawful for the owner of any domesticated animal or agricultural animal to knowingly abandon the animal or commit the act of abandonment within the jurisdiction of the governing authority. However, the following exceptions shall apply:

A. A domesticated animal or agricultural animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by Hall County Animal Control until Animal Control can locate a family member to take custody of the animal. If a family member cannot be located within a period of seven (7) days or does not claim the animal within three days, then the animal will be held in compliance with Article IV of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.310. Animal abuse—Physical harm.

Any person who causes undue suffering, deprives their injured or sick animal of necessary veterinary care, tortures, torments, disfigures, maims, mutilates, kills without legal justification, beats, bruises, wounds or poisons any domesticated animal or agricultural animal or exposes the animal to any poisonous substance with the intent that the poisonous substance should physically harm any domesticated animal or agricultural animal, whether belonging to himself or another, shall be in violation of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.320. Animal abuse—Food, exercise, space and air.

Any person who confines any animal shall be in violation of this chapter if the person:

A. Fails to supply it with adequate food and adequate water;

B. Keeps the animal in an enclosure without adequate space; or

C. Keeps the animal without wholesome exercise and change of air.

D. It shall be unlawful for the owner of a canine or one who has a canine in his possession to restrain by means of anchoring with a chain, cable, rope, leash, runner, cord or similar tethering device.

E. Fails to provide necessary grooming that would prevent harm or health issues.

(Res. of 9-24-09, § 1(Exh. A); Res. of 10-25-18(1), § 2; Res. of 5-10-23(1), § 1(Exh. A))

4.10.330. Animal abuse—Shelter and sanitation.

A. Any owner, custodian or possessor of any animal who fails to provide shelter of adequate size with at least a roof, a floor and three sides or an "igloo" type of structure for the animal it is intended for and sufficient to protect said animal from the elements shall be in violation of this chapter. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements. All livestock maintained in pastures are exempt from this section.

B. Any owner, custodian or possessor of any animal who fails to maintain in a clean and sanitary condition and free from extreme and unreasonable objectionable odor all structures, pens, yards, and areas adjacent

thereto wherein any animal is kept shall be in violation of this chapter. Unclean and unsanitary conditions shall include but not be limited to:

1. Crates, kennels and indoor premises where the animal is kept that are malodorous from more than a day's waste of urine and feces from said animal or whose floor of the container it is in is more than 25 percent covered in urine and feces; and

2. Premises where the animal is enclosed with garbage, trash outside of trash containers or sewage or effluent from human waste that can be reached by the animal; and

3. All porous surfaces must be properly sealed to prevent urine and feces from absorbing into the flooring.

(Res. of 2-11-10(2), § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

Editor's note(s)—Res. of 2-11-10(2), § 1(Exh. A), repealed former § 4.10.330, and enacted a new § 4.10.330 as set out herein. Former § 4.10.330 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

4.10.340. Animal abuse—Hoarder.

It shall be unlawful for any person to be a hoarder within the jurisdiction of the governing authority.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.345. Habitual violator

It shall be unlawful for any person to be a habitual violator within the jurisdiction of the governing authority.

(Res. of 5-10-23(1), § 1(Exh. A)

4.10.350. Animal abuse—Leaving in autos.

A. Any person who transports any animal in any vehicle or leaves an animal in a vehicle unattended with the outside temperature higher than 80 degrees shall be in violation of this chapter unless sufficient **air circulation, reasonable temperature inside vehicle, and water** is provided to prevent the animal from being in distress.

B. No animal shall be transported in the closed trunk of a vehicle.

C. When the conditions inside a parked vehicle provide reasonable cause to believe the animal may die if not immediately removed as shown by the animal's physical appearance and a violation of paragraphs A or B is present, any animal left in a parked vehicle may be removed from that vehicle by animal control, any law enforcement agency, or any fire agency. Hall County shall not be liable for any damage caused to such vehicle in order to remove said animal.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.360. Animal abuse—Fighting.

No person shall:

A. Own, possess, keep or train any animal with the intent that such animal shall be engaged in an exhibition of fighting;

B. Build, make, maintain, or keep a pit on any premises owned by him or occupied by him or allow a pit to be built, made, maintained or kept on such premises for the purposes of an exhibition of animal fighting;

C. In any manner encourage, instigate, promote or assist in an exhibition of animal fighting or intentional combat;

D. Charge admission, be an assistant, umpire or participant or be present as a spectator to any exhibition of animal fighting or combat; or

E. Own, possess, keep, or make any cock fighting tools.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.370. Animal abuse—Dying or coloring certain animals for display, sale, or gift prohibited.

No person shall sell, offer for sale, give away, or display any animal which has been dyed, colored or otherwise treated so as to impart to them an artificial color except for medically necessary reasons.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.380. Animal abuse—Procuring another to do act.

Any person who procures another person to do any of the acts prohibited in this article shall, upon conviction, be punished as provided for any other violation of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.390. Animal abuse—Exemptions.

A. A person who is:

1. Lawfully engaged in any sporting or hunting activity;

2. Slaughtering an animal for the purpose of providing food;

3. Engaged in the lawful euthanasia of an animal;

4. A veterinarian or is working under the direction of a veterinarian and performs any procedure, handles or transports an animal pursuant to the standard practices for a veterinarian or their practice; or

5. Acting as a law enforcement officer or animal control officer in the line of duty to protect against a case of aggression of an animal shall not be charged with a violation of this chapter if a violation of this article is from any such lawful activity.

B. Any person who maintains an agricultural animal on agricultural property and that keeps the agricultural animal in accordance with standard agricultural practices shall not be charged with a violation of the following provisions of this chapter:

1. Subsection 4.10.320B. (adequate space); and

2. Section 4.10.330 (sanitation, adequate shelter and adequate size) and shall otherwise be exempt from the provisions of this article for the handling, treating and transporting of agricultural animals using accepted agricultural practices and procedures.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

ARTICLE IV. IMPOUNDMENT AND REQUIRED EUTHANASIA

4.10.400. Impoundment of animals, generally.

A. Any animal may be impounded if:

1. It is not under restraint or is at large as provided in section 4.10.200;
2. It is livestock and is not being maintained in accordance with section 4.10.230 of this chapter;
3. It is a hazardous animal that, on or after January 1, 2010, the owner has not registered with the Hall County Animal Services Director or his designee or the hazardous animal is not being confined as required pursuant to subsection 4.10.250D. of this chapter;
4. It is a guard animal and is not kept in accordance with the provisions of section 4.10.240 of this chapter;
5. It does not have a visible collar with a valid and current rabies vaccination tag affixed as required by subsection 4.10.210C. of this chapter;
6. It has been abandoned as prohibited in section 4.10.300 of this chapter;
7. It has bitten or is reasonably suspected of biting another animal or human and is being held for the required quarantine period under the rules of the board of health; or
8. It has been abused as prohibited in article III of this chapter.

B. Said animal shall be impounded according to such rules and regulations now or hereafter prescribed by law or by the resolutions and ordinances of the governing authority for the detention, control and disposition of animals. All impounded animals shall be housed and cared for at the Hall County Animal Shelter or such other facility as may be required to securely confine the animal if the animal cannot be maintained at the Hall County Animal Shelter.

C. Any animal impounded after a finding by an animal control officer that it has been abused pursuant to article III of this chapter or a violation of sections 4.10.250 or 4.10.265 of this chapter shall not be released to the owner unless the owner demonstrates to animal control that the animal will not be subjected to the same or different conditions upon its release that originally led to or will lead to a violation of article III of this chapter or section 4.10.240 or section 4.10.250 of this chapter within seven days of animal control's impoundment of the animal.

D. Any animal whose owner fails to comply with paragraph C of this section within the required seven days shall be released by Hall County Animal Control to the Hall County Animal Shelter for adoption or humane euthanasia.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.410. Impoundment, housing and care of dangerous or potentially dangerous animals.

A. Upon a finding by animal control that an animal is dangerous or potentially dangerous and that the owner knew the animal was dangerous or potentially dangerous or upon confiscation pursuant to section 4.10.640 of this chapter, the animal may be impounded by Hall County Animal Control or any law enforcement agency

employee of the governing authority until such time as the owner of the dangerous or potentially dangerous animal provides proof of compliance with the duties of the owner of dangerous or potentially dangerous animal as set forth in articles V and VI of this chapter.

B. All animals impounded under this section shall be housed and cared for at the Hall County Animal Shelter unless another facility which meets the requirements for housing a dangerous or potentially dangerous animal is expressly agreed upon between the animal control officer and the animal's owner.

C. A dangerous or potentially dangerous animal whose owner has not complied with the provisions of articles V and VI of this chapter within 20 days of the date the animal was impounded or whose owner has failed to pay the fees required for release of the animal pursuant to section 4.10.420 of this chapter within three days of the impoundment of said animal as well as every seven day period thereafter, shall be destroyed in an expeditious and humane manner.

D. Any animal classified as dangerous or potentially dangerous under this chapter that is not reclaimed by the owner as provided in this section shall not be released for adoption but shall be humanely euthanized instead.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.420. Notice to owner of impounded animal; impound fees; redemption by owner; surrender fees.

A. It shall be the responsibility of Hall County Animal Control to immediately notify the owner of each domesticated animal or agricultural animal impounded if the owner of the domesticated animal or agricultural animal is known or can be reasonably ascertained. The owner of any domesticated animal or agricultural animal impounded may reclaim such domesticated animal or agricultural animal by the payment of:

i. Any impoundment fee as established in the animal services fee schedule adopted by the governing authority;

ii. Any charges assessed by the Hall County Animal Services pursuant to the animal services fee schedule adopted by the governing authority for boarding, quarantine boarding, and veterinary services for the animal;

iii. If required due to the animal not wearing a current rabies inoculation tag, the cost of the rabies vaccination as per the animal services fee schedule adopted by the governing authority; and upon proof of payment of any fine already imposed for a violation of this chapter; and

B. All domesticated animals other than community cats reclaimed under this section shall be microchipped before leaving impoundment at the Hall County Animal Shelter, with the identification number from the animal's microchip recorded in the department of animal services' records.

C. From and after September 1, 2017, no dog or cat shall be released to its owner by the Animal Services Department more than once unless, prior to release, it is sexually sterilized at the owner's expense, unless the reclaiming owner:

i. Shows proof that the owner is a GDA Pet Dealer licensee, that the animal being reclaimed is part of the GDA=licensing business, and the person has obtained all local business permits or certifications applicable to a commercial dog or cat breeding business and a sales tax identifications number; or

ii. Provides written certification from a licensed veterinarian citing a high likelihood that the unclaimed dog or cat will suffer serious bodily harm or death due to age or specified infirmity if the dog or cat is sexually sterilization and the date, if any, on which such restriction shall end, in which case the owner

shall in writing, agree that such dog or cat will be sterilized within 30 days from such date with proof provided promptly to the Animal Services Director. If timely proof of sterilization is not received, the dog or cat shall be subject to confiscation unless prior to the expiration of the agreed period the owner provides an updated veterinary certification as set forth above and the owner enters into a new sterilization agreement under the same terms.

D. Any person reclaiming a dog or cat that, after September 1, 2017, has been impounded for the first time shall acknowledge in writing prior to taking custody of the dog or cat the requirements of this ordinance that, upon any subsequent impound, the dog or cat shall not be released unless it is sexually sterilized at the owner's expense in accordance with paragraph (e) of this section.

E. Owners of animals who have been identified and notified but who refuse to reclaim their animals will be responsible for payment of all fees charged pursuant to this chapter by Hall County Animal Services within ten days of the animal's impoundment.

F. Any owner of any animal that wishes to voluntarily surrender such animal or must surrender such animal pursuant to any requirements within said chapter shall be subjected to a one time per animal surrender fee as outlined in the current Animal Services Fee Schedule adopted by the governing authority. Said owner must pay the surrender fee in full prior to surrendering said animal.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A); Res. of 1-23-25(1), § 1)

4.10.430. Release to shelter of impounded animals.

Hall County Animal Control shall release to the Hall County Animal Shelter for adoption or humane euthanasia of any domesticated animal or agricultural animal unredeemed or unclaimed by the owner after 72 hours except as otherwise provided herein.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.440. Biting animals.

All animals, other than a dog or cat, which are known to have bitten a person or any animal, which cannot be held for a rabies observation period, shall be euthanized and a lab specimen of brain tissue sent to the state department of epidemiology for testing and control of rabies in accordance with the rules of the board of health.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.445. Quarantine of Dogs and Cats.

(a) In accordance with rules and regulations promulgated by the County Board of Health, all dogs and cats known to have bitten, scratched, or contacted a person that caused puncture to the person's skin that would allow for blood or saliva contact between the animal and person, shall be quarantined and confined to a licensed kennel, licensed veterinarian's hospital or facility, animal shelter, commercial boarding facility, any location approved by the animal services supervisor or under home supervision with the approval of the animal services supervisor for a period of ten (10) days following the date of the bite. All expenses incurred for the animal during this period shall be paid by the owner or possessor of the biting animal.

(b) In accordance with the rules and regulations promulgated by the State Department of Public Health, wild animals known to have bitten a person, or any animal which cannot be held for a rabies observation period, shall be humanely euthanized and a lab specimen of brain tissue sent to the State Department of Epidemiology for testing and control of rabies.

(c) Unvaccinated or unwanted animals bitten or scratched by a known potentially rabid animal shall be humanely euthanized immediately. If the owner of the unvaccinated animal is unwilling to have the animal euthanized, upon approval of the animal services division, the exposed animal shall be placed in strict isolation deemed appropriate by the animal services division for four months and vaccinated one month prior to being released. The owner or possessor is responsible for confining the exposed unvaccinated animal in strict compliance with the policies and procedures of the animal services division and county board of health.

(d) Dogs and cats that are bitten or scratched by a known or potentially rabid animal that are current on their vaccinations shall be re-vaccinated immediately, confined, and observed for forty-five (45) days. Confinement must be coordinated with and approved by the animal services division.

(e) For purposes of subsections (c) and (d) of this section, any animal bitten or scratched by a bat or wild carnivorous mammal, including, but not limited to, bobcats, raccoons, foxes, skunks, or coyotes, which are not available for testing, should be considered exposed to rabies.

(f) Failure to comply with the quarantine and/or confinement requirements of this section, the animal services division, or the county board of health constitutes a violation of this chapter and may result in the impoundment of the animal. In that event, the owner or possessor remains responsible for all veterinary, boarding, and other expenses incurred on behalf of the quarantined animal**.**

(g) **All expenses incurred within this section shall be the sole responsibility of the animal owner.**

4.10.450. Suffering animals.

Any impounded animal which:

1. Represents a real immediate danger to persons or other animals, or
2. Is suffering due to a life-threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the animal services control director or his designee agrees that the best interest of the animal would be served by euthanizing said animal, shall be humanely euthanized without regard to the period of confinement as provided in section 4.10.430 of this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.460. Livestock impoundment.

All livestock impounded by Hall County Animal Control shall be handled while impounded in accordance with the provisions of O.C.G.A. § 4-3-4 et seq. Once impoundment is complete, the livestock animal shall be disposed of by adoption or donation or by any of the disposal options listed in O.C.G.A. § 4-3-4 et seq.

All livestock surrendered by owner to Hall County Animal Control shall be handled in accordance with the Hall County Animal Control adoptions process and procedures used for domesticated animals.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.470. Disposition of feral animals and unowned animals.

Feral and unowned animals which have been captured by or come to be in the custody of Hall County Animal Control need not be retained for any required time under this article. Wildlife and wild animals received by animal services will be disposed of in accordance with federal and state guidelines. All other feral and unowned animals shall be euthanized or released for adoption in the discretion of the Hall County Animal Services Director or his designee unless otherwise provided herein.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

ARTICLE V. CLASSIFICATION AND REGISTRATION OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMALS

4.10.500. Animal control officer; duties generally.

The animal control officer shall make such investigations and inquiries as may be necessary to identify dangerous animals and dangerous animal owners within the jurisdiction of the governing authority.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.510. Classification of dangerous or potentially dangerous animals; notice to owner required; contents of notice.

A. When a dangerous animal or potentially dangerous animal is classified as such, or when a potentially dangerous animal is reclassified as a dangerous animal, the animal control officer shall notify the animal's owner of such classification.

B. Notices to the owner shall meet the following requirements:

1. The notice shall be in writing and either mailed by certified mail to the owner's last known address or hand-delivered to the owner. Such notice shall be complete either upon its mailing, or, if hand-delivered, upon personal receipt;
2. The notice shall include a summary of the animal control officer's findings that formed the basis for the animal's classification or reclassification as a dangerous or potentially dangerous animal;
3. The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the animal control officer's determination that the animal is a dangerous or potentially dangerous animal;
4. The notice shall state that the hearing, if requested, shall be before the governing authority or its designee, and shall specify the name of the agency which shall conduct the hearing;
5. The notice shall state that either a filing fee in the amount of $250.00 or a sufficient pauper's affidavit showing that the owner is unable without undue financial hardship to pay the filing fee shall be filed with the hearing request to the governing authority or its designee for said hearing;

6. The notice shall state that, if a hearing is not requested, the animal control officer's determination that an animal is a dangerous or potentially dangerous animal will become effective for all purposes under this chapter on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and

7. The notice shall include a form to request a hearing before the governing authority or its designee and shall provide specific instructions on mailing or delivering such request to the governing designee.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.520. Liability of owner of dangerous or potentially dangerous animal.

The notice procedures provided for in this article are not an essential condition for the enforcement of the provisions of this chapter. The owner of a dangerous or potentially dangerous animal is held to know that such animal is dangerous or potentially dangerous if the animal has, at any time, displayed any one or more of the behaviors described in the definition of dangerous animal or potentially dangerous animal as provided in this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.530. Presiding body at hearings on dangerous or potentially dangerous animals.

The governing authority may conduct hearings provided for in this article, may designate an animal control board to conduct such hearings, or may designate the board of health to conduct such hearings.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.540. Procedure for hearings on dangerous or potentially dangerous animals.

When the governing authority or its designee receives a request for a hearing as provided in section 4.10.510 of this chapter along with payment of the fee or a sufficient pauper's affidavit showing that the owner is unable without undue financial hardship to pay the filing fee required for said hearing, it shall schedule such hearing within 30 days after receiving the request. The governing authority or its designee shall notify the animal owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the animal owner at least ten days prior to the date of the hearing. At the hearing, the owner of the animal shall be given the opportunity to testify and present evidence, and in addition thereto the governing authority or its designee shall receive such other evidence and hear such other testimony as the governing authority or its designee may find reasonably necessary to make a determination either to sustain, modify, or overrule the animal control officer's classification of the animal.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.550. Notice of determination regarding dangerous or potentially dangerous animal.

Within ten days after the date of the hearing, the governing authority or its designee shall notify the animal owner in writing by certified mail of its determination on the matter. If such determination is that the animal is a dangerous animal or a potentially dangerous animal, the notice shall specify the date upon which that determination is effective. If such determination is that the animal is not a dangerous animal or a potentially dangerous animal, then the governing authority or its designee for said hearing may, in its discretion, return any filing fee paid to the animal owner.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.560. Certificate of registration required for dangerous or potentially dangerous animals.

It is unlawful for an owner to have or possess within the jurisdiction of the governing authority a dangerous animal or potentially dangerous animal without a certificate of registration issued in accordance with the provisions of this chapter. No more than one certificate of registration shall be granted per person or owner for a dangerous animal or potentially dangerous animal. No more than one certificate shall be issued per tax parcel of property.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.570. Certificate of registration for dangerous or potentially dangerous animal; proof of proper enclosure and posting of premises.

Subject to the additional requirements of section 4.10.580 of this chapter, the animal control officer shall issue a certificate of registration to the owner of a dangerous or potentially dangerous animal if the owner complies with the following requirements including presenting to the animal control officer or the animal control officer otherwise finding sufficient evidence of:

A. The posting of the premises where the dangerous animal or potentially dangerous animal is located with a clearly visible sign of the type specified by animal control warning that there is a dangerous animal on the property and containing a symbol designed to inform children of the presence of a dangerous animal. Said signs shall be exempt from any requirements for signs under the provisions of chapter 17, but, in no event, shall the signs be placed on the right-of-way of any road.

B. A proper enclosure to confine the dangerous animal or potentially dangerous animal as per the following requirements:

    1. All proper enclosures located outdoors shall:

        a. Have a securely attached top;

        b. Have the fence bottom embedded no less than 24 inches in the ground or attached to a concrete or asphalt floor;

        c. Be constructed of no less than six-gauge wire for the sides of the fence;

        d. Have tubing that the fence is attached to no less than 18 gauges thick;

        e. Be no smaller than 12 feet in length and 12 feet in width, although the height and any further width and length of the enclosure are left to the owner's discretion;

        f. Provide protection from the elements for the animal;

        g. Have only one gate that shall be of the inward opening type that is kept locked by key or combination lock except when the owner is inside the proper enclosure for the purpose of cleaning the kennel, providing food and water or otherwise tending to the animal; and

        h. Be inside a perimeter or area fence of the property on which the proper enclosure is located.

    2. Any structure other than a residence approved as a proper enclosure shall meet all other building codes as well as the following:

        a. Have a securely attached top;

b. Provide protection from the elements for the animal; and

c. Not have any holes or other means of escape in walls, floors, windows, doors, ceiling, vents and all walls, floors, windows, doors, vents and ceiling shall be securely attached to the frame of the building.

3. A proper enclosure shall not include the owner's residence with the exception of a proper enclosure for a potentially dangerous animal that is 25 pounds or under in which event the proper enclosure may be comprised of the following:

a. Have a securely attached top;

b. Be a kennel of no less than five feet in length by five feet in width and five feet in height located inside the residence;

c. Have a locked gate that shall remain locked by key or combination lock except when the owner is inside the proper enclosure for the purpose of cleaning the kennel, providing food and water or otherwise tending to the animal;

d. Have six-gauge wire fencing;

e. Have tubing that shall not be less than 18 gauges thick; and

f. Be allowed only if the owner and the owner of the property on which the proper enclosure is located consent to allow animal control to inspect the inside of the residence where the proper enclosure is maintained or any other area where the animal is found randomly and without notice for compliance with maintaining the animal in the proper enclosure.

C. It shall be the duty of every owner of a dangerous or potentially dangerous animal to have the animal permanently identified by insertion of a microchip by Hall County Animal Services and pay the required fee for the insertion of the microchip in accordance with the animal services fee schedule adopted by the governing authority.

D. Consent from the owner of the animal and the owner of the property that animal control shall have the right to inspect, randomly and without notice, a dangerous animal or potentially dangerous animal, on the property of the person to whom the certificate of registration is issued to include its proper enclosure, if the animal is therein, or the entire property until the animal is found if the animal is not in the proper enclosure for the purpose of assuring compliance with this chapter.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.580. Certificate of registration for dangerous animal; proof of insurance or bond.

In addition to the requirements of § 4.10.570 of this chapter, the owner of a dangerous animal shall present to the animal control officer evidence of:

A. A policy of insurance in the amount of at least $100,000.00 per occurrence issued by an insurer authorized to transact business in this state insuring the owner of the dangerous animal against liability for any personal injuries inflicted by the dangerous animal and a letter or other written verification to that effect from the insurance company through which the policy is maintained to the effect that the company is aware of the dangerous animal and is otherwise providing insurance as required in this section for the owner of the animal; or

B. A surety bond in the amount of $100,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the dangerous animal and a letter or other written verification to that effect from the company issuing the surety bond to the

effect that the company is aware of the dangerous animal and is otherwise providing insurance as required in this section for the owner of the animal.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.590. Dangerous or potentially dangerous animals; exemptions.

A. An animal that inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous animal or potentially dangerous animal within the meaning of this chapter. An animal shall not be a dangerous animal or a potentially dangerous animal within the meaning of this chapter if the injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the animal or had in the past been observed or reported to have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime.

B. No owner of a dangerous animal shall be held criminally liable under this chapter for injuries inflicted by said owner's animal to any human while on the owner's property if said owner is in compliance with the provisions of this chapter at the time of the injuries being inflicted.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

ARTICLE VI. MAINTAINING DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS

4.10.600. Notice of escape, death, or change of ownership of dangerous or potentially dangerous animal.

A. The owner of a dangerous animal or potentially dangerous animal shall notify the animal control officer immediately if the animal has attacked a human or other animal or within 24 hours if the animal is on the loose, is unconfined, has died, or has been sold or donated.

B. If the animal has been sold or donated, the owner shall also provide the animal control officer with the name, address, and telephone number of the new owner of the animal as well as the address for the location of the animal.

C. In the event the animal is deceased, the owner shall not dispose of the body until written authorization is received from animal control.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.610. Dangerous or potentially dangerous animals; annual registration fee.

An annual registration fee as set by the governing authority in the animal services fee schedule shall be charged by the animal control officer to defray the cost to register dangerous animals and potentially dangerous animals as required in this chapter. Said fee shall be due and payable at the time an application is made for a certificate of registration to be issued as well as on January 1 of each year thereafter with any required late fee as set in the animal services fee schedule as adopted by the governing authority to be assessed if the annual registration fee is not paid by February 1 of the year in which it is due.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.620. Dangerous animals; muzzling.

It is unlawful for an owner of a dangerous animal to permit the animal to be outside a proper enclosure unless the animal is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but will prevent it from biting any person. The leash shall not be in excess of six feet in length and shall be of sufficient strength to prevent escape.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.630. Potentially dangerous animals; restraint.

It is unlawful for the owner of a potentially dangerous animal to permit the animal to be outside a proper enclosure unless the animal is restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The leash shall not be in excess of six feet in length and shall be of sufficient strength to prevent escape.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.640. Dangerous or potentially dangerous animals; confiscation; return to owner or destruction.

A. A dangerous animal shall be immediately confiscated by the animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if:

1. The owner of the animal does not secure and maintain the liability insurance or bond required by this chapter;
2. The animal is not validly registered as required by this chapter;
3. The animal is not maintained in the proper enclosure approved by animal control;
4. The premises where the animal is located is not posted as required by this chapter; or
5. The animal is outside the proper enclosure approved by animal control in violation of this chapter.

B. A potentially dangerous animal shall be confiscated in the same manner as a dangerous animal if:

1. The animal is not validly registered as required by this chapter;
2. The animal is not maintained in the proper enclosure approved by animal control;
3. The premises where the animal is located is not posted as required by this chapter; or
4. The animal is outside the proper enclosure approved by animal control in violation of this chapter.

C. Any animal that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon the payment of all required impoundment, boarding, veterinary and other fees set pursuant to the animal services fee schedule as adopted by the governing authority. In the event the owner has not complied with the provisions of this chapter within ten business days of the date the animal was confiscated, said animal shall be destroyed in an expeditious and humane manner.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.650. Destruction of dangerous or potentially dangerous animals.

If impracticable to impound a dangerous or potentially dangerous animal due to its viciousness, or if the delay or attempt to impound the same be attended with danger, it shall be the duty of any law enforcement agency with authority in the jurisdiction of the governing authority or the animal control officer to destroy the animal.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.660. Citation and court appearance for violations relating to dangerous or potentially dangerous animals.

Upon information known to or upon a complaint being lodged with an animal control officer, or any law enforcement agency employee of the governing authority that an animal is dangerous or potentially dangerous and not being kept by its owner under restraint in compliance with this chapter, the animal control officer, or any law enforcement agency employee of the governing authority shall issue a citation for the violation to the owner of the animal to appear before the judge of the magistrate's court of the county on a day and time certain for a hearing to determine if the animal is dangerous or potentially dangerous as defined herein.

(Res. of 9-24-09, § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

4.10.670 Limitations of potentially dangerous, dangerous or vicious animals

Proper enclosures for potentially dangerous, dangerous or vicious animals shall not be constructed within one mile of a school, daycare, church or area where the public gathers on regular basis, and no felon shall own, house, or be in control of a potentially dangerous, dangerous, or vicious animal. Currently housed and in compliance potentially dangerous, dangerous or vicious animals will be grandfathered in if a new school, daycare, church or area where the public gathers is constructed within one mile provided no violations occur with such classified animal.

(Res. of 5-10-23(1), § 1(Exh. A)

ARTICLE VII. HALL COUNTY ANIMAL SHELTER

4.10.700. Adoption.

A. Unless otherwise provided herein, the Hall County Animal Shelter may offer for adoption any domesticated, exotic, or agricultural animal unclaimed after 72 hours following impoundment or, if the animal is voluntarily surrendered to Hall County Services by the owner, the animal may be offered for adoption immediately.

B. An animal may be surrendered to the Hall County Animal Shelter for adoption only by a resident of Hall County, Georgia once the required animal surrender fee as established pursuant to the animal services fee schedule adopted by the governing authority is paid. The surrendered animal may be made available for adoption upon the determination by the Hall County Animal Shelter that the animal is of reasonably good health and temperament.

C. Potential persons who desire to adopt an animal must:

    1. Submit an application for adoption with the Hall County Animal Shelter;

2. Meet requirements associated with the humane housing and care of the animal as determined by the Hall County Animal Services Director;

3. Unless waived in writing by the animal services director or his designee, pay the required fees as established pursuant to animal services fee schedule adopted by the governing authority, including the applicable adoption fee; and

4. Be approved for adoption by the Hall County Animal Shelter in accordance with the provisions of this chapter.

D. No dog or cat which is not neutered or spayed shall be released from the Hall County Animal Shelter without a written agreement from the person adopting the animal that such dog or cat will be sterilized within 30 days from the date of adoption or, if the dog or cat is under six months old, by the time dog or cat is seven months old, in accordance with the provisions of this chapter.

E. Any adopted dog or cat not sterilized within the time specified may be reclaimed by animal control.

F. No person residing in the same household, nor any corporation, institute or other entity may adopt more than three animals within any 12-month period unless approved by the animal services director or his designee.

G. Nothing shall prohibit the Hall County Animal Shelter from using the discretion to donate animals, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety, provided a written record of the date, animal and person receiving the donation is kept by the Hall County Animal Shelter of all animals donated.

H. Hall County Animal Shelter shall have the exclusive right to dispose of all animals that have been relinquished to Hall County Animal Shelter, impounded or confiscated and not redeemed within the period specified by this chapter in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.

(Res. of 2-11-10(2), § 1(Exh. A); Res. of 5-10-23(1), § 1(Exh. A))

Editor's note(s)—Res. of 2-11-10(2), § 1(Exh. A), repealed former § 4.10.700, and enacted a new § 4.10.700 as set out herein. Former § 4.10.700 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

4.10.710 Community cat program feral cat colonies

A. The community cat program/feral cat colonies/barn cat program may be focused in the areas of the county where the number of unowned free roaming cats located in such area is high as determined by the community cat program personnel.

B. Cats brought into the community cat program are exempt from registration, licensing, and stray animal provisions of this chapter, and shall not be deemed abandoned when returned to the location where captured, and as necessary and appropriate, may be exempt from other provisions of this Code applicable to owned animals.

C. Any stray cat without traceable form of identification that is impounded or brought to the animal shelter and deemed eligible by using best practices, may immediately place into the community cat program. Healthy, ear-tipped cats shall not be impounded, as they are already considered part of the community cat program.

D. Nothing within this subsection shall be construed to authorize individuals to enter upon private property without consent of the property owner to trap and/or release any stray cat.

(Res. of 5-10-23(1), § 1(Exh. A)

4.10.720 Restrictions on the sale of dogs and cats.

A pet shop may not sell, advertise for sale, exchange, offer for adoption, barter, offer for sale, auction, or otherwise deliver or transfer a cat or dog. Nothing in this article shall prevent a pet shop from providing space and appropriate care for cats and dogs owned by an animal control facility or an animal rescue organization and maintained at the pet shop for the purpose of adopting those animals to the public.

A. Disclosure. A pet shop that provides space for the adoption of cats and dogs shall post, in a conspicuous location on the cage or enclosure of each such animal, a sign stating the name of the animal control facility or animal rescue organization which owns the dog or cat offered for adoption.

(Res. of 5-10-23(1), § 1(Exh. A)

4.10.730 Roadside sales.

It shall be unlawful for any person to sell, exchange, trade, barter, lease, or display for a commercial purpose or profit any dog, cat, or domestic rabbit on or in any roadside, public right-of-way, parkway, median, park, other recreational area, flea market or other outdoor market, or commercial or retail parking lot, regardless of whether access to such location is authorized.

This section shall not apply to:

The display or adoption of dogs, cats, or domestic rabbits by an animal shelter or animal rescue organization; or

The display of dogs, cats, or domestic rabbits as part of a state or county fair or exhibition, 4-H program, or similar exhibition or educational program.

(Res. of 5-10-23(1), § 1(Exh. A)

4.10.740 Violations.

A. Each failure to post a sign for an individual dog or cat as required by this article shall constitute a separate offense.

B. Each dog or cat sold, exchanged, bartered, offered for sale, auctioned, delivered, or transferred in violation of this article shall constitute a separate offense.

C. Each day any violation of this article shall continue shall constitute a separate offense.

(Res. of 5-10-23(1), § 1(Exh. A)

Animal Services Fee Schedule

2026 Version

Animal Services Fee Schedule (2026)		
Fee Description	**Fee Basis**	**Rate**
Impoundment Fee	Per Day	$15.00
Livestock Impoundment Fee	Per Day	$75.00
Hazardous/Dangerous Aniaml Impoundment Fee	Per Day	$75.00
Boarding of Animal (Except for Quarantine)	Per day	$10.00
Boarding of Livestock (Except for Quarantine)	Per Day	$35.00
Quarantine Boarding	Per Day	$25.00
Rabies Vaccination Quarantine	Per Day	$10.00
Puppy Adoption Fee (< 1 year old)	Per Animal	$85.00
Adult Adoption Fee (1-6 years old)-Small Breed	Per Animal	$85.00
Adult Adoption Fee (1-6 years old)-Large Breed	Per Animal	$25.00
Senior Dog Adoption Fee (> 6 years old)	Per Animal	$0.00
Kitten Adoption Fee(< 1 year old)	Per Animal	$25.00
Cat Adoption Fee(> 1 year old)	Per Animal	$25.00
Kitten or Cat at PetSmart Adoption Fee	Per Animal	$25.00
Reptile or Fowl Adoption Fee	Per Animal	$25.00
Livestock Adoption Fee	Per Animal	Pursuant to O.C.G.A.§ 4-3-4
Insertion and Registration of Microchip	Per Animal	$20.00
Dangerous/Potentially Dangerous Animal Fee	Yearly Per Animal	$50.00
Dangerous/Potentially Dangerous Animal Late Fee	Each Late Month Per Animal	$25.00
Livestock Trailer Reclaim	Per Trip	$50.00
Animal Welfare Euthanasia Fee	Per Animal	$50.00
Rabies Vaccination	Per Shot	$10.00
Rabies and Microchip Combo	Per Animal	$25.00
Cat/Kitten Testing	Per Cat/Kitten	$15.00
Owner Surrender Fee	Per Animal	$50.00
Dangerous Animal Euthanasia Fee	Per Animal	$50.00

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 547/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend Chapter 8.20 of the Official Code of Ordinances of Hall County, GA with regard to ambulance services and transport fees, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JS

Recommendation:
Approve

Purpose of Request:
To approve the resolution amending the Hall County Code 8.20.020 to update fees.

History:
Fire Rescue provides Emergency Medical Services including ambulance transport to Hall County. Ambulance fees were last increased in 2012.

Facts and Issues:
Chapter 8.20.020 of the Offical Code of Hall County, Georgia
Ambulance fees amended to change fees for items:

A. ALS 1 Transport

B. ALS 2 Transport

C. ALS N. E.

E. Mileage

The estimated financial impact for revenue in FY 2027 is approximately $ 300K.

Options:

Approve or deny the resolution.

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?	2026-10-01

Approvals:

submit	approve	Budget	Finance
JS	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Resolution
Proposed Fee Schedule

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 547/2026

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
2027	271-EMERGENCY SERVICES FUND	3630-EMS	342600-EMS FEES	$-300,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION TO AMEND CHAPTER 8.20 OF THE OFFICIAL CODE OF HALL COUNTY, GEORGIA REGARDING AMBULANCE SERVICES AND TRANSPORT FEES

WHEREAS, Hall County has developed certain regulations governing the collection of fees for ambulance and transport services found in Chapter 8.20 of the Official Code of Hall County, Georgia (the "Hall County Code"); and

WHEREAS, Section 8.20.010 of the Hall County Code defines words and phrases used in Chapter. 8.20; and

WHEREAS, Section 8.20.020 of the Hall County Code lists the fees charged by Hall County Fire Rescue ("Fire Services") for ambulance and transport services rendered by Fire Services; and

WHEREAS, Section 8.20.030 of the Hall County Code provides that the Fire Chief shall issue invoices and collect payments for fees charged by Fire Services for ambulance and transport services; and

WHEREAS, The Fire Chief and Hall County Administration have recommended a revision of the ambulance service and transport fees to offset the costs of ambulance services, as permitted under Paragraph F of Section 8.20.020 of Chapter 8.20; and

WHEREAS, The language included in Sections 8.20.010 and 8.20.030 of Chapter 8.20 of the Hall County Code should be amended to reflect the proposed revisions and correct any typographical errors; and

WHEREAS, the Hall County Board of Commissioners has the authority to adopt and codify local ordinances under O.C.G.A. § 36-80-19(b); and

WHEREAS, the Hall County Board of Commissioners finds that a revision of the fees listed in Section 8.20.020 of the Hall County Code is necessary and that the proposed changes are consistent with the rates in similar jurisdictions; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Hall County that Chapter 8.20 of the Official Code of Hall County, Georgia shall be revised effective October 1, 2026, as follows:

1.

The current Section 8.20.010 (Definitions.) is hereby deleted in its entirety and replaced with a new 8.20.010, which shall read as follows:

“8.20.010. – Definitions.

A. *Advanced Life Support Level 1 (ALS1):* Transportation by ground ambulance vehicle with medically necessary supplies and services, and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.
B. *Advanced Life Support Level 2 Transport (ALS2):* Extended emergency call for service. This level encompasses any time three or more medications or three doses of the same medication (excluding oxygen, IV therapy, or aspirin) are administered or any time an advanced procedure including, but not limited to any, of the following is performed:
    1. Endotracheal intubation;
    2. Manual defibrillation/cardioversion;
    3. Cardiac pacing;
    4. Central venous line;
    5. Chest decompression;
    6. Surgical airway; or
    7. Intraosseous line.
C. *Basic Life Support (BLS):* Transportation by ground ambulance vehicle with medically necessary supplies and services.
D. *Fire chief:* "Fire chief" means the fire chief of Hall County Fire Rescue, Hall County, Georgia.”

2.

The current Section 8.20.020 (Fees.) is hereby deleted in its entirety and is hereby replaced with a new Section 8.20.020, which shall read as follows:

“8.20.020. – Fees.

The following is the schedule of fees that shall be charged by Hall County Fire Rescue for ambulance and transport services rendered by the Hall County Fire Rescue:

A. BLS Transport.....$950.00
B. ALS1 Transport.....$1,050.00
C. ALS2 Transport.....$1,250.00
D. Non-transport.....$300.00
If ALS or extended assessment/treatment services are provided; pharmaceutical administration; air transport with on-scene treatment.

E. Mileage, per mile.....$17.00
Mileage shall include the distance between the patient's point of pickup and the receiving facility. This charge shall be applied for both in and out of county transports.

F. From time to time, upon the concurrent recommendation of the Hall County Administrator and the Fire Chief, the above ambulance and transport fees may be revised as deemed necessary."

3.

The current Section 8.20.030 (Collection of fees.) is hereby deleted in its entirety and replaced with a new Section 8.20.030, which shall read as follows:

"8.20.030. – Collection of fees.

The Chief of Hall County Fire Rescue and Hall County Fire Rescue staff shall have the authority to issue invoices for such services as set forth in this chapter and shall collect such fees on behalf of Hall County, which shall be used to purchase equipment, training, other services and supplies for Hall County Fire Rescue."

4.

All Resolutions, Ordinances, or parts thereof, in conflict with the terms of this Resolution are hereby repealed.

5.

The Chief of Hall County Fire Rescue and Hall County Fire Rescue staff are permitted to take the steps necessary to effectuate the updated ambulance service and transport fees.

6.

This Resolution shall become effective upon adoption, but the ordinance amendment shall not take effect until October 1, 2026.

SO RESOLVED, this _____ day of _____, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Emergency Services

Fee Description	Existing	Proposed	Projected Revenue Impact
Ambulance Transport Fees			
Mileage	$ 12.00	$ 17.00	
BLS	775.00	950.00	
ALS1	775.00	1,050.00	$300,000
ALS2	775.00	1,250.00	
Treated on scene: No Transport	300.00	300.00	

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 542/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend Chapter 8.25 of the Official Code of Ordinances of Hall County, GA with regard to fees for hazardous resource materials recovery, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
To approve the resolution amending the Hall County Code 8.25.020 to update fees.

History:
Fire Rescue has been using a third party billing service since 2014. Fees have not changed since this beginning date.

Facts and Issues:
Chapter 8.25.020 of the Offical Code of Hall County, Georgia Hazardous material resource recovery fees amended to change fees for items:

B. Motor Vehicle Incidents levels 1, 2, and 3

E. Hazmat Levels 1, 2, and 3

The estimated financial impact for the fee adjustment will be approximately $ 60K in FY 2027.

Options:

Approve or deny the resolution

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.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2026-10-01

Approvals:

submit	approve	Budget	Finance
JS	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Resolution
Proposed Fee Schedule

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 542/2026

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
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	342200-FIRE SERVICE FEES	$-60,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION TO AMEND SECTIONS 8.25.010, 8.25.020, AND 8.25.040 OF CHAPTER 8.25 OF THE OFFICIAL CODE OF HALL COUNTY, GEORGIA REGARDING HAZARDOUS MATERIAL RESOURCE RECOVERY FEES

WHEREAS, Hall County has developed certain regulations governing the collection of fees for hazardous material resource recovery found in Chapter 8.25 of the Official Code of Hall County, Georgia (the "Hall County Code"); and

WHEREAS, Section 8.25.010 of the Hall County Code defines words and phrases used in Chapter. 8.25; and

WHEREAS, Section 8.25.020 of the Hall County Code lists the fees charged by Hall County Fire Rescue ("Fire Services") for incident responses; and

WHEREAS, Section 8.25.040 of the Hall County Code provides that the Fire Chief shall issue invoices and collect payments for fees charged by Fire Services for incident responses; and

WHEREAS, The Fire Chief and Hall County Administration have recommended a revision of the hazardous material resource fees, as permitted under Section 8.25.030 of Chapter 8.25 of the Hall County Code; and

WHEREAS, Additionally, the language included in Sections 8.25.010 and 8.25.040 of Chapter 8.25 of the Hall County Code should be amended to reflect the proposed revisions; and

WHEREAS, the Hall County Board of Commissioners has the authority to adopt and codify local ordinances under O.C.G.A. § 36-80-19(b); and

WHEREAS, the Hall County Board of Commissioners finds that a revision of the hazardous waste recovery fees listed in the Section 8.25.020 of the Hall County Code is necessary and that the proposed changes are consistent with the rates in similar jurisdictions; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Hall County that Chapter 8.25 of the Official Code of Hall County, Georgia shall be revised effective October 1, 2026, as follows:

1.

The current Paragraph 1 of Section 8.25.010 is hereby deleted in its entirety and replaced with a new Paragraph 1 of Section 8.25.010, which shall read as follows:

“1. *Fire chief:* "Fire chief" means the fire chief of Hall County Fire Rescue, Hall County, Georgia.”

2.

The current Paragraph 4 of Section 8.25.010 is hereby deleted in its entirety and replaced with a new Paragraph 4 of Section 8.25.010, which shall read as follows:

“4. *Hazardous waste:* "Hazardous waste" means any solid waste which has been defined as hazardous waste in regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Act which is in force and effective February 1, 1986, codified as 40 CFR Part 261 and those substances defined as hazardous waste in 49 CFR 171.”

3.

The current Section 8.25.020 (Hazardous material resource recovery fees.) is hereby deleted in its entirety and replaced with a new Section 8.25.020, which shall read as follows:

“8.25.020. – Hazardous material resource recovery fees.

A. *Mitigation rates based on per hour.* The mitigation rates below are average "billing levels," and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

B. *Motor vehicle incidents.*

Level 1. Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level." This occurs almost every time Hall County Fire Rescue responds to an accident/incident. $637.00

Level 2. Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if Hall County Fire Rescue has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident. $726.00

Level 3—Car fire. Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident. $886.00

C. *Add-on services.*

Extrication. Includes heavy rescue tools, ropes, airbags, cribbing, etc. This charge will be added if Hall County Fire Rescue has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed. $1,915.00

Creating a landing zone. Includes air care (multi-engine company response, mutual aid, helicopter). Hall County Fire Rescue will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s). $400.00

Itemized response. Hall County Fire Rescue has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

D. *Additional time on-scene.*

Engine, per hour $400.00

Truck, per hour $500.00

Miscellaneous equipment $300.00

E. *HAZMAT.*

Level 1—Basic response. Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command. $1,029.00

Level 2*—Intermediate response.* Claim will include engine response, first responder assignment, HAZMAT certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center. $3,637.00

Level 3—Advanced response. Claim will include engine response, first responder assignment, HAZMAT certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes three hours of on-scene time. Each additional hour is $300.00 per HAZMAT team. $8,673.00

F. *Additional time on-scene.* For all levels of service:

Engine, per hour $400.00

Truck, per hour $500.00

Miscellaneous equipment .....$300.00”

4.

The current Section 8.25.030 (Review of hazardous material resource recovery fees.) shall remain as written and shall not be removed or otherwise effected by this Resolution.

5.

The current Section 8.25.040 (Collection of fees.) is hereby deleted in its entirety and replaced with a new Section 8.25.040, which shall read as follows:

"8.25.040. – Collection of fees.

The Chief of Hall County Fire Rescue and Hall County Fire Rescue staff shall have the authority to issue invoices for such services as set forth in this chapter and shall collect such fees on behalf of Hall County, which shall be used to purchase equipment, training, other services and supplies for Hall County Fire Rescue."

6.

The Chief of Hall County Fire Rescue and Hall County Fire Rescue staff are permitted to take the steps necessary to effectuate the updated incident response fees.

7.

This Resolution shall become effective upon adoption, but the ordinance amendments shall not take effect until October 1, 2026.

SO RESOLVED, this _____ day of _____, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Fire Services

Fee Description	Current Amount	Proposed Amount	Projected Revenue Impact
Fire Recovery Fees - Hazardous Resource Material Recovery			
Level 1	435.00	637.00	
Level 2	495.00	726.00	
Level 3	605.00	886.00	
Extrication	1,305.00	1,915.00	$ 60,000.00
Hazmat 1	700.00	1,029.00	
Hazmat 2	2,500.00	3,637.00	
Hazmat 3	5,900.00	8,673.00	

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 608/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend Chapter 5.10 of the Official Code of Ordinances of Hall County, GA with regard to adopting revisions to the Business License Fee Schedule and allow for the Business License Division to collect annual inspection fees on behalf of Fire Services, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: BS

Recommendation:
Request Approval

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution to amend Chapter 5.10 of the Official Code of Ordinances of Hall County, GA with regard to adopting revisions to the Business License Fee Schedule and allow for the Business License Division to collect annual inspection fees on behalf of Fire Services, subject to review and approval by the County Attorney.

History:

Business License last amended their fee schedule in 2016.

Facts and Issues: **Options:**

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

Approvals:

Submit	Approve	Attorney	Administration
BS	BS	JL	CR
Clerk			
JR			

Attachments:

Resolution

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION TO AMEND CHAPTER 5.10 ENTITLED "BUSINESS OCCUPATION TAX AND REGULATIONS OF TITLE 5 OF THE OFFICIAL CODE OF HALL COUNTY, GEORGIA REGARDING OCCUPATION TAX RATES AND FIRE INSPECTIONS

WHEREAS, the Board of Commissioners of Hall County ("the Board of Commissioners") adopted by resolution on June 27, 1996, to become effective July 1, 1996, the codification of Resolutions, General Resolutions and Ordinances passed by the Board of Commissioners of Hall County as "The Official Code of Hall County, Georgia" 1996 edition published by Municipal Code Corporation; and further provided for the adoption and incorporation of any Resolution, General Resolution or Ordinance passed subsequent to July 1, 1996, to automatically become a part of The Official Code of Hall County, Georgia; and

WHEREAS, the Board of Commissioners adopted the BUSINESS OCCUPATION TAX AND REGULATIONS on November 11, 1999, and has subsequently amended the same; and the said BUSINESS OCCUPATION TAX AND REGULATIONS have been codified as Chapter 5.10 entitled "OCCUPATION TAX AND REGULATIONS" of Title 5 of the Official Code of Hall County, Georgia; and

WHEREAS, Pursuant to O.C.G.A § 48-13-6(a), the Board of Commissioners is authorized to provide by resolution for the levy, assessment, and collection of occupation tax businesses and practitioners of professions and occupations with one or more locations or offices in the unincorporated part of the county, except for those excluded under Code Sections 48-13-16(a) and 43-12-1; and

WHEREAS, Under O.C.G.A. § 25-2-12(a)(5) the Board of Commissioners is authorized to charge and retain appropriate fees for conducting fire safety inspections of existing buildings and structures, as well as reviewing plans and specifications for proposed buildings and structures, issue building permits when plans are approved, and conducting fire safety inspections for proposed buildings and structures; and

WHEREAS, At least one public hearing must be held before the Board of Commissioners adopts a resolution affecting the occupation tax, as provided in Section 5.10.340 of the Official Code of Hall County, Georgia and O.C.G.A § 48-13-6(c); and

WHEREAS, the Board of Commissioners seeks to amend a Section of Chapter 5.10 of Title 5 The Official Code of Hall County, Georgia with an effective date of October 1, 2026;

WHEREAS, the Board of Commissioners desires to delete Paragraph B of Section 5.10.050 entitled "- Occupation tax levied; amount" in its entirety and substitute, in lieu thereof, a new Paragraph B for Section 5.10.050 with the same name for the purpose of altering the number of categories or classifications; and

WHEREAS, the Board of Commissioners desires to replace Section 5.10.070 . " - Reserved." in its entirety and substitute, in lieu thereof, a new section entitled "- Annual fire inspection; fees" to allow for annual fire inspection fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hall County as follows:

-1-

Paragraph B of Section 5.10. 050 entitled "- Occupation tax levied; amount" is hereby deleted in its entirety and replaced with a new Paragraph B for Section 5.10.050. Said Paragraph B shall read as follows:

"5.10.050. – Occupation tax levied; amount; annual fire inspection fees

B. The occupation tax shall be determined according to the number of employees of the business or practitioner as computed on a full-time basis or full-time position equivalent basis, provided that, for the purpose of this computation, an employee who works 40 hours or more weekly shall be considered a full-time employee and that the average weekly hours of employees who work less than 40 hours weekly shall be added and such sum shall be divided by 40 to produce full-time position equivalents. The occupation tax shall be levied as follows:

Occupation Tax Rates

# of Employees	Amount of Tax*
1	$ 150.00
2	175.00
3 - 4	367.00
5 - 7	493.00
8 - 10	619.00
11 - 15	829.00
16 - 20	906.00
21 - 27	1,021.50
28 - 35	1,153.50
36 - 50	1,401.00
51 - 75	1,813.50
76 - 100	2,226.00
101 - 150	2,899.00
151 - 200	3,449.00
201 - 300	4,549.00

301 - 500	6,749.00
501 - 1,000	9,510.00
1,001 +	10,000.00

*The above schedule includes a $50.00 non-prorated, non-refundable administrative fee as required on all business occupation tax accounts for the initial start-up; renewal or reopening of those accounts. Section 5.10.040."

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Section 5.10.070 entitled "- Reserved" is hereby deleted in its entirety and replaced with a new Section 5.10.070. Said Section 5.10.070 shall read as follows:

"5.10.070. – Annual fire safety inspection; fees

A. The Hall County Fire Marshal's office shall conduct annual fire safety inspections of buildings and structures, pursuant to the requirements of O.C.G.A. § 25-2-12(a), and charge the following fees:

Annual Fire Inspections	
Annual	
Up to 25,000 sq ft	$100.00
25,001 - 50,000	$125.00
50,001-100,000 sq ft	$150.00
Greater than 100,000	$200.00
2nd Follow-up Inspection	
Up to 50,000 sq ft	$125.00
25,001 - 50,000	$150.00
50,001-100,000 sq ft	$175.00
Greater than 100,000	$225.00
3rd Follow-up Inspection and Each Subsequent Inspection	
Up to 50,000 sq ft	$225.00
25,001 - 50,000	$250.00
50,001-100,000 sq ft	$275.00
Greater than 100,000	$300.00

* The Business License Division shall be responsible for collecting the Annual Fire Inspection Fees."

-3-

All Resolutions, or Ordinances, or parts thereof, in conflict with the terms of

this Resolution are hereby repealed, but it is hereby provided that any resolution, ordinance or law, which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, which shall be liberally construed to be in favor of Hall County, is hereby adopted as part hereof.

-4-

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

-5-

County staff and the appropriate departments are authorized and directed to take all action reasonably necessary to implement the amended occupation tax rates and fire inspection fees.

-6-

This Resolution is hereby adopted this _____ day of _____ 2026, to become effective _____ , 2026, the public health safety and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____
Jennifer Rivera, County Clerk
(SEAL

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 609/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend the fee schedule for Building Inspections, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: BS

Recommendation:
Request Approval

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution to amend the fee schedule for Building Inspections, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

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

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
BS	BS	JL	CR
Clerk			
JR			

Attachments:

Resolution

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY WITH REGARD TO BUILDING INSPECTIONS FEE SCHEDULE

WHEREAS, Hall County has developed a comprehensive County Ordinance with specific fee schedules for its varying departments; and

WHEREAS, Hall County has received input from its citizens and from County staff regarding revisions to the Building Inspections Department Fee Schedule; and

WHEREAS, the Board of Commissioners has considered the proposed revisions to the Building Inspections Fee Schedule and deems it to be in the best interest of Hall County citizens to adopt such revisions;

WHEREAS, the updated and revised Building Inspections Department Fee Schedule is attached hereto and labeled as Exhibit "A" and fully incorporated within.

NOW, THEREFORE, BE IT RESOLVED, that the Hall County Board of Commissioners does hereby amend the Official Code of Hall County, Georgia as follows:

1.

The Building Inspection Department Fee Schedule is hereby amended by deleting all previous Building Inspection Fee Schedules in their entirety and substituting the revised and updated Building Inspection Department Fee Schedule attached hereto and marked as Exhibit "A."

2.

Except as expressly amended herein, all remaining provisions of the Hall County Ordinances shall remain in full force and effect.

The Resolution shall take effect immediately upon its adoption.

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

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Hall County, Georgia
Updated Fees

EW 5/4/2026

EXHIBIT A

*Current FY 2027 budget is $1,750,000, FY 2026 Revenue budget is $ 1,800,000
*Project budget impact from the department is $600,000 - Budgetary impact is around $400,000

Building Inspection Fees

	Current Amount	Proposed Amount
Miscellaneous		
ADMINISTRATIVE FEE		$50.00
RE-INSPECTION FEE 1ST TIME NOT READY	$35.00	$50.00
RE-INSPECTION FEE FOR 2ND TRIP		$75.00
RE-INSPECTION FEE FOR 3RD TRIP		$100.00
RE-INSPECTION FEE FOR STOP WORK ORDR		$100.00
INSPECTIONS OUTSIDE OF NORMAL BUSINESS HOURS		$125.00 PER HOUR ($250 MINIMUM)
CHANGE OF CONTRACTOR	$50.00	
FUEL TANK	$35.00	$50.00
RENEWAL FEE	$50.00	
COMPLETE RE-PERMIT (AFTER EXPIRATION)		FULL CHARGE (LESS ANY PAID IMPACT FEES)
APPEAL OF PERMIT OR INSPECTION RELATED STAFF DECISION		$200.00
PENALTIES		
DOUBLE FEE FOR WORK STARTED BEFORE PERMIT IS ISSUED FOR PROJECT		2X PERMIT FEE
DOUBLE FEE PLUS PERMIT FEE FOR WORK STARTED BEFORE PERMIT APPLICATION IS FILED		3 X PERMIT FEE
PLAN REVIEW FEE		
COMMERCIAL	$200.00	500 (250 BI/ 250 Fire)
NEW SINGLE-FAMILY RESIDENTIAL REVIEW	$0.00	$100.00
RESIDENTIAL RENOVATIONS/ADDITIONS	$0.00	$50.00
COMMERCIAL WALL	$0.00	$100.00
ALL OTHERS	$100.00	$200.00
RESIDENTIAL NEW CONSTRUCTION, BUILDINGS MOVED TO NEW SITE		
MINIMUM PERMIT FEE	$60 + 0.30 per sq ft	$100.00
PERMIT FEE	$0.00	$0.40 PER SQ FT
FACTORY BUILT HOMES	$0.00	$0.20 PER SQ FT
RESIDENTIAL ADDITIONS, ALTERATIONS, MODIFICATIONS, REPAIRS		
MINIMUM PERMIT FEE	$35 + 0.14 per sq ft	$100.00
PERMIT FEE	$0.00	$0.25 PER SQ FT
FEES FOR ALL OTHER OCCUPANCY GROUPS		
MINIMUM PERMIT FEE	$60.00	$100.00
PERMIT FEE	$60 + 0.30 PER SQ FT	$0.30 PER SQ FT
TEMPORARY CONSTRUCTION TRAILER	$0.00	$150 + APPLICABLE TRADE PERMITS
MOBILE/MANUFACTURED HOME FEES		
MANUFACTURED HOMES	$75 + $50 (OCCUPANCY)	$0.20 PER SQ FT
EXISTING HOME REQUIRING SITE INSPECTION	$50.00	$50.00
FEES FOR SIGNS		
MINIMUM PERMIT FEE	$50-95	$100.00
PERMIT FEE	$0.00	$0.30 PER SQ FT
SWIMMING POOL FEES		
PRIVATE POOL	$50.00	$100.00
PUBLIC POOL	$100.00	$250.00
RETAINING WALL & FENCE FEES		
RESIDENTIAL FENCE >7 FT	$0.00	$50.00
COMMERCIAL FENCE >7FT	$0.00	$150.00
RESIDENTIAL WALL >4FT	$0.00	$50.00

COMMERCIALWALL >4 FT	$0.00	100.00 + .10 PER SQFT
	DEMOLITION FEES	
DEMOLITION PERMIT	$50-100	$150.00
	OCCUPANCY FEES	
OCCUPANCY FOR RESIDENTIAL	$50.00	
OCCUPANCY FOR COMMERCIAL/INDUSTRIAL	$50.00	$75.00
EXISTING BUILDINGS CHANGE IN USE	$75.00	
CERTIFICATE OF COMPLETION	$50.00	
NON RESIDENTIAL FARM OR ACCESSORY BUILDING	$75.00	
TEMPORARY CERTIFICATE OF OCCUPANCY	$100.00	
	CELL TOWER	
NEW TOWER	$0.00	$2,000.00
CO-LOCATE	$0.00	$500.00
PLAN REVIIEW	$0.00	CONSULTANT FEE
	ELECTRICAL FEES	
MINIMUM FEE RESIDENTIAL	$35.00	$50.00
MINIMUM FEE COMMERCIAL	$0.00	$100.00
METERED TEMPORARY SERVICE	$10.00	$10.00
MOBILE HOME SERVICE	$35.00	$35.00
EV CHARGING STATION - PER STATION	$0.00	$75.00
	OTHER PERMANENT SERVICE	
< 99 AMPS	$5.00	$5.00
100-199 AMPS	$7.00	$7.00
200-299 AMPS	$10.00	$10.00
300-399 AMPS	$12.00	$12.00
400-499 AMPS	$15.00	$15.00
≥ 500 AMPS	$17.00	$17.00
OTHER PERMANENT SERVICE	$0.05 PER AMP OVER 500 AMP	$0.05 PER AMP OVER 500 AMP
	FUSED CIRCUITS	
110 VOLTS, ≤ 20 AMPS	$3.00	$3.00
110 VOLTS, ≥ 20 AMPS	$0.05 PER AMP	$0.05 PER AMP
220 VOLTS, ≤ 20 AMPS	$5.00	$5.00
220 VOLTS, ≥ 20 AMPS	$0.05 PER AMP	$0.05 PER AMP
440 VOLTS, ≤ 20 AMPS	$10.00	$10.00
440 VOLTS, ≥ 20 AMPS	$0.05 PER AMP	$0.05 PER AMP
>400 VOLTS	$0.05 PER AMP	$0.05 PER AMP
	MOTORS	
≤ 1 HP	$2.00	$2.00
1.1 - 5 HP	$4.00	$4.00
5.1 - 10 HP	$5.00	$5.00
10.1 - 20 HP	$7.00	$7.00
20.1 - 50 HP	$10.00	$10.00
≥ 50.1 HP	$12 + $0.05 PER HP OVER 50 HP	$12 + $0.05 PER HP OVER 50 HP
	TRANSFORMERS, HEATERS, & APPLIANCES	
≤ 1 KW	$3.00	$3.00
1.1 - 4 KW	$5.00	$5.00
4.1 - 10 KW	$7.00	$7.00
10.1 - 25 KW	$10.00	$10.00
≥ 25.1 KW	$12 + $0.05 PER KW ABOVER 25 KW	$12 + $0.05 PER KW ABOVER 25 KW
	OTHER EQUIPMENT	
SWIMMING POOL	$35.00	
FLAMMABLE LIQUIDS DISPENSING PUMP	$10.00	

MECHANICAL SYSTEMS		
MINIMUM FEE	$35.00	$50.00
BOILER, FURNACE, WALL CIRCULATOR, DISTRIBUTION SYSTEM		
≤ 125,000 BTU	$25.00	$25.00
125,001 - 200,000 BTU	$30.00	$30.00
200,001 - 300,000 BTU	$40.00	$40.00
> 600,000 BTU	$60.00	$60.00
600,001 - 1,000,000 BTU	$70.00	$70.00
1,000,001 - 2,000,000 BTU	$80.00	$80.00
2,000,001 - 3,000,000 BTU	$100.00	$100.00
3,000,001 - 4,000,000 BTU	$130.00	$130.00
≥ 4,000,000 BTU	$130 + $100 PER MILLION OVER 4,000,000	$130 + $100 PER MILLION OVER 4,000,000
REFRIGERATION UNIT		
≤ 24,000 (2) TONS	$15.00	$15.00
24,001 - 36,000 (3) TONS	$20.00	$20.00
36,001 - 48,000 (4) TONS	$30.00	$30.00
48,001 - 60,000 (5) TONS	$40.00	$40.00
>120,000 (10) TONS	$60.00	$60.00
120,001 - 180,000 (15) TONS	$80.00	$80.00
180,001 - 240,000 (20) TONS	$95.00	$95.00
240,001 - 600,000 (50) TONS	$150.00	$150.00
600,001 - 1,200,000 (100) TONS	$190.00	$190.00
≥ 100 TONS	$190 + ($1.50 PER TON OVER 100)	$190 + ($1.50 PER TON OVER 100)
HOODS OVER RESTAURANT RANGES		
MINIMUM FEE	$10-80	$50.00
VENTILATING SYSTEMS OTHER THAN 1 OR 2 FAMILY RESIDENCE		
≤ 0.9 MOTOR HP	$7.00	$7.00
1 - 1.9 MOTOR HP	$15.00	$15.00
2 - 4.9 MOTOR HP	$20.00	$20.00
5 - 9.9 MOTOR HP	$35.00	$35.00
>10 - 19.9 MOTOR HP	$60.00	$60.00
20 - 29.9 MOTOR HP	$80.00	$80.00
30 - 49.9 MOTOR HP	$100.00	$100.00
50 - 59.9 MOTOR HP	$140.00	$140.00
60 - 74.9 MOTOR HP	$165.00	$165.00
≥ 75 MOTOR HP	$185.00	$185.00
VERTICAL GAS VENTS, METAL SMOKESTACKS, ETC		
74,001 - 1,200,000 BTU	$28-40	$40.00
1,200,001 - 8,400,000 BTU	$51-54	$54.00
8,400,001 - 45,000,000 BTU	$56-75	$75.00
GAS HOT WATER HEATER		
≤ 50,000 BTU	$35.00	$35.00
50,0001 - 100,000 BTU	$40.00	$40.00
100,001 - 200,000 BTU	$45.00	$45.00
> 200,000 BTU	$50.00	$50.00
SPECIAL EQUIPMENT		
CIRCULATING AIR BLOWERS	$35.00	$35.00
COMMERCIAL INCINERATORS & BARBECUE PITS	$35.00	$35.00
RESIDENTIAL INCINERATORS	$35.00	$35.00
COMBUSTION AIR OR INDUCED DRAFT FANS	$35.00	$35.00
DUCT ALTERATION	$35.00	$35.00
CHANGE OF CONTRACTOR/COMPANY	$35.00	$35.00
PLUMBING		

MINIMUM FEE	$35.00	$50.00
WATER CLOSET	$4.00	$4.00
LAVATORY	$4.00	$4.00
BATH, TUB	$4.00	$4.00
SINK	$4.00	$4.00
DISPOSALS	$4.00	$4.00
DISHWATER	$4.00	$4.00
WASHING MACHINE	$4.00	$4.00
LAUNDRY TUB	$4.00	$4.00
WATER HEATER	$4.00	$4.00
DRINKING FOUNTAIN	$4.00	$4.00
FLOOR AREA DRAIN	$4.00	$4.00
URINAL	$4.00	$4.00
WET BAR SINK	$4.00	$4.00
SAND TRAP	$4.00	$4.00
SEPTIC TANK CONNECTION / CITY SEWER	$15.00	$15.00
	GAS PIPING	
≤ 10 PER OUTLET	$4.00	$4.00
> 10 PER OUTLET	$4.00 + 1.00 PER OUTLET OVER 10	$4.00 + 1.00 PER OUTLET OVER 10
	FUEL GAS	
MINIMUM FEE	$35.00	$50.00
GAS PIPING INSPECTION	$35.00	$35.00
CONVERSION BURNER INSPECTION	$35.00	$35.00
FLOOR FURNACE INSPECTION	$35.00	$35.00
INCINERATORS INSPECTION	$35.00	$35.00
BOILERS INSPECTION	$35.00	$35.00
CENTRAL HEATING OR AC UNIT INSPECTION	$35.00	$35.00

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 587/2026

SUBJECT: Approve the sole source purchase of four (4) refurbished Zoll X Series advanced cardiac monitors, extra batteries, and carry bags for Fire Rescue to Zoll Medical Corporation of Chelmsford, MA, in the amount of $95,627.66.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase of four (4) refurbished Zoll X Series advanced cardiac monitors, extra batteries, and carry bags for Fire Rescue to Zoll Medical Corporation of Chelmsford, MA, in the amount of $95,627.66.

History:

Facts and Issues:
These cardiac monitors, batteries, and carry bags are proprietary equipment to Zoll Medical Corporation.

Options:

Funding Requested	$ 95,627.66
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Zoll Quote for Monitors & Batteries
Zoll Quote for Carry Bags
Zoll Sole Source Letter
Sole Source Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 587/2026

Funds Requested: $ 95,627.66

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	350-CAPITAL PROJECTS FUND	3630-EMS	542500-OTHER EQUIPMENT	$95,627.66

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CBM

Phone: 770-531-6774

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-151868 Version: 1

Hall County Fire Services EMS
Hall County PO Drawer 1435
Gainesville, GA 30503

ZOLL Customer No: 7905

Bobby Ogletree
(770) 530-5164
bogletree@hallcounty.org

Quote No: Q-151868
Version: 1

Issued Date: July 27, 2026
Expiration Date: September 30, 2026

Terms: Net due in 30 days

FOB: Destination

Freight: Free Freight

Prepared by: Marcus Russell
EMS Territory Manager
mrussell@zoll.com
+1 6785427344

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01-661	**Refurbished X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack (Tier 1)** Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable, MFC-TO-CPRD connector, A/C power cord with AUX Power Supply, AUX Power Breakout Cable, 12 Lead ECG Cable, Accuvent Cable, NIBP Tubing (10FT), Adult NIBP Cuff, One (1) roll printer paper, SurePower II Li-ion battery, Operator Manual, Quick Reference Guide, and One (1) Year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	4	$36,377.65	$22,500.00	$90,000.00

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Hall County Fire Services EMS
Quote No: Q-151868 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	CH-57475	8000-0580-01	**Six Hour Rechargeable, SurePower II Smart Battery**	4	$1,061.93	$845.42	$3,381.68

Subtotal: $93,381.68

Total: $93,381.68

Contract Reference	Description
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Hall County Fire Services EMS
Quote No: Q-151868 Version: 1

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Hall County Fire Services EMS
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-152962 Version: 1

Hall County Fire Services EMS
Hall County PO Drawer 1435
Gainesville, GA 30503

ZOLL Customer No: 7905

Bobby Ogletree
(770) 530-5164
bogletree@hallcounty.org

Quote No: Q-152962
Version: 1

Issued Date: August 3, 2026
Expiration Date: September 30, 2026

Terms: Net due in 30 days

FOB: Destination

Freight: Free Freight

Prepared by: Marcus Russell
EMS Territory Manager
mrussell@zoll.com
+1 6785427344

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	8000-000393-01	**X Series Carry Case, Premium**	3	$940.39	$748.66	$2,245.98

Subtotal: $2,245.98

Total: $2,245.98

Contract Reference	Description
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Hall County Fire Services EMS
Quote No: Q-152962 Version: 1

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Hall County Fire Services EMS
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

ZOLL
an Asahi Kasei company

269 Mill Road
Chelmsford, MA 01824
978.421.9655 (main)
978.421.0015 (fax)
zoll.com

August 6, 2026

Bobby Ogletree
Hall County PO Drawer 1435
Gainesville, GA 30503

Dear Bobby:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer of X Series® and X Series Advanced® Defibrillators for the EMS Market ("Sole Source").

X Series® and X Series Advanced® Defibrillators provide Real BVM Help which helps rescuers provide high-quality manual ventilation in a manner that has never been possible, and TBI Dashboard technology that helps rescuers quickly detect and respond to signs of patient deterioration. In addition, no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact contracts@zoll.com.

Sincerely,

Pamela Thornton
VP of EMS Sales

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	Bradley Martin
Job Title:	Deputy Chief
Department:	Fire Rescue
E-Mail Address:	bmartin@hallcounty.org
Date of Request:	07/31/2026

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Fire Rescue is requesting to purchase Zoll X Advanced cardiac monitors/defibrillators. These devices are required by the State Office of EMS on all advance life support ambulances. These monitors were approved in FY27 CIP.

Desired Supplier Name:	Zoll Medical Corporation
Desired Supplier Email:	mrussell@zoll.com
Desired Supplier Phone Number:	678-542-7344

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Zoll Medical Corp has quoted Hall County Fire Rescue four (4) Zoll X Series Advanced Monitors with spare batteries and carry bags with a cost of $95,627.66

(4) X-Series Advanced $22,500 ea. Total $90,000

(4) SurePower Smart Battery $845.42 ea. Total $3,381.68

(3) X-Series Case, Premium $748.66 ea. Total $2,245.98

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

In a concerted effort to maintain continuity, the department has standardized to the Zoll X-Series cardiac monitor/defibrillator. The department currently has 28 units in service and spare. All employees are trained on this model. Due to life-safety concerns, only one type of cardiac monitor/defibrillator is utilized department wide. This assures the employee is familiar with the equipment regardless of which ambulance they may be assigned. In addition, the supplies used for this device are interchangeable with the AEDs within our department, throughout various county facilities as well as devices used in many health facilities in the community. This allows a more efficient inventory as the department does not have to stock multiple brands of supplies needed (pads, cables, sensors, etc). These monitors interface with our patient care reporting software (EPR) to import a patient's vital signs and cardiac rhythm into the patient care report.

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Zoll cardiac monitors/defibrillators are only sold by the manufacturer. Zoll does not provide equipment through any dealer or other vendor.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 578/2026

SUBJECT: Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL, in the amount of $114,006.04.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:

Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL, in the amount of $114,006.04.

History:
To maintain continuity, the department standardized to the Lucas compression system by Stryker for mechanical CPR devices. The department currently has 21 units in service. All employees are trained on this unit. This also allows for more efficient inventory as the department does not have to stock multiple brands of supplies needed.

Facts and Issues:
Fire Rescue is replacing this equipment, two (2) LUCAS devices and two (2) Stryker Stretchers. This will allow Hall County Fire Rescue to continue providing the safest and optimal care possible. These devices will be replacing other units that have met their service expectancy.

Equipment:

Two (2) LUCAS devices, LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device

Two (2) Stryker Stretchers, 6507 POWER PRO 2, HIGH CONFIG

Options:

Funding Requested	$ 114,006.04
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:
Financial Supplement
Stryker Quote 11340396
Hall County Power Pro 2 Stretcher Justification
Hall County LUCAS Device Justification
Sole Source - LUCAS Device
Sole Source - Power Pro 2

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 578/2026

Funds Requested: $ 114,006.04

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	350-CAPITAL PROJECTS FUND	3630-EMS	542500-OTHER EQUIPMENT	$114,006.04

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 678-343-0636

stryker

Hall County Fire PowerPro 2 & LUCAS Quote (7-14-2026)

Quote Number: 11340396

Version: 1

Prepared For: HALL COUNTY GOVT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Preston Willis

Email: preston.willis@stryker.com

Phone Number:

Quote Date: 07/29/2026

Expiration Date: 10/27/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	HALL COUNTY GOVT	Name:	HALL COUNTY GOVT	Name:	HALL COUNTY GOVT
Account #:	20202513	Account #:	20202513	Account #:	20010093
Address:	3144 GILLSVILLE HWY	Address:	3144 GILLSVILLE HWY	Address:	POBox 1435
	GAINESVILLE		GAINESVILLE		GAINESVILLE
	Georgia 30507-8003		Georgia 30507-8003		Georgia 30503-1435

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	$37,352.23	$74,704.46
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	2	$647.43	$1,294.85
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	$926.23	$1,852.46
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	$21.49	$42.98
6.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	$20,292.44	$40,584.88
7.0	11576-000060	LUCAS Desk-Top Battery Charger	2	$922.37	$1,844.75
8.0	11576-000071	LUCAS External Power Supply	2	$292.03	$584.06
9.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	$548.80	$1,097.59
			Equipment Total:		$122,006.04

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	2	-$2,000.00	-$4,000.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	2	-$2,000.00	-$4,000.00

PENDING APPROVAL

stryker

Hall County Fire PowerPro 2 & LUCAS Quote (7-14-2026)

Quote Number:	11340396	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	HALL COUNTY GOVT	Rep:	Preston Willis
	Attn:	Email:	preston.willis@stryker.com
		Phone Number:	
Quote Date:	07/29/2026		
Expiration Date:	10/27/2026		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$0.00
Grand Total:	$114,006.04

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.
Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).
Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.
Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).
Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

Dear Valued Customer,

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New and certified-preowned LIFEPAK® 35 monitor/defibrillators
- New and certified-preowned LIFEPAK 15 monitor/defibrillators
- New and certified-preowned LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine Samaritan PAD automated external defibrillators
- New and certified-preowned LUCAS® chest compression systems
- CODE-STAT™ data review software and service

Stryker is the sole source provider for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- New and certified-preowned ACLS (non-clinical) LIFEPAK monitor/defibrillators
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- LIFEPAK 35 Docking Station
- LIFEPAK FLEX®
- LIFEPAK Printer
- Crash Cart Stand
- Storage Bag Kit (left, right, and rear)
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third-party companies to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have any questions, please contact your local Stryker Account Manager, or call 1-800-STRYKER.

Sincerely,

Matt Van Der Wende
Vice President, Americas Sales

A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a patient and must refer to the instructions for use before using any Stryker product. Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: LIFELINKcentral, LIFEPAK, LIFEPAK FLEX, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders.

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Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
    - 16 CFR 1632 (U.S. Flammability)
    - BS EN 597-1 (European Flammability)
    - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
    - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™(SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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AGENDA ITEM

Human Resources

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 451/2026

SUBJECT: Approve the award of RFQ/P #47-009 Medicare Advantage Prescription Drugs Provider for Medicare retiree benefits to Aetna Life Insurance Company of Hartford, CT. The estimated annual cost is $639,498.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #47-009 Medicare Advantage Prescription Drugs Provider for Medicare retiree benefits to Aetna Life Insurance Company of Hartford, CT. The estimated annual cost is $639,498.00.

History:

Hall County has been with Aetna since January of 2022 and they are in good standing.

Facts and Issues:

Options:

There were three (3) vendors to bid on this RFQ/P: Aetna (current vendor), Anthem, and Humana, all with local offices in Georgia.

Aetna's submitted a bid rate at 12.6% ($291.21PMPM) of an increase over the current premium; Anthem submitted a bid rate of 5.3% over current cost ($272.21 PMPM); and Humana submitted a bid rate at 18% over current cost ($305.15 PMPM).

Aetna Medicare is the selected vendor- No current plan service issues; strong network especially in the Atlanta metro area; strong in network with North GA Health System; 94.2% of vendors remained and renewed with Aetna based on service levels, cost, and strong networks.

*Cost for the Medicare Advantage retiree progam will fluctuate based on monthly membership enrollments.

Funding Requested	$ 639,498.00
Are funds within current budget?	Yes
Source of Funds	Group Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Purchasing	Budget
LM	LM	AY	DA
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Aetna Medicare Group Agreement
Aetna Cost Proposal
Bid Tab
Signature Request Cover Sheet

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 451/2026

Funds Requested: $ 639,498.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Insurance Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$319,749.00
2028	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$319,749.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLM

Phone: 770-531-6712

AETNA MEDICARE
GROUP AGREEMENT COVER SHEET

Contract Holder:	Hall County
Plan Sponsor Unique (PSU) Number:	TBD
Effective Date:	TBD
Term of Group Agreement:	The Initial Term shall be: From January 1, 2027 through December 31, 2027. Automatically renews for 12 month Subsequent Terms on each anniversary of the Effective Date.
Premium Due Dates:	The Group Agreement Effective Date and the 1st day of each succeeding calendar month.

AETNA MEDICARE GROUP AGREEMENT

This Group Agreement is by and between the Aetna entity or entities identified in Section 1.2 below ("Aetna") and Hall County (the "Contract Holder"). This Group Agreement takes effect on TBD (the "Effective Date") if Aetna has accepted the Contract Holder's signed Group Application and received the initial premium. This Group Agreement remains in force until terminated.

This Group Agreement consists of the combination of the following documents:

- The **Evidence of Coverage** issued to Members in connection with this Group Agreement, including the attached Schedule of Copayments/Coinsurance (the "EOC"). The EOC is issued by Aetna to Members on an annual basis. Upon request, Aetna will provide Contract Holder with a copy of the EOC.
- The most recent **rate exhibits, plan designs and financial conditions** issued by Aetna to the Contract Holder in connection with the original issuance and renewal of this Group Agreement, and, if Aetna is billing both the Contract Holder and Members a portion of the monthly premium, the **Service Agreement** between Aetna and Contract Holder that describes this split billing arrangement. These documents are collectively referred to herein as the "Financial Documents".
- This **Group Agreement,** including the attached CMS/Regulatory Requirements Addendum and the Addendum labeled "Aetna Medicare Advantage HMO Affiliate Addendum".
- Contract Holder's **Group Application** (the "Group Application").
- Any riders, amendments, inserts or attachments issued pursuant to any of the foregoing documents.

The Group Application, EOC and Financial Documents are collectively referred to as the "Incorporated Documents."

Aetna and Contract Holder agree as follows:

Section 1. COVERAGE

1.1 **Covered Benefits.** The Financial Documents identify the fully-insured Aetna Medicare Plan(s) (the "Plan(s)") offered to the Contract Holder under this Group Agreement for the corresponding time periods and the service area(s) (the "Service Area(s)") where the Plans are offered. Aetna shall provide coverage to Members for all of the health care services and supplies that are covered by the Plan(s) (the "Covered Benefits").

1.2 **Aetna Insurer.** Aetna's Medicare Advantage PPO Plans are offered by Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc. With regard to such Plans, "Aetna" means Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc.

Aetna Medicare Rx Plans are offered by SilverScript Insurance Company. With regard to such Plans, "Aetna" means SilverScript Insurance Company,

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the Addendum to this Group Agreement labeled "Aetna Medicare Advantage HMO Affiliate Addendum".

Section 2.TERM

2.1 **Initial Term.** The initial term of this Group Agreement (the "Initial Term") will be 12 months beginning at 12:01 a.m. on TBD (the "Effective Date").

2.2 **Subsequent Terms.** This Group Agreement will automatically renew for subsequent twelve month renewal terms (each a "Subsequent Term") on each anniversary of the Effective Date unless sooner terminated prior to the commencement of the Subsequent Term, pursuant to Section 5.

Section 3.PREMIUMS

3.1 **Premiums.** Aetna uses three different methods for billing premiums. A monthly premium can either be billed to the Member ("Direct Billing"), to the Contract Holder ("Contract Holder Billing") or to both the Member and the Contract Holder ("Split Billing"). In some cases, Aetna uses multiple billing methods for the same Contract Holder. The Group Application will indicate the billing method(s) that apply to the Plan(s) under this Agreement. If Contract Holder and Aetna agree to change the billing method(s) applicable to the Plan(s) after the Initial Term, the Financial Documents will indicate the billing method(s) that apply to the Plan(s) under this Agreement. In all cases, the "Premium Due Date" shall be the Effective Date and the 1st day of each succeeding calendar month.

- For Members who are subject to Direct Billing, Aetna will charge the Member a monthly premium (the "Member Premium") determined by Aetna based on the Member Premium in effect on the Premium Due Date, as stated in the Financial Documents.
- Where Contract Holder Billing is applicable, Aetna will charge the Contract Holder a monthly premium (the "Contract Holder Premium") determined by Aetna based on the Contract Holder Premium in effect on the Premium Due Date, as stated in the Financial Documents.
- Where Split Billing is applicable, Aetna will charge the Contract Holder and each Member a monthly premium (comprised of both Member Premiums and Contract Holder Premiums aggregating to a "Split Billing Premium") determined by Aetna based on the Split Billing Premium in effect on the Premium Due Date, as stated in the Financial Documents.

"Member Premium", "Contract Holder Premium" and "Split Billing Premium" are collectively referred to herein as "Premium".

Members shall pay all Member Premium and the Contract Holder shall pay all Contract Holder Premium to Aetna on or before each Premium Due Date. Membership as of each Premium Due Date will be determined by Aetna in accordance with Aetna's Member records.

Aetna may change the rates for the Member Premium, the Contract Holder Premium and the Split Billing Premium and the Covered Benefits at the beginning of any Subsequent Term. The applicable Financial Document may identify certain circumstances when Aetna may change the rates for the Contract Holder Premium or the Split Billing Premium (other than the Member Premium portion) during the Initial Term.

A Premium payment check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt.

Aetna may accept a partial payment of Premium without waiving the right to collect the entire amount due. If the Group Agreement terminates for any reason, the Members will continue to be held liable for all Member Premiums due and unpaid before the termination and the Contract Holder will continue to be held liable for all Contract Holder Premiums due and unpaid before the termination.

3.2 **Membership Adjustments.** Aetna may make retroactive additions of Members at its discretion based upon Aetna's eligibility and enrollment guidelines consistent with all Mandates. Such additions are subject to the payment of all applicable Premiums.

Aetna may also make retroactive adjustments to the Contract Holder's billings for the termination of Members, but only for a maximum of 1 billing periods.

SECTION 4 ENROLLMENT/DISENROLLMENT

4.1 **Enrollment.** The Contract Holder shall offer enrollment in the Plan(s) in compliance with all applicable Mandates as follows:

- At least once during the Term, the Contract Holder shall hold an open enrollment period ("Open Enrollment Period") when all eligible individuals may enroll in the Plan(s). The Open Enrollment Period shall be held at the same time as the open enrollment period for all other group health benefit plans being offered by the Contract Holder to retirees.
- The Contract Holder shall also enable all eligible individuals to enroll in the Plan(s) within 31 days of becoming eligible to receive coverage under the Plan(s).

All eligible individuals and dependents not enrolled in the Plan(s) within the Open Enrollment Period or within 31 days of becoming eligible may be enrolled during any subsequent Open Enrollment Period. Coverage under the Plan(s) will not become effective until confirmed by Aetna. The Contract Holder shall permit Aetna representatives to meet with eligible individuals and dependents during each Open Enrollment Period.

4.2 **Eligibility.** The Contract Holder shall not change the Open Enrollment Period or any other eligibility requirements of the Plan(s) unless Aetna agrees to the change in writing.

4.3 **Enrollment/Disenrollment Processing.** The Parties shall agree in advance who shall bear responsibility for enrollment and disenrollment transactions as set forth in the Group Application. The Party bearing responsibility for enrollment/disenrollment transactions shall perform the function in accordance with all applicable Mandates, including Mandates relating to timeframes for processing and submission of such transactions. All of the enrollment and disenrollment requirements described in this Group Agreement also apply to any third party administrator retained by the Contract Holder to accept enrollment/disenrollment requests on its behalf.

Aetna will not be liable to Members for the fulfillment of any obligation before Aetna receives enrollment and eligibility information for the Member in a form satisfactory to Aetna. The Contract Holder must notify Aetna of the date in which a Member's eligibility ceases for the purpose of

termination of coverage under this Group Agreement. Section 5.0 of the CMS/Regulatory Requirements Addendum includes additional details regarding enrollment and disenrollment requirements applicable to the Plan(s).

SECTION 5 TERMINATION

5.1 **Termination Without Cause.** Either Party may terminate this Group Agreement in its entirety or in any particular Service Area, without cause, by giving the other Party at least 60 days' prior written notice of when such termination will become effective. The notice shall specify the effective date of the termination, which shall be the first day of the month, and the Plan(s) and Service Areas to be terminated if not the entire Group Agreement. *(Note: Aetna requires 60 days' notice of termination to ensure sufficient time to meet the CMS requirement to provide Members with at least 21 calendar days' notice of termination.)*

5.2 **Termination by Aetna.** In addition to the termination rights set forth in Section 5.1 above, Aetna may terminate this Group Agreement as described in this Section 5.2.

5.2.1 **Termination for Non-Payment of Premium.** An individual Member's coverage under this Group Agreement may be terminated by Aetna in compliance with Mandates if all Member Premiums are not received by Aetna from that Member within 3 months following the Premium Due Date (the "Member Grace Period"). If Member Premiums owed by 10 percent or more of Members remain unpaid at the end of the applicable Member Grace Period, Aetna may terminate the Group Agreement upon 30 days' prior written notice to the Contract Holder.

If the Contract Holder has not paid all Contract Holder Premiums within 30 days following the Premium Due Date (the "Contract Holder Grace Period"), Aetna may terminate the Group Agreement immediately upon notice to Contract Holder.

5.2.2 CMS Contract Termination, Non-Renewal & Service Area Reductions & Product Withdrawal.

(a) **Termination of Entire Group Agreement.** This Group Agreement shall terminate effective upon any anniversary of the Effective Date if Aetna will no longer offer any Plan in any Service Areas, because: (1) CMS terminates or otherwise non-renews the Aetna's CMS Contract, or (2) Aetna terminates its CMS Contract or reduce the Service Areas referenced in Aetna's CMS Contract.

Aetna may also terminate this Group Agreement upon 60 days' prior written notice to the Contract Holder (or such shorter notice as may be permitted by Mandates, but in no event less than 30 days) if Aetna ceases to offer a product or coverage in any market in which Members reside

(b) **Partial Termination of Group Agreement.** This Group Agreement may also be terminated in part as to a particular Plan within one or more Service Areas by Aetna upon any anniversary of the Effective Date if Aetna will no longer offer that Plan in any Service Areas because: (1) CMS terminates or otherwise non-renews the applicable Aetna CMS

Contract, (2) Aetna terminates the applicable CMS Contract or reduce the Service Areas referenced in the applicable CMS Contract, or (3) Aetna or Contract Holder cease to meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable.

5.2.3 Additional Termination Rights. Aetna may also terminate this Group Agreement as follows:

(a) Immediately upon notice to the Contract Holder if the Contract Holder has committed fraud or any intentional misrepresentation of a material fact relevant to the coverage provided under this Group Agreement;

(b) Immediately upon notice to the Contract Holder if the Contract Holder no longer has any Member under the Plan(s) who resides in the Service Area;

(c) Upon 30 days' prior written notice to the Contract Holder if the Contract Holder (i) breaches a provision of this Group Agreement and such breach remains uncured at the end of the notice period; (ii) fails to meet Aetna's contribution or participation requirements applicable to this Group Agreement, as set forth in the applicable Financial Document; (iii) provides 30 days' written notice to Members stating that coverage under this Group Agreement will no longer be provided to Members; (iv) changes its eligibility or participation requirements without Aetna's consent; or (v) ceases to meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable;

(d) Upon 60 days' prior written notice to the Contract Holder if the Contract Holder is a member of an employer-based association group, and the Contract Holder's membership in the association ceases; or

(e) Upon written notice to the Contract Holder if, as a result of the enactment of any new law or regulation, or any change in any law or regulation or any interpretation of any law or regulation: (1) the rights or obligations of Aetna under this Group Agreement would be materially affected; (2) CMS reimbursement to Aetna under the Medicare Advantage and/or Part D program would materially change; or (3) Plan benefits, design, premium/rates, coverage and/or administration would be materially impacted.

Any such termination shall be effective on the day immediately preceding the effective date of such law, regulation or interpretation; however, Aetna shall provide written notice to Contract Holder of this date.

5.3 **Effect of Termination.** No termination of this Group Agreement will relieve Aetna or the Contract Holder from any obligation incurred under this Group Agreement before the date of termination. The Parties agree that termination of the Plan, disenrollment of Members from the Plan, and transition and continuity of care and coverage for Members will be consistent and comply with Mandates. The Parties agree to work together in good faith to help ensure an orderly transition of coverage for Members. When terminated, this Group Agreement and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. In the event of termination for any reason, Members

must continue to pay all Member Premiums due and unpaid before the effective date of the termination and the Contract Holder must continue to pay all Contract Holder Premiums due and unpaid before the termination, including Member Premiums and Contract Holder Premiums due during the applicable Member or Contract Holder Grace Period. Members also remain responsible for Member cost sharing and other required contributions during the Member Grace Period.

5.4 **Auto-Enrollment Upon Termination of Plan**. This Section 5.4 only applies if Contract Holder terminates this Group Agreement or any Plan is terminated in any Service Area, and Contract Holder elects to offer health insurance policies to Members through a public or private exchange in which Contract Holder participates.

If this Group Agreement is terminated or any Plan is terminated in any Service Area, certain Mandates permit Aetna to disenroll Members from the Plan and automatically enroll such Members in a comparable individual Medicare plan offered by Aetna ("Aetna Individual Medicare Plan"), unless the Member opts out or makes another health plan choice.

The Contract Holder agrees that if it establishes a Health Reimbursement Account ("HRA") and provides a subsidy for use by Members to pay health insurance premiums for individual health insurance policies, the Contract Holder will allow Members who are automatically enrolled in an Aetna Individual Medicare Plan as described in this Section 5.4 to continue to receive the same level of subsidy and use such HRA to pay the health insurance premium for the Aetna Individual Medicare Plan. The Contract Holder will not limit such Members' use of the HRA solely to health insurance policies issued through a public or private exchange in which the Contract Holder participates.

Section 6. PRIVACY AND SECURITY OF INFORMATION

6.1 **Compliance with Privacy and Security Laws.** Aetna and the Contract Holder shall each abide by all Mandates regarding the confidentiality and the safeguarding of individually identifiable health and other personal information, including the privacy and security requirements of HIPAA.

6.2 **Disclosure of Protected Health Information.** If Contract Holder determines that it needs protected health plan information ("PHI"), as defined in HIPAA, in connection with administration of the Plan, any such request shall be in accordance with 45 C.F.R. § 164.504(f) and other applicable Mandates.

Section 7. INDEPENDENT CONTRACTOR RELATIONSHIPS

7.1 **Relationship Between the Parties.** The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Group Agreement.

7.2 **Relationship Between Aetna and Network Providers.** The relationship between Aetna and providers contracted with Aetna to participate in the Plan(s)' provider network ("Network Providers") is a contractual relationship among independent contractors. Network Providers are not agents or employees of Aetna nor is Aetna an agent or employee of any Network Provider.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation in the provider network for the Plan(s) may be terminated at any time without advance notice to the Contract Holder or Members, subject to Mandates. Network Providers provide health care diagnosis, treatment and services for Members. Aetna administers and determines Plan benefits.

Section 8. DEFINITIONS

8.1 "CMS" means the Centers for Medicare and Medicaid Services.

8.2 "CMS Contract" means the contract between Aetna and CMS under which Aetna offers the Plan(s) in the applicable time period.

8.3 "EOC" means the Evidence of Coverage, which is a document issued pursuant to this Group Agreement that outlines coverage for Members under the Plan(s). The EOC includes the Schedule of Copayments/Coinsurance and any riders or amendments.

8.4 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

8.5 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

8.6 "Mandates" means applicable laws, regulations and government requirements in effect during the Term of this Group Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements (including CMS manuals, memo guidance and other directives).

8.7 "Member" is a Medicare beneficiary who: (1) has enrolled in the Plan(s) and whose enrollment in the Plan(s) has been confirmed by CMS, and (2) is eligible to receive coverage under the Plan(s), subject to the terms and conditions of this Group Agreement and the EOC.

8.8 "Party, Parties" means Aetna and the Contract Holder.

8.9 "Term" means the Initial Term or any Subsequent Term.

Section 9 MISCELLANEOUS

9.1 **Delegation and Subcontracting.** Aetna may delegate functions and services under this Group Agreement to third party vendors (i.e., pharmacy, behavioral health vendors). Aetna's arrangements with third party vendors are subject to change in accordance with Mandates. Aetna shall be responsible for its third party vendors, including their compliance with Mandates and other legal requirements.

9.2 **Disease Management and Care Management Programs.** From time to time, Aetna may offer programs that are designed to improve quality of care, ensure access to Covered Benefits or coordinate care delivered to Members under the Plan(s) ("Disease and Care Management Programs"). Aetna will administer Disease and Care Management Programs consistent with any applicable Mandates. The

Contract Holder acknowledges that Aetna may alter or discontinue the Disease and Care Management Program offered to Members at any time, consistent with all Mandates.

9.3 **Prior Agreements; Severability.** As of the Effective Date, this Group Agreement replaces and supersedes all other prior agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Group Agreement or the documents incorporated herein. If any provision of this Group Agreement is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Group Agreement shall continue in full force and effect.

9.4 **Claim Determinations and Administration of Covered Benefits.** Aetna is a fiduciary for the purpose of Section 503 of Title 1 of ERISA. Aetna has complete authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this Group Agreement. Aetna shall be deemed to have properly exercised such authority unless it abuses its discretion by acting arbitrarily and capriciously. Aetna's review of claims may include the use of commercial software and other tools to take into account factors such as an individual's claims history, a provider's billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

9.5 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Contract Holder or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by Contract Holder shall be the basis for voiding this Group Agreement after it has been in force for two years from the Effective Date.

9.6 **Assignability.** No rights or benefits under this Group Agreement are assignable by Contract Holder to any other Party unless approved in advance by Aetna. Aetna may without Contract Holder's consent (but upon 30 days' written notice to Contract Holder) assign this Group Agreement to an affiliate, consistent with CMS requirements without the prior approval of the Contract Holder.

For purposes of this Section 9.6, an "affiliate" is defined as, any company that (i) controls, (ii) is controlled by or (iii) is under common control with Aetna or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

9.7 **Waiver.** Aetna's failure to implement, or insist upon compliance with, any provision of this Group Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of Aetna's right to implement or insist upon compliance with that provision at any other time or times.

9.8 **Conflict.** In the event of a conflict between the terms of this Group Agreement and any of the Incorporated Documents or among any of the Incorporated Documents, the order of priority shall be as the listing of incorporated documents set forth in the second paragraph of this Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

9.9 **Third Parties.** This Group Agreement does not give any rights or impose any obligations on third parties except as specifically provided herein.

9.10 **Non-Discrimination.** The Contract Holder shall not encourage or discourage enrollment in the Plan(s) based on health status or health risk and shall follow all applicable Mandates on non-discrimination.

9.11 **Compliance with Mandates; Amendment to Comply with Mandates.** Aetna and the Contract Holder shall comply with all Mandates applicable to the performance of their respective obligations under this Group Agreement. The Contract Holder shall comply with the applicable provisions of the CMS/Regulatory Addendum, which is designed to ensure Contract Holder's and Aetna's compliance with specific Mandates.

9.12 **Applicable Law.** This Group Agreement shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the State of Georgia.

9.13 **Force Majeure.** If due to circumstances not within Aetna's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Aetna's Network Providers or entities with whom Aetna has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by Aetna on the date such event occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.14 **Use of the Aetna Name and all Symbols, Trademarks, and Service Marks.** Aetna controls the use of its name and all symbols, trademarks, and service marks presently existing or subsequently established. The Contract Holder shall not use any of them in advertising or promotional materials or in any other way without Aetna's prior written consent. The Contract Holder shall stop any and all use immediately upon Aetna's request or upon termination of this Group Agreement.

9.15 **Coordination of Benefits.** This Section 9.15 applies solely if the Contract Holder is a Member's former employer and the Member sustains a work related injury before he or she leaves employment, regardless of when symptoms become evident. In such event, the Contract Holder shall protect Aetna's interests in any workers' compensation claims or settlements with any Member by reimbursing Aetna for all paid medical expenses which have occurred as a result of the work related injury that is compensable or settled in any manner.

Upon Aetna's request, the Contract Holder shall also submit a monthly report to Aetna listing all workers' compensation cases for Members who have outstanding workers compensation claims involving the Contract Holder. The list shall contain the name of the Member, the date of loss and the diagnosis.

9.16 **Notices.** Any notice required or permitted under this Group Agreement shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the Group Application, or to any more recent address of which the sending Party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

9.17 **Amendments.** This Group Agreement may be amended as follows:

- This Group Agreement shall be deemed to be automatically amended to conform with all Mandates promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Aetna;
- By mutual written agreement between both Parties; or
- By Aetna upon 30 days' written notice to the Contract Holder.

The Parties agree that an amendment does not require the consent of any Member or other person. Except for automatic amendments to comply with Mandates, all amendments to this Group Agreement must be approved and executed by Aetna.

9.18 **Clerical Errors.** Clerical errors or delays by Aetna in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made. Aetna may also modify or replace a Group Agreement, EOC or other document issued in error.

9.19 **Misstatements.** If any fact as to the Contract Holder or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.20 **Confidential Information**. The term "Confidential Information" includes, but is not limited to, this Group Agreement or any information of either Contract Holder or Aetna (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either Party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either Party's business.

- **Confidentiality Obligations.** Aetna and Contract Holder shall not disclose or make use of any Confidential Information except as permitted under this Group Agreement without the prior written consent of the non-disclosing party, which consent may be conditioned upon the execution of a confidentiality agreement. Each Party may disclose Confidential Information of the other Party only to its employees, agents, consultants, or authorized representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Group Agreement and who (A) have been informed of the confidential and proprietary nature of the Confidential Information, and (B) with respect to agents, consultants or authorized representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. Aetna or Contract Holder, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.
- **Permitted Disclosure of Confidential Information.** The foregoing shall not apply to such Confidential Information to the extent: (A) the information is or becomes generally available or known to the public through no fault of the receiving party; (B) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (C) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (D) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation; or (E) the information is required to be disclosed pursuant to a non-appealable court order. Except in accordance with the requirements of this Section 9.20, neither Party nor its employees, agents, consultants, or authorized representatives may disclose, or permit to be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either Party, or any of its respective employees, agents, consultants, or authorized representatives, is requested to disclose the Confidential Information of the other Party for any of the reasons described in the preceding sentence such Party shall give prompt prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any requested disclosure. The receiving party agrees to cooperate with the disclosing party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving party is ultimately legally compelled to disclose such Confidential Information, the receiving party shall disclose the minimum required pursuant to the court order or other legal compulsion.
- **Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Aetna or Contract Holder immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either Party fails to comply with this Section 9.20, the other Party will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Group Agreement, and to judgment for any and all claims, liabilities, demands, damages, losses, costs or expenses of any kind, including, without limitation, reasonable attorneys' fees and expenses caused by the breach, and to any other remedies provided by law or in equity.

9.21 **Aetna Intellectual Property**. Under this Group Agreement, Contract Holder may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under this Group Agreement ("Aetna IP"). Aetna will grant Contract Holder, as a plan sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in this Group Agreement. Contract Holder agrees not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the AetnaIP is compiled or interpreted. Nothing in this Group Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to Contract Holder.

Signed as of the Effective Date.

Hall County

By: _____
Name: _____
Title: _____

Aetna

By: Richard A. Frommeyer
Name: Richard A. Frommeyer
Title: Vice President

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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CMS/REGULATORY REQUIREMENTS ADDENDUM

The following provisions describe critical regulatory requirements that apply to all plan sponsors offering Aetna group Medicare plans, and they are included in this Group Agreement to ensure Aetna and Contract Holder's compliance with Mandates.

Section 1.0 CMS Uniform Premium Requirements.

1.1 **Medicare Advantage – Premium Requirements**. This Section 1.1 applies only if Aetna is offering a Medicare Advantage HMO or PPO Plan to Members, and Contract Holder and Members are paying any portion of the Premium for the Medicare Advantage benefit ("MA Premium").

Contract Holder will comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the Member:

- Contract Holder may subsidize different amounts of MA Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
- MA Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the Member.

1.2 **Part D – Premium and Low Income Subsidy Requirements**. This Section 1.2 applies only if Aetna is offering an Aetna Medicare Rx Plan or a Medicare Advantage HMO and/or PPO plan with Medicare prescription drug plan benefits to Members.

Contract Holder will comply with the following conditions with respect to any subsidization of that portion of Premiums paid by Contract Holder for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by the Member:

- Contract Holder may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy ("LIS").
- PD Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Contract Holder shall comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

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- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Contract Holder's PD Premium contribution. However, if the sum of the Member Contribution and Contract Holder's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.
- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Contract Holder shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Contract Holder's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.
- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Contract Holder, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Section 2.0 Records.

2.1 **Maintenance of Information & Records.** Contract Holder agrees to maintain Information and Records (as those terms are defined in Section 2.2 below) in a current, detailed, organized and comprehensive manner and in accordance with Mandates, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period for the Plan(s), (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by Mandates.

2.2 **Access to Information and Records.** Contract Holder will provide Aetna and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records), whether in paper or electronic format, relating to the arrangement described in this Group Agreement ('Information and Records"). Contract Holder agrees to provide Aetna and Government Officials with access to Information and Records for as long as it is maintained as provided in Section 2.1 above. Access to Information and Records will be provided within 14 calendar days of receipt of an applicable request, where practicable, and in no event later than the date required by an applicable law or regulatory authority.

2.3 **Survival.** The preceding provisions of this Section 2.0 shall survive termination of this Group Agreement regardless of the cause of termination.

Section 3.0 Medicare Secondary Payer Requirements. Records.

3.1 **Generally.** Aetna and Contract Holder agree to comply with all Medicare Secondary Payer ("MSP") Mandates that apply to Contract Holder, the Plan and Aetna ("MSP Requirements").

3.2 **MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease ("ESRD").** Aetna and Contract Holder agree to comply with all MSP Requirements applicable to

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Contract Holder's active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD ("ESRD Beneficiaries" or "ESRD Beneficiary"), including, without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y (b)(1)(C), 42 C.F.R. §§ 411.102(a), 411.161, and 411.162 and 42 C.F.R. §§ 422.106 and 422.108 ("ESRD MSP Requirements").

3.3 Contract Holder acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by Contract Holder ("GHP") to be the primary payer for the first 30 months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees employed by Contract Holder and regardless of whether the ESRD Beneficiary is a current employee or retiree.

3.4 To ensure Aetna's and Contract Holder's compliance with ESRD MSP Requirements, Contract Holder agrees to confirm to Aetna whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the Plan(s) during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If Contract Holder seeks to enroll an ESRD Beneficiary in a Plan, Contract Holder agrees to provide Aetna, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by CMS.

Section 4.0 Office of Foreign Asset Control. If coverage provided by the Group Agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

Section 5.0 CMS Enrollment & Disenrollment Requirements.

5.1 To the extent that Contract Holder directly accepts enrollment and/or disenrollment requests from potential Members or Members that Contract Holder forwards to Aetna for processing and submission to CMS, Contract Holder will comply with all Mandates that relate to the handling and processing of enrollment and disenrollment requests that apply to the Plan(s). A Member's signature on an enrollment/disenrollment form must be dated prior to the requested enrollment/disenrollment effective date.

If requesting retroactive enrollment or disenrollment, Contract Holder will forward enrollment and disenrollment forms completed by potential Members or Members to Aetna no later than 90 days after the Member's enrollment or termination effective date. If there is a delay between the time a Member submits an enrollment/disenrollment request to Contract Holder and when the enrollment/disenrollment request is received by Aetna, the enrollment/disenrollment transaction may not be processed by CMS, unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Aetna will determine whether to submit retroactive enrollment and disenrollment transaction requests to CMS, and will make such determinations in accordance with Mandates.

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All Members must be notified that they will be enrolled in a Plan. CMS requires that this notice be provided by Aetna or Contract Holder not less than 21 calendar days prior to the effective date of the Member's enrollment in the Plan to allow Members the opportunity to evaluate other available health plan options.

5.2 The effective date of enrollments and disenrollments in the Plan(s) cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. If approved by CMS, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, 90 days from the date that Aetna received the enrollment or disenrollment request from the Contract Holder, and the enrollment or disenrollment form must be completed and signed by the Member prior to the requested enrollment or disenrollment effective date.

5.3 CMS does not permit retroactive termination of a Member's coverage under the Plan(s) if the Member no longer meets Contract Holder's eligibility criteria to remain enrolled in the Plan(s). To meet this CMS requirement, Contract Holder will provide Aetna with advanced written notice if Contract Holder chooses to terminate a Member's coverage under the Plan based on loss of eligibility, and Contract Holder acknowledges that the Member's prospective coverage termination effective date will be determined in accordance with Mandates.

5.4 If Contract Holder elects to change Plan coverage offered to Members or to terminate a Member's coverage under the Plan(s), Contract Holder must provide written notice to such Member(s) at least 21 calendar days prior to the effective date of the change in the Member's coverage or disenrollment from the Plan(s), as applicable. This written notice must include a description of how the Member can contact Medicare to obtain information regarding other Medicare Advantage or Medicare Part D plan options that may be available to the Member. Aetna will assist Contract Holder with developing appropriate notices.

5.5 Aetna reserves the right to notify Members of the involuntary termination of their coverage under this Group Agreement for any reason.

5.6 If eligible individuals are to be enrolled and/or disenrolled in the Plan(s) electronically, the electronic forms used for this process must be approved by CMS for use by the Plan(s) and conform to all Mandates applicable to format, data fields and other required information. Aetna will work with Contract Holder to develop appropriate electronic forms.

5.7 Electronic enrollments and disenrollments will be deemed effective on the first day of the month requested, subject to compliance with any applicable Mandates.

5.8 Contract Holder will produce, at Aetna's request, the original copy of any enrollment or disenrollment form or record received by Contract Holder.

5.9 Contract Holder shall limit enrollment in the Plans to retirees who are Medicare eligible individuals and are receiving Employment-Based Retiree Coverage under a Group Health Plan sponsored by Contract Holder. Employment-Based Retiree Coverage means coverage of health care costs under a Group Health

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Plan based on an individual's status as a retired participant in the plan, or as the spouse or dependent of a retired participant. A Group Health Plan means a plan defined in Section 607(1) of ERISA or any other plan described in 42 C.F.R. § 422.106(d).

Section 6.0 Notices to Members.

6.1 **Notice re Changes.** Contract Holder will provide Members with written notice describing any changes made to premiums, benefits or other terms of the Plan(s) as required under Mandates. If Contract Holder does not distribute notices as required under this Section 6.0 Aetna may, at its discretion, distribute such notices to Members.

6.2 **Notice re Termination of Coverage.** Contract Holder will notify Members of the termination of the Plan(s) in compliance with Mandates. However, Aetna reserves the right to notify Members of termination or suspension of the Plan(s) for any reason. Contract Holder will provide written notice to Members of their rights upon termination of coverage as required under Mandates.

6.3 **Member Plan Materials.** The Contract Holder shall cause any Member Plan materials that have not been approved by CMS to comply with ERISA or, in the case of a non-ERISA Plan, any applicable alternative regulatory disclosure requirements.

6.4 **Plan Reporting and Disclosure Requirements.** The Contract Holder agrees that it is responsible for any and all Plan reporting and disclosure requirements imposed by ERISA and other applicable law, including updating the Summary of Benefits and Coverage (SBC) or Summary Plan Description (SPD) and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.

Section 7.0 Service Area Extension & Network Adequacy for Plan. This Section 7.0 only applies if Aetna is offering a Medicare Advantage PPO Plan to Members who reside in an Extended Service Area (as defined below).

To enable employers/unions to offer group Medicare Advantage ("MA") plans to all of their Medicare-eligible retirees/dependents wherever they reside, CMS has established a waiver of service area requirements ("Waiver") for organizations that are approved by CMS to offer MA plans ("MAOs"). Under this Waiver, MAOs offering a group MA plan in a given Service Area, can extend coverage to an employer/union sponsor's Medicare-eligible retirees/dependents residing outside of that Service Area, even if the MAO does not offer a provider network for the group MA plan ("Provider Network") that meets CMS network adequacy requirements in that Service Area ("Extended Service Area").

Aetna and Contract Holder agree that Aetna will use this Waiver to offer the Medicare Advantage PPO Plan to Members who reside in an Extended Service Area ("MA PPO Plan"). The Parties acknowledge that Aetna must meet certain CMS requirements to offer the MA PPO Plan in an Extended Service Area, and these requirements include, but are not limited to, the following:

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(1) at least 51% of retirees/dependents who are currently enrolled in Aetna MA HMO or PPO plans offered by Contract Holder must be enrolled in an Aetna MA HMO or PPO plan that offers a Provider Network that meets CMS network adequacy requirements, and

(2) all Members who reside in an Extended Service Area must receive the same Covered Benefits at the preferred in-network cost-sharing for all Covered Benefits.

The Parties agree to comply with all Mandates that apply to use of this Waiver. Further, Contract Holder acknowledges and agrees that:

(1) Members who reside in an Extended Service Area do not have access to a Provider Network that meets CMS network adequacy requirements, and

(2) health care providers and suppliers that are not contracted with Aetna to participate in the Provider Network are not required to accept the Plan and furnish Covered Benefits to Members who reside inside or outside of an Extended Service Area, except as required under Mandates. Failure to meet CMS requirements of this Waiver may result in termination of the MA PPO Plan in Extended Service Areas.

Section 8.0 **Retiree-Only Plan.** Contract Holder represents that actively working employees and their dependents are not permitted to enroll in the Plan(s) and that by offering the Plan(s) it intends to create and maintain a retiree plan that is separate from its active plan.

Section 9.0 **Public Records Acts.** The Parties acknowledge that Contract Holder is a public entity and subject to state laws governing disclosure of public records. Contract Holder agrees that the confidential and proprietary information of Aetna which is in writing and marked as confidential and proprietary, shall be afforded protection under applicable law. Prior to disclosing such confidential and proprietary information of Aetna, Contract Holder shall immediately notify Aetna of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide Aetna sufficient time to claim applicable exemptions and/or designate those portions of this information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Contract Holder further acknowledges that it will not release any information identified by Aetna as exempt from disclosure without first providing notice to Aetna of such intent and allowing Aetna to seek judicial relief to prevent such disclosure. Contract Holder agrees not to oppose any action of Aetna to obtain a declaratory judgment or other appropriate remedy. If a court thereafter determines that Contract Holder is legally required to disclose such proprietary information, Contract Holder shall disclose the minimum required pursuant to the court order.

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AETNA MEDICARE ADVANTAGE HMO AFFILIATE ADDENDUM

Aetna's Medicare Advantage HMO Plans are offered by the following licensed HMOs or their successors in the following states:

State of Member's Permanent Residence	Aetna Affiliate offering the Plan[1]
Arizona, Colorado, Delaware, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Missouri, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia & District of Columbia	Aetna Health Inc., a Pennsylvania corporation
California	Aetna Health of California Inc.
Arkansas, Kansas, Missouri, Illinois & Oklahoma	Coventry Healthcare of Missouri, Inc.
Connecticut	Aetna Health Inc., a Connecticut corporation
Florida & Iowa	Aetna Health Inc., a Florida corporation
Georgia	Aetna Health Inc., a Georgia corporation
Louisiana	Aetna Health Inc., a Louisiana corporation
Maine	Aetna Health Inc., a Maine corporation
New Jersey	Aetna Health Inc., a New Jersey corporation
New York	Aetna Health Inc., a New York corporation
Texas	Aetna Health Inc., a Texas corporation
Utah & Wyoming	Aetna Health of Utah Inc.
West Virginia	Coventry Health Care of West Virginia, Inc.

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the above table corresponding to each Member's state of permanent residence ("Affiliate"). To the extent that there are no Members permanently residing in a state or states listed in this Addendum, the corresponding Affiliate is not a party to this Group Agreement. Aetna may without Contract Holder's consent (but upon 30 days' prior written notice to Contract Holder) update this Addendum to change the list of Affiliates from time to time, consistent with CMS requirements. Aetna will provide an updated list of Affiliates to Contract Holder on reasonable request.

[1] The Affiliates that offer Medicare Advantage HMO plans to Members in the states of Illinois and Missouri vary. Aetna will provide a list of Affiliates offering Medicare Advantage HMO plans to Members in these two states to Contract Holder on reasonable request.

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

BEST AND FINAL OFFER COST PROPOSAL

RFQ/P #47-009 Medicare Advantage & Prescription Drugs Provider

Company Name: _____

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Please provide your best and final rates:

Medical Premium: _____

Prescription Drug Premium: _____

Total Premium: _____

	CRITERIA	Total Possible Points	RFQ/P 47-009 Medicare Advantage Prescription Drugs Provider		
			Aetna	Anthem	Humana
Demonstrated understanding of the services and needs required by the County and provided solutions on how to address the following:					
	Flexibility-including but not limited to customized packets, forms, benefit summaries, temp ID cards	**110**	105	97.33333333	95
	Technology integration-including but not limited to integration with current payroll/benefit system	**110**	106.6666667	100	93.33333333
	Ease Administrative Burden-including but not limited to enrollment process, eligibility verification, and billing	**110**	108.3333333	105	103.3333333
	Customer Service - hours, language options, dedicated contact?	**110**	103.3333333	101	92.33333333
	Open Enrollment Assistance-including but not limited to participation in open enrollment meetings and educational meetings throughout the year	**110**	103.3333333	98.33333333	94
Credentials, qualifications, experience, and financial stability of the insurance carrier, as well as the account manager and designated service team		**200**	191.6666667	181.6666667	151.6666667
Value Adds		**50**	43.33333333	45	65.33333333
Pricing		**200**	183.3	196.7	125.0
		TOTAL SCORE (out of 1000)**:**	**945.00**	**925.00**	**820.00**
		Rank:	**1**	**2**	**3**

Number of Companies Emailed: 4
Number of Hall County Companies Emailed: 0
Total Bids Received: 3
Total Hall County Bids Received: 0
"No Bids" Received: 0

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Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 26, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-009

Bid/Contract Name: Medicare Advantage Prescription Drugs Provider

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Aetna Life Insurance Company

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Estimated Spend: $559,560.02

☒ Price Increase Requested Increase Percentage: 12.5%

☐ Project/Service Contract FY 2027 Estimated Amount:

☒ Product Contract FY 2027 Estimated Amount: $639,498

Comment:

Approve the award of RFQ/P #47-009 Medicare Advantage Prescription Drugs Provider for Medicare retiree benefits to Aetna Life Insurance Company of Hartford, CT. The estimated annual cost is $639,497.16.

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 452/2026

SUBJECT: Approve the award of RFQ/P #47-010 On-site Pharmacy Services Provider to Riverside Pharmacy Inc. of Gainesville, GA. The estimated annual cost is $505,512.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #47-010 On-site Pharmacy Services Provider to Riverside Pharmacy Inc. of Gainesville, GA. The estimated annual cost is $505,512.00.

History:

Facts and Issues:

Options:

RFQ/P #47-010 received three (3) bids: On-Site Rx (current vendor), Riverside Pharmacy, A-S Medication Solutions (ASM), and a "No Bid" from Citizen Pharmacy.

On-Site Rx submitted a bid cost that proposes a flat fee of $613,140 per year, versus a per employee per month (PEPM) fee along with a 3% escalation cap; Riverside Pharmacy submitted a bid cost of $505,512 per year ($14.00 PEPM) and a 2.5% annual escalation; ASM submitted a bid cost of $527,527 per year with a 4-5% annual escalation.

The selected vendor for this RFQ/P is Riverside Pharmacy: Local pharmacy with an established location; bringing Riverside aboard will garner two (2) locations for the pharmacy; provides on-site deliveries and home deliveries; extended service hours; County will gain access to wholesaler pricing platforms.

Funding Requested	$ 505,512.00
Are funds within current budget?	Yes
Source of Funds	Group Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract
Cost Proposal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 452/2026

Funds Requested: $ 505,512.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Insurance Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	601-GROUP INSURANCE FUND	5171-HALL COUNTY PHARMACY	521000-PROFESSIONAL SERVICES	$252,756.00
2028	601-GROUP INSURANCE FUND	5171-HALL COUNTY PHARMACY	521000-PROFESSIONAL SERVICES	$252,756.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLM

Phone: 770-531-6712

	CRITERIA	Total Possible Points	RFQ/P 47-010 On-Site Pharmacy Services Provider			
			ASM	OSRx	Riverside Pharmacy	Citizens Pharmacy
Demonstrated understanding of the services and needs required by the County and provided solutions on how to address the following:						
	Staffing & pharmacy operations - including but not limited to Pharmacist in Charge, clinical/staff pharmacists and technicians, hours of operation, and dispensing procedures	**110**	100	98.33333333	103.3333333	No Bid
	Implementation & transition plan - including but not limited to start-up timeline, deliverables, licensure, inventory takeover, and roles/responsibilities	**110**	95	106.6666667	105	No Bid
	Technology & IT capabilities - including but not limited to automated dispensing/inventory systems, interface with PBM formulary and mail order, and eligibility integration	**110**	88.33333333	100	100	No Bid
	Reporting & program effectiveness - including but not limited to standard/ad hoc reporting, performance metrics, and documentation of savings and utilization	**110**	84.33333333	104	94	No Bid
	Privacy & compliance - including but not limited to HIPAA compliance, credentialing, audits, and inventory/financial record controls	**110**	96.66666667	96.66666667	105	No Bid
Credentials, qualifications, experience, and financial stability of the pharmacy provider, as well as references, client case studies, and the designated account management/service team		**200**	165	183.3333333	186.6666667	No Bid
Value Adds		**50**	31.66666667	38.33333333	48.33333333	No Bid
	Pricing - including start-up costs, ongoing fees, drug pricing basis (AWP/MAC/acquisition cost), dispensing/administration fees, rebates, and projected savings/ROI	**200**	165	186.6666667	193.3333333	No Bid
		TOTAL SCORE (out of 1000):	**826**	**914**	**935.6666667**	**No Bid**
		Rank:	**3**	**2**	**1**	

Number of Companies Eamiled: 19
Number of Hall County Companies Emailed: 14
Number of Bids Received: 4
Number of Hall County Bids Received: 3
"No Bids" Received: 1

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Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 15, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-010

Bid/Contract Name: On-Site Pharmacy Services Provider

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Riverside Pharmacy, Inc

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend:

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2027 Estimated Amount: $505,512.00

☐ Product Contract FY 2027 Estimated Amount:

Comment:

Approve the award of RFQ/P #47-010 On-Site Pharmacy Services Provider to Riverside Pharmacy, Inc of Gainesville, GA. The estimated annual cost is $505,512.00.

The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

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Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-010

For the provision of

On-Site Pharmacy Services Provider

ARTICLE #101 – INTRODUCTION

This Contract for the provision of on-site pharmacy services for Hall County employees, retirees, and their eligible dependents (hereinafter "Services") is made and as entered into as of _____(execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Riverside Pharmacy Inc. which is principally located at 935 Green St Gainesville, Ga 30501. (hereinafter "Vendor").

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

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

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

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Dr. LisaRae Jones
Director of Human Resources
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
lrjones@hallcounty.org
Ph: (770) 531-6712

COUNTY ISSUING OFFICER
Andrew Youngblood
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Riverside Pharmacy Inc.
Scottie Barton

Email Address(es): Bartons322@aol.com

Phone Number(s): 770 532-6253 cell 678 316-3489

Physical Address: 935 Green St.

City/State/ZIP: Gainesville Ga. 30501

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

The term will be for five (5) years, with one (1) initial year beginning on January 1, 2027, followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Vendor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Vendor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of the Contract. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."
B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
C. **Transition Cooperation with the County and Cooperation with Other Vendors.** Vendor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Vendor. Further, if the County has entered into or

enters into contracts with other Vendors related to the Services, Vendor agrees to cooperate fully with other such Vendors. Vendor shall not engage in any act that will interfere with the performance of work by any other Vendor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Vendor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Vendor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Vendor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY VENDOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – VENDOR AND COUNTY RIGHTS AND OBLIGATIONS

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

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

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

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance:

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

Additional Provisions:

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

General Liability Insurance:

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate

- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Umbrella Liability Insurance:
$1,000,000 per Occurrence

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

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

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

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

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

ARTICLE #119 – NO WAIVER

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

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO VENDOR

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

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

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

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

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS
Reserved.

ARTICLE #124 – RETAINAGE
Reserved.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Vendor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)
A. By signing this Contract, the Vendor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Vendor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Vendor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Vendor's response, the order of precedence shall be as follows:
1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS
The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Vendor's response, are herein incorporated into this Contract by reference.

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.

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

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

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

Print Vendor's Full Legal Name Below:

Riverside Pharmacy Inc

By: _____

Print Name: Scottie Barton

Title: CEO & CFO

Sworn to and subscribed before me this

29th Day of May, 2026.

Notary Public: _____

Julianna Whidby

Notary commission expires: 05/21/2028

[Locus Sigilli – Seal or Stamp]

JULIANNA WHIDBY
NOTARY PUBLIC
COMMISSION EXPIRES
MAY 21, 2028
LUMPKIN COUNTY, GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

EXHIBIT C – COST PROPOSAL WORKSHEET

RFQ/P #47-010 On-Site Pharmacy Services Provider

Company Name:

Riverside Pharmacy Inc.

Bidder's Name:

Scottie Barton

1. Provide a cost estimate for the start-up costs your firm would project for takeover of the near-site Pharmacy. Include all assumptions.

Riverside Pharmacy Inc. anticipates the following estimated startup costs associated with operational transition and implementation of the Hall County Employee Pharmacy program:

Item	Estimated Cost
Computer hardware and PioneerRx installation/setup	$6,000
Pharmacy-grade refrigerator and temperature monitoring system	$4,000
Controlled substance safe	$3,000
Additional pharmacy opening supplies and operational materials	$1,000

Estimated Startup Total:

Approximately $14,000 - Riverside Pharmacy will cover these startup costs.

Opening Inventory Estimate

Riverside Pharmacy Inc. estimates opening inventory requirements to be approximately:

$130,000

However, Riverside Pharmacy anticipates that a substantial portion of the required inventory may already exist within the current Hall County Employee Pharmacy operation.

A more detailed inventory assessment and finalized estimate would be completed upon contract award and evaluation of:

- Existing inventory on-hand
- Medication utilization trends
- Formulary alignment
- Inventory expiration status and usability

Assumptions

- Hall County Government will maintain ownership of all pharmacy inventory.
- Startup equipment and operational implementation expenses would be invoiced directly to Hall County Government for reimbursement.
- Existing pharmacy infrastructure and usable inventory may reduce overall startup costs.

2. Provide a cost structure for all ongoing costs once the near-site Pharmacy is established. Please include all related fees.

Proposed Operational Pricing Structure

Item	Estimated Monthly Cost
PEPM Operational Fee	$14.00 Per Employee Per Month
Office and operational expenses	Approximately $1,500 – $2,000/month

Included Operational Services

The PEPM pricing structure includes:

- Pharmacy staffing and supervision
- Pharmacy Software and Technology expenses
- Prescription dispensing operations
- PBM adjudication and coordination
- Inventory oversight and management
- Reporting and analytics support
- Medication adherence initiatives
- Formulary optimization efforts
- Generic conversion initiatives
- Patient counseling and support services

Annual Adjustment

A 2.5% annual adjustment is proposed to account for standard operational and cost-of-living increases.

Population Reevaluation

The PEPM structure may be reevaluated if the covered employee population increases or decreases by more than 15%.

3. Identify any potential additional costs not outlined above.

Potential additional costs may include:

- Significant facility modifications requested by Hall County Government
- Major expansion of operational scope or additional pharmacy locations
- Significant changes in employee population or prescription utilization
- Extraordinary technology or infrastructure requests outside standard operational scope

Any potential additional costs would be reviewed collaboratively and transparently with Hall County Government prior to implementation.

4. Outline your preferred method of billing for services (i.e. guaranteed PEPM, fixed rate, cost plus, or other).

Riverside Pharmacy Inc. proposes a:

Guaranteed Per Employee Per Month (PEPM) operational pricing structure.

Proposed PEPM:

$14.00 Per Employee Per Month

Billing Structure Includes:

- Monthly operational invoicing
- Transparent reimbursement for approved startup costs
- Direct Hall County ownership of inventory and medication purchasing

This pricing structure provides:

- Predictable budgeting
- Transparent operational costs
- Operational flexibility
- Long-term pricing stability

5. Provide your firm's pricing proposal in detail as it pertains to the price basis for the prescription drugs (i.e. AWP, MAC, acquisition cost). In this description, include on a per script basis any dispensing fees, administration fees (per prescription or per employee), and anticipated sharing of rebates.

Hall County Government will maintain direct ownership of pharmacy inventory and will directly fund medication purchasing.

Prescription Drug Pricing Basis

Prescription medications will be purchased based upon:

- Actual acquisition cost
- Applicable wholesaler pricing
- PBM MAC pricing structures when applicable

Riverside Pharmacy Inc. will actively work to:

- Optimize formulary utilization
- Increase generic utilization
- Reduce non-formulary prescribing
- Improve inventory efficiency
- Minimize waste and expiration-related losses

Riverside Pharmacy Inc. is committed to complete pricing transparency.

Appropriate Hall County Government representatives will be provided access to applicable wholesaler pricing platforms for verification of medication acquisition costs and pricing transparency when requested.

This approach ensures:

- Full acquisition cost visibility
- Transparent medication purchasing
- Elimination of hidden pricing structures
- Collaborative pharmacy cost management

Inventory Ownership & Drug Purchasing

Hall County Government will maintain ownership of all pharmacy inventory utilized within the Hall County Employee Pharmacy.

Riverside Pharmacy Inc. will manage inventory procurement, inventory optimization, purchasing oversight, and wholesaler relationships on behalf of Hall County Government.

Prescription medications will be purchased based upon actual acquisition cost through Riverside Pharmacy Inc.'s established wholesaler network.

Drug Invoice Reimbursement Process

Riverside Pharmacy Inc. will provide Hall County Government with detailed inventory and medication purchasing documentation.

Hall County Government will reimburse Riverside Pharmacy Inc. for medication acquisition costs on a recurring fifteen (15) day payment cycle.

This process provides:

- Full transparency into medication acquisition costs
- Elimination of hidden pricing structures
- Improved inventory accountability
- Predictable purchasing and reimbursement procedures
- Efficient inventory replenishment and cash flow management

Dispensing & Administrative Fees

No separate per-prescription dispensing fee is proposed outside of the PEPM operational structure outlined above.

No additional administration fee per prescription is proposed.

Operational Philosophy

Riverside Pharmacy Inc.’s proposed structure is intended to provide:

- Transparent medication purchasing
- Predictable operational costs
- Active pharmacy cost-management support
- Long-term financial efficiency for Hall County Government

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 570/2026

SUBJECT: Public hearing for consideration of a resolution for Hall County to enter into an agreement with the landowner of 3470 Mill Creek Road, Gainesville, GA to allow for the use and maintenance of an encroachment into the public right-of-way. Commission District 2.

Public Hearing to occur at the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Public hearing for consideration of a resolution for Hall County to enter into an agreement with the landowner of 3470 Mill Creek Road, Gainesville, GA to allow for the use and maintenance of an encroachment into the public right-of-way. Commission District 2.

History:

Facts and Issues:
Parking pad is being utilized due to parking limitations and County ordinance prohibiting street parking. Parking pad was constructed without permission or notice to Hall County resulting an encroachment on County owned right-of-way.

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
WS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Resolution
Exhibit "A" - Encroachment Agreement
Exhibit "B" - Map

STATE OF GEORGIA
COUNTY OF HALL

RESOLUTION FOR HALL COUNTY TO ENTER INTO AN AGREEMENT WITH THE OWNER OF 3470 MILL CREEK ROAD, GAINESVILLE, GEORGIA 30506 TO ALLOW FOR THE USE AND MAINTENANCE OF AN ENCROACHMENT

WHEREAS, Hall County, Georgia has the authority to enter into an agreement to grant a landowner permission to encroach on County property; and

WHEREAS, Blake Arbuckle, hereinafter referred to as "Owner", owner of 3470 Mill Creek Road, Gainesville, Georgia, 30506, desires to enter into an Encroachment Agreement a copy of which is attached hereto as "Exhibit A", with Hall County, Georgia hereinafter referred to as "the County"; and

WHEREAS, Owner has constructed a parking pad adjacent to his property to alleviate parking limitations and avoid violating County ordinances prohibiting street parking; however, the parking pad was constructed without permission or notice to the County and has resulted in Owner encroaching on County owned right-of-way. See "Exhibit B" for the location of the encroachment; and

WHEREAS, the County has retroactively evaluated issues that the encroachment may post for the Owner's property as well as surrounding property owners but has found no present reason for concern. The County is willing to allow Owner to use and maintain the encroachment as long as Owner agrees to and abides by the terms of the Encroachment Agreement "Exhibit A"; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hall County, Georgia, at its regular meeting duly assembled, that the Chairman of the Board of Commissioners of Hall County, Georgia, be and is hereby authorized and directed to execute the Encroachment Agreement attached hereto as "Exhibit A" subject to approval of the County Attorney and further that Owner is permitted to maintain the encroachment, as shown on "Exhibit B", a copy of which is to be recorded in the office of the Clerk of Superior Court, provided the terms of "Exhibit A" are abided by.

SO RESOLVED this the _____ day of September, 2026.

[SIGNATURES NEXT PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

ENCROACHMENT AGREEMENT EXHIBIT A

STATE OF GEORGIA

COUNTY OF HALL

Deed Reference: 8176 649

Present Owner: Blake Arbuckle

Address: 3470 Mill Creek Rd.
Gainesville GA 30506

WHEREAS, Blake Arbuckle, hereinafter referred to as "Owner", is the owner of property described on Exhibit A attached hereto, and recorded in the Office of the Clerk of Superior Court of Hall County, Georgia, in PB70 - 92.

WHEREAS, Hall County, Georgia, hereinafter referred to as "County", owns right of way abutting said property; and

WHEREAS, in an attempt alleviate parking limitations on his property and to avoid violating County Ordinances regarding street parking Owner, without authorization from County, constructed a parking pad, hereinafter referred to as the encroachment, which is currently encroaching on County's right of way as shown in Exhibit B; and

WHEREAS, Owner desires to continue to use and maintain the encroachment; and

WHEREAS, County has conducted an evaluation of any potential issues, specifically including but not limited to drainage, that the encroachment as constructed might pose for the Owner's property and for adjoining properties and does not have any current concerns; and

WHEREAS, the County is amenable to allowing Owner to use and maintain the encroachment despite it encroaching on the County's right of way provided the Owner accepts certain terms and conditions as outlined below.

NOW THEREFORE, for and in consideration of the sum of $10.00 (Ten and No/100 Dollars) in hand paid, the receipt and adequacy of which is acknowledged, Hall County does hereby grant and convey to Owner the right to maintain the encroachment despite it encroaching in the County's right of way provided that the Owner accepts, acknowledges and otherwise complies with the following terms and conditions:

1. The County hereby gives, on the conditions set forth herein, its permission to Owner to, use, operate and maintain said encroachment. Such permission is given on the express understanding and condition, and Owner hereby acknowledges, that said construction, use, operation, and maintenance of the encroachment is a permissive use which is revocable by the County in accordance with the terms and conditions set forth herein and below:

2. Owner shall construct, use, operate, and maintain said encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of said encroachment shall never become the basis of a prescriptive right, easement or title to any portion of the right of way or any interest in the right of way and shall never be or deemed to be a reduction, termination, or modification of any kind of the County's ownership of the right of way or any portion thereof or any interest or right therein. Owner further acknowledges that the construction, use, operation, and maintenance of the encroachment located on County's right of way shall be enjoyed as a permissive right only.

3. Owner agrees to remove, at Owner's sole expense, said encroachment in the event that the County reasonably and in good faither determines that in the County's sole discretion it's

removal is necessary for a legitimate public purpose including but not limited to road improvements, construction or maintenance or public safety.

4. In the event Owner fails to remove said encroachment from the right of way if requested to do so by County in accordance with the foregoing paragraph, Owner hereby gives the County permission to enter upon Owner's property and effect such removal without the County incurring any liability whatsoever to Owner; and in such event, Owner shall be liable to County for any and all reasonable costs incurred by the County in connection with the removal and restoration and shall reimburse the County for such costs upon demand of County. Owner further agrees that the County shall not be liable for any damage that may occur to the encroachment as a result of any general road maintenance conducted by the County either in the right of way or to the road abutting the encroachment.

5. Owner shall not do or permit to be done any of the following acts on said right of way or any portion thereof: (a) expand or add to said encroachment or (b) construct or erect any other encroachments or other structures on said right of way.

6. Owner hereby indemnifies the County and agrees to hold County harmless from all liability, loss, cost, damage, and expenses (including, but not being limited to, attorney's fees, court costs, and expenses or litigation) arising out of or in any manner connected with the installation, use, operation, maintenance or removal of any portion of said encroachment located upon the right of way. Without limiting the generality of the foregoing indemnification provisions, Owner further agrees that if any third party asserts a claim or files an action against

County in connection with any event or circumstance relating to the relocation of any portion of said encroachment, the County may defend itself against such claim or action; and in such event, Owner shall reimburse the County for any sums paid to any third party in damages, judgements, or settlement of such claim or action and for any reasonable cost and expenses (including, but not being limited to, attorney's fees, court costs, and expenses of litigation) incurred by the County in defending itself against such claim or action.

7. This agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title. The covenants and conditions contained herein shall run with the land, and this agreement shall be recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia.

8. Enforcement of the covenants and conditions contained herein shall be by any proceeding at law or in equity. The remedies given to the County herein are distinct, cumulative remedies; and the exercise of any one remedy shall not bar the County from exercising any or all of its other remedies hereunder or under the aforesaid right of way or any other right or remedy which the County has either at law or in equity.

9. This agreement and the Exhibits attached hereto constitute the full and complete agreement between the County and Owner with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible

to take from, add to, or alter the terms of this agreement. There is no consideration for this agreement other than the consideration herein expressed.

10. This agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or where the context so requires, caused same to be executed by its proper officers and its corporate seal affixed, on the date set opposite the execution of each.

[SIGNATURES ON FOLLOWING PAGE]

Signed and sealed in our presence this 20 day of 2026, March

Witness

OWNER

Notary Public

My Commission Expires

OWNER

PATRICIA A MILLARD
NOTARY PUBLIC
GEORGIA
JULY 4, 2028
PUBLIC
BANKS COUNTY

Signed and sealed in our presence this 20th day of March, 2026

Witness

HALL COUNTY, GEORGIA

BY: _____

DAVID GIBBS,

CHAIRMAN, BOARD OF COMMISSIONERS
OF HALL COUNTY GEORGIA

Notary Public

ATTEST:

CLERK, BOARD OF COMMISSIONERS

My Commission Expires

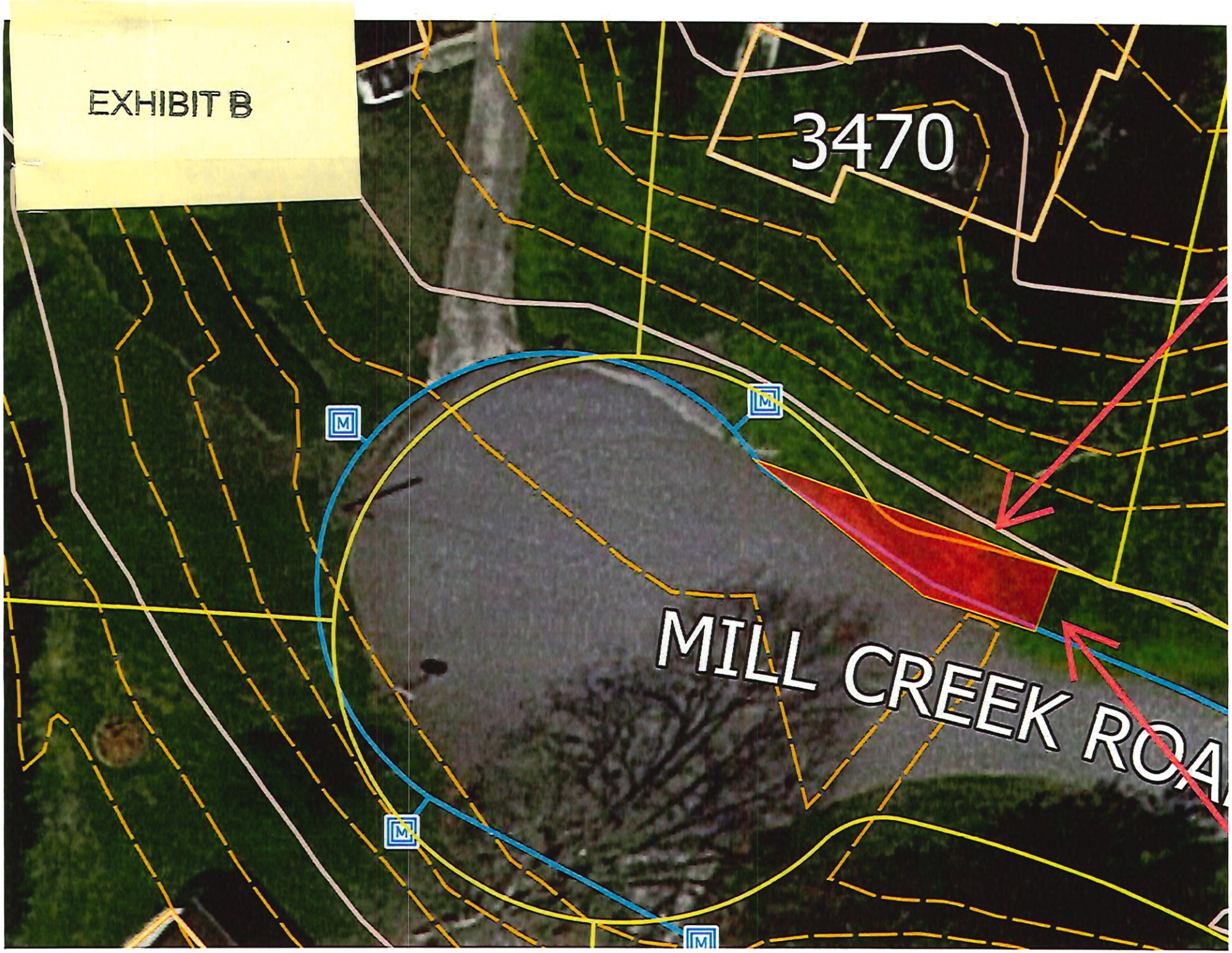
EXHIBIT B
3470
MILL CREEK ROA

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 512/2026

SUBJECT: Approve the purchase of one (1) 2026 Ford F-550 Super Duty and two (2) 2026 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $187,551.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the purchase of one (1) 2026 Ford F-550 Super Duty and two (2) 2026 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $187,551.00.

History:

Allan Vigil Ford Lincoln Inc are suppliers for the state contract for vehicles. They are in good standing within the County.

Facts and Issues:
The current Ford F-350 at the Sewer Division is a 2013 with 105,000 miles. It is inadequate for hauling an excavator or skid steer loader on the trailer.

Allan Vigil Ford is on statewide contract #SWC#99999-SPD-SPD0000218-0002. However, the Akins' quoted price for this vehicle is less than statewide contract pricing. The cost of the 2026 Ford F-550 pickup is $92,675.00.

Allan Vigil Ford is on statewide contract #SWC#99999-SPD-SPD0000218-0005. However, the Akins' quoted price for these vehicles is less than statewide contract pricing. The cost of the (2) 2026 Ford F-150 pickups are $94,876.00.

Options:

Funding Requested	$ 187,551.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund and Water and Sewer Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Purchasing	Budget
WS	JG	AY	DA
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Quote - Akins Ford (F-150s)
Quote - Akins Ford
Quote - Capital Automotive Group
State Contract w/Bed Quote Explanation

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 512/2026

Funds Requested: $ 187,551.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund and Water and Sewer Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	542200-MOTOR VEHICLES	$92,675.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	542200-MOTOR VEHICLES	$94,876.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: 770-531-6800

Akins Ford Chrysler Dodge Jeep Ram
220 W May St. | P.O. Box 280
Winder, GA 30680
(770) 867-9137
www.akinsonline.com

Deal Number: **4074197** Stock No.: **TFB65888**

Date: **08/14/2026** Salesperson: **WILCHER,BRANDON**

GUEST INFORMATION

Name: HALL COUNTY BOARD OF COMMISSIONERS

Address: 1670 BARBER ROAD GAINESVILLE, GA 30507

Home Phone No.

Work Phone No.: (770) 531-6800

Cell Telephone No.: (770) 531-7082

Email: Mdjohnson@Hallcounty.Org

Drivers Lic. No (Buyer)

Drivers Lic. No (Co-Buyer)

VEHICLE DESCRIPTION

New/Used	Year/Make/Model/Description			
NEW	2026	FORD	F150	STX

VIN#: 1FTEW2LP3TFB65888

Color: OXFORD WHITE

Miles: 20

TRADE VEHICLE(S)

TR1 Stock No. Year/Make/Model/Description — Color/Miles — Trade Allowance/Payoff Amt

TR2: Stock No.. Year/Make/Model/Description — Color/Miles — Trade Allowance/Payoff Amt

Disclosure Summary	
MSRP:	57,438.00
Discount:	-10,000.00
Accessories:	0.00
Adj. Sale Price:	47,438.00
Trade Value:	0.00
Trade Difference:	47,438.00
Tax:	0.00
Doc Fee:	0.00
Trade Balance:	0.00
Tag Fee Est:	0.00
Net Sales Price:	47,438.00
Down Payment:	0.00
Service Cont/Maint:	0.00
GAP:	0.00
Balance Remaining:	47,438.00

Guest Approval

Management Approval **With Lender Approval

Akins Ford Chrysler Dodge Jeep Ram
220 W May St. | P.O. Box 280
Winder, GA 30680
(770) 867-9137
www.akinsonline.com

Deal Number: **4074194** Stock No.: **TKE64411**

Date: **08/14/2026** Salesperson: **WILCHER,BRANDON**

GUEST INFORMATION

Name: HALL COUNTY BOARD OF COMMISSIONERS

Address: 1670 BARBER ROAD GAINESVILLE, GA 30507

Home Phone No.

Work Phone No.: (770) 531-6800

Cell Telephone No.: (770) 531-7082

Email: Mdjohnson@Hallcounty.Org

Drivers Lic. No (Buyer)

Drivers Lic. No (Co-Buyer)

VEHICLE DESCRIPTION

New/Used	Year/Make/Model/Description			
NEW	2026	FORD	F150	STX

VIN#: 1FTEW2LP2TKE64411

Color: OXFORD WHITE

Miles: 19

TRADE VEHICLE(S)

TR1 Stock No. Year/Make/Model/Description — Color/Miles — Trade Allowance/Payoff Amt

TR2: Stock No.. Year/Make/Model/Description — Color/Miles — Trade Allowance/Payoff Amt

Disclosure Summary	
MSRP:	57,438.00
Discount:	-10,000.00
Accessories:	0.00
Adj. Sale Price:	47,438.00
Trade Value:	0.00
Trade Difference:	47,438.00
Tax:	0.00
Doc Fee:	0.00
Trade Balance:	0.00
Tag Fee Est:	0.00
Net Sales Price:	47,438.00
Down Payment:	0.00
Service Cont/Maint:	0.00
GAP:	0.00
Balance Remaining:	47,438.00

Guest Approval

Management Approval **With Lender Approval

ford.com

VEHICLE DESCRIPTION

F-150

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

TF **B65888**

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK STX CLOTH 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 5G MODEM
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 200A	1,705.00
•STX SERIES	
•LED FOG LAMPS	
OPTIONAL EQUIPMENT/OTHER	
275/60R20 BSW ALL-TERRAIN	470.00
3.55 ELECTRONIC LOCK RR AXLE	NO CHARGE
6650# GVWR PACKAGE	NO CHARGE
FRONT LICENSE PLATE BRACKET	
50 STATE EMISSIONS	
FLOW THRU CONSOLE VINYL LID	
20" DARK GRAY ALUMINIUM WHLS	275.00
EXTENDED RANGE 36GAL FUEL TANK	
INTEGRATED TRAILER BRAKE CONT	
CONN PKG: 1 YR INCL W/FORD APP	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,070.00
TOTAL OPTIONS/OTHER	2,450.00
TOTAL VEHICLE & OPTIONS/OTHER	53,520.00
DESTINATION & DELIVERY	2,795.00
TOTAL BEFORE DISCOUNTS	**56,315.00**
STX MID DISCOUNT	**- 3,000.00**
STX 2.7L DISCOUNT	**- 1,000.00**
TOTAL SAVINGS	**- 4,000.00**

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM #: 21-6331 O/T 2

TOTAL MSRP $52,315.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TF221 N RB 2X 645 002527 06 22 26

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG
combined city/hwy

18 city
23 highway

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

5.0 gallons per 100 miles

You **spend $4,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost $2,500**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 5 (1 – 10, Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★ Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★ Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEW2LP3TFB65888

49 YEARS BUILT Ford TOUGH F-SERIES® AMERICA'S BEST SELLING TRUCKS

Download the Ford app
Connect your Ford with your phone*

Available Remote Features
- Remote Start, Lock and Unlock
- GPS Location
- Vehicle Health Monitoring

THE FORD APP, FORMERLY KNOWN AS FORDPASS® APP, IS COMPATIBLE WITH SELECT SMARTPHONE PLATFORMS, IS AVAILABLE VIA A DOWNLOAD. MESSAGE AND DATA RATES MAY APPLY. TERMS AND CONDITIONS APPLY. VISIT FORD.COM FOR OUR PRIVACY NOTICE.
**Based on 1977-2025 CY total sales.
*Disclaimer: Remote features may vary by model. An activated vehicle modem, and the Ford app are required for remote features. Evolving technologies/cellular networks/vehicle capability may limit or prevent functionality. The modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options. Terms and conditions apply. Visit ford.com for our privacy notice.

Ford Protect®
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Ford Credit
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ford.com

VEHICLE DESCRIPTION

F-150

TK **E64411**

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK STX CLOTH 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 5G MODEM
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 200A	1,705.00
•STX SERIES	
•LED FOG LAMPS	
OPTIONAL EQUIPMENT/OTHER	
275/60R20 BSW ALL-TERRAIN	470.00
3.55 ELECTRONIC LOCK RR AXLE	NO CHARGE
6650# GVWR PACKAGE	NO CHARGE
FRONT LICENSE PLATE BRACKET	
50 STATE EMISSIONS	
FLOW THRU CONSOLE VINYL LID	
20" DARK GRAY ALUMINIUM WHLS	275.00
EXTENDED RANGE 36GAL FUEL TANK	
INTEGRATED TRAILER BRAKE CONT	
CONN PKG: 1 YR INCL W/FORD APP	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,070.00
TOTAL OPTIONS/OTHER	2,450.00
TOTAL VEHICLE & OPTIONS/OTHER	53,520.00
DESTINATION & DELIVERY	2,795.00
TOTAL BEFORE DISCOUNTS	**56,315.00**
STX MID DISCOUNT	**- 3,000.00**
STX 2.7L DISCOUNT	**- 1,000.00**
TOTAL SAVINGS	**- 4,000.00**

RAMP ONE: CH7Z
RAMP TWO:
CONVOY
ITEM #: 21-6545 O/T 2

TOTAL MSRP $52,315.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TF161 N RB 2X 645 006327 06 16 26

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG
combined city/hwy

18 city
23 highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

You **spend $4,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 5 (1 – 10, Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★ Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★ Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEW2LP2TKE64411

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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Ford Credit
Get Prequalified now at www.ford.com/finance

Akins Ford Chrysler Dodge Jeep Ram
220 W May St. | P.O. Box 280
Winder, GA 30680
(770) 867-9137
www.akinsonline.com

Deal Number: **4075467** Stock No.: **TEE69995**

Date: **09/01/2026** Salesperson: **WILCHER,BRANDON**

GUEST INFORMATION

Name: HALL COUNTY BOARD OF COMMISSIONERS

Address: 2875 BROWNS BRIDGE RD GAINESVILLE, GA 30504

Home Phone No. | Work Phone No. (770) 531-6800 | Cell Telephone No. (770) 531-7082

Email: Mdjohnson@Hallcounty.Org | Drivers Lic. No (Buyer) | Drivers Lic. No (Co-Buyer)

VEHICLE DESCRIPTION

New/Used	Year/Make/Model/Description			
NEW	2026	FORD	F550	XL

VIN# 1FDSW5HT7TEE69995 | Color OXFORD WHITE | Miles 198

TRADE VEHICLE(S)

TR1 Stock No. Year/Make/Model/Description | Color/Miles | Trade Allowance/Payoff Amt

TR2: Stock No.. Year/Make/Model/Description | Color/Miles | Trade Allowance/Payoff Amt

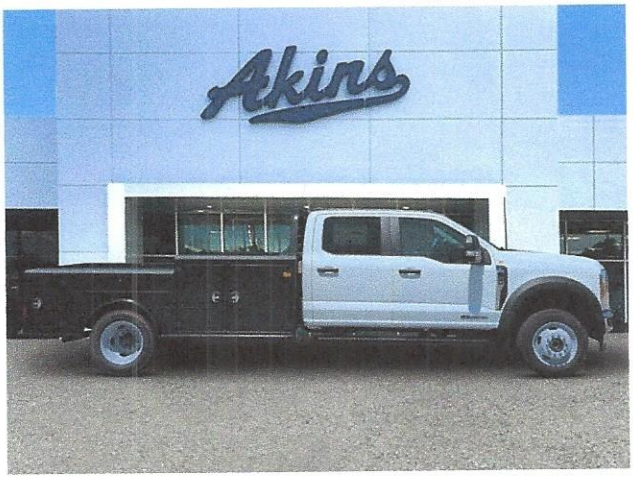
Disclosure Summary	
MSRP:	98,675.00
Discount:	-6,000.00
Accessories:	0.00
Adj. Sale Price:	92,675.00
Trade Value:	0.00
Trade Difference:	92,675.00
Tax:	0.00
Doc Fee:	0.00
Trade Balance:	0.00
Tag Fee Est:	0.00
Net Sales Price:	92,675.00
Down Payment:	0.00
Service Cont/Maint:	0.00
GAP:	0.00
Balance Remaining:	92,675.00

Guest Approval

Management Approval **With Lender Approval

220 West May Street, Winder, GA 30680

2026 Ford F-550 Crew Cab DRW 4WD Flatbed Truck Stock #TEE69995



Pricing Details

List Price	**$98,675**
Doc Fee	+ $799
Electronic Filing Fee	+ $84
Price	***$99,558***

Chassis Details

Stock Number	TEE69995
Stock Type	New
Year	2026
Make	Ford
Model	F-550
Drivetrain	4WD
Wheelbase	203
Cab Type	Crew
Vehicle Trim	XL

Interior Color	Medium Dark Slate
Seating Capacity	6
Exterior Color Description	Oxford White
Engine Cylinder Count	8
Engine	Intercooled Turbo Diesel V-8 6.7 L/406
Transmission Type	Automatic
Rear Wheels	Dual
Fuel Type	Diesel
Engine Make	Ford
Engine Size (L)	6.7

Body Details

Body Type	Flatbed Truck

Vehicle Options

PREF	Tires - Rear All-Season
572	Tow Hooks
99T	Heated Mirrors
44G	Power Mirror(s)
TGJ	Integrated Turn Signal Mirrors
X4L	Intermittent Wipers
18B	Variable Speed Intermittent Wipers
41H	Daytime Running Lights
41P	Automatic Headlights
425	AM/FM Stereo
43C	MP3 Capability
52B	MP3 Capability
52S	Steering Wheel Audio Controls
535	Bluetooth Connection
59H	Telematics
61J	Auxiliary Audio Input
61L	Smart Device Integration
65Z	Requires Subscription
67A	Bluetooth Connection
68H	Pass-Through Rear Seat
86M	Rear Bench Seat
872	Adjustable Steering Wheel
96V	Trip Computer
GAS	Power Windows
--C	Keyless Entry
REAR VIEW CAMERA & PREP KIT -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member Upfitters kit includes camera w/mounting bracket 20' jumper wire and camera mounting/aiming instructions	Power Door Locks
350 AMP DUAL ALTERNATORS -inc: 190 Amp + 160 Amp	Cruise Control
GVWR: 19 550 LB PAYLOAD PLUS UPGRADE PACKAGE 2 -inc: upgraded frame upgraded rear-axle and low deflection/high capacity rear springs Increases max RGAWR to 14 706 lbs Note: See	A/C
	Vinyl Seats
	Split Bench Seat
	Driver Adjustable Lumbar
	Passenger Vanity Mirror

Order Guide Supplemental Reference for further details on GVWR

HIGH CAPACITY TRAILER TOW PACKAGE -inc: trailer brake wiring kit Increases GCW from 32 500 lbs to 40 000 lbs Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment axle ratios and model availability See Supplemental Reference for vehicle height consideration

ENGINE BLOCK HEATER

XL CHROME PACKAGE -inc: Privacy Glass w/Power Sliding Rear Glass Halogen Fog Lamps Bright Grille Remote Start Chrome Front Bumper Rear Window Defroster

FRONT WHEEL WELL LINER (PRE-INSTALLED)

TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC -inc: SelectShift selectable drive modes: normal tow/haul eco slippery roads and off-road and transmission power take-off provision (STD)

PRO POWER ONBOARD - 400W OUTLET -inc: 1 in-dash mounted outlet

ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20 -inc: Operator Commanded Regeneration (OCR) Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking 4.10 Axle Ratio 250 Amp Alternator Dual 68 AH/65 AGM Battery

PLATFORM RUNNING BOARDS

6-TON HYDRAULIC JACK

LIMITED SLIP W/4.30 AXLE RATIO

TRAILER BRAKE CONTROLLER

DUAL 68 AH/65 AGM BATTERY

TRANSFER CASE SKID PLATES

TIRES: 225/70RX19.5G BSW A/P (STD)

CENTER HIGH-MOUNTED STOP LAMP (CHMSL)

ORDER CODE 660A

INTERIOR WORK SURFACE

Four Wheel Drive

Power Steering

Dual Rear Wheels

ABS

Smart Device Integration

Requires Subscription

Smart Device Integration

WiFi Hotspot

Power Windows

Power Door Locks

Trip Computer

Security System

Immobilizer

Traction Control

Front Side Air Bag

Telematics

Requires Subscription

Lane Departure Warning

Front Collision Mitigation

Tire Pressure Monitor

Front Head Air Bag

Rear Head Air Bag

Driver Air Bag

Passenger Air Bag

Child Safety Locks

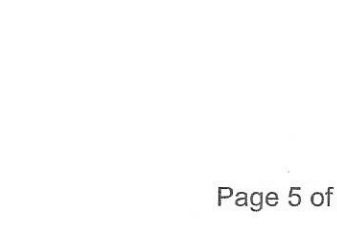
4-Wheel Disc Brakes

Brake Assist

Steel Wheels

Tires - Front All-Season

Photos



Capital Ford of Charlotte
5411 N Tyron Street
Charlotte, NC 28213
Phone (704) 598-2599
https://capitalfordcharlotte.com/

CAPITAL AUTOMOTIVE GROUP

Name
Contact
Address
City/St
Phone
Email
FAN #

Vehicle Worksheet

CUSTOMER **HALL COUNTY FLEET** Date 09/01/2026

SS#/FEIN _____ Sales Consultant **BARRY** **30073**

Address _____ **30503**
Street City State Zip County

YEAR **2026** Make **FORD** Body Style **F-550** Color **WHITE** Mileage 26

New X Used Demo Fleet# **QC832** VIN# **1FDSW5HT0TEF17188** STK NUMBER **DT26F57188**

Ad Source (Check) O TV O Newspaper O radio O referral
O Phone O Billboard O Walk-in

Trade-In Vehicle Title Status & Payoff Information

Year _____ Make _____
Body
VIN _____
Mileage _____ Tag No.

Check only one box Was this vehicle leased? yes O no O

O Customer has the title and will furnish it to Capital Ford of Charlotte within 24 hours.
O The title is lost. Customer agrees to immediately process all paperwork necessary to secure duplicate title and will furnish copies of all paperwork to Capital Ford within 48 hours.
O The vehicle is subject to the following liens:

Lien Payoff

Owed to ___ FORD
Street Address _____ Good thru _____
City,State,Zip _____ Date quoted _____
Phone # _____ Account # _____
Person quoting payoff _____ Verified by _____

Payoff and Title Guarantee

The customer quarantees the above lien payoff amounts. If the actual payoff is more than the guarantee amounts, the customer agrees to pay the difference to Capital Ford of Charlotte upon demand. If the actual payoff is less, the difference will be refunded to the customer upon receipt of the title from the lienholder. The customer also warrants that the vehicle is the customer's property and guarantees the title to be free and clear of any other liens or encumbrances. For the customer's convenience, the following credit card will be charged for any payoff differences owed by the customer.

Type _____ Card # _____ Exp.Date _____
Additional info _____

Finance Mgr. _____ Cust.Signature _____

Selling Price F-550	$93,958.00
DELIVERY	$795.00
Body Type: CREW	
Upfit: KNAPHEIDE PGTD	
Additional Upfit:	
Sale Price	$94,753.00
Doc Fee	$99.00
Sub Total	$94,852.00
Sales Tax	
Registration Fee	
Title Fee	
Tag Fee	
NCDOT Electronic Filing Fee	
1. Total Cash Price Delivered	$94,852.00
2. Down Payment	
REBATE	
3. Trade Allowance	
Less Payoff (upon verification of payoff)	
buyer agrees to pay any amount exceeding this)	
4. Total Down Payment (2 + 3)	$0.00
5. Unpaid Balance of Cash Price (1 - 4)	$94,852.00
6. Credit Insurance	
7. Unpaid Balance - Amount Financed (5 + 6)	
8. Finance Charges	
9. Total of Payments (7 + 8)	
10.Deferred Payment Price (1 + 6 + 8)	
11. Annual Percentage Rate - Mo, %	

Insurance Co. _____
Agent _____ Policy # _____
Address _____ City _____
State _____ Zip _____ Date _____
Spoke with _____ Phone _____
Lien holder _____ Address _____
State _____ Zip _____

Seating for 10 or more people

If the purchased vehicle has seating for 10 or more, we do not intend to utilize this vehicle for transporting students. Initial _____/_____
Dealer Dec charge a documentary fee in the amount set forth on this purchase / lease agreement. Dealer Dec receive a fee, commission, or other compensation for providing, procuring, or arranging financing for the retail lease or purchase of a motor vehicle, for which the customer Dec be responsible.

*** The administrative fee represents a reimbursement of our costs in preparing the documents related to the sales of this vehicle.**

I have received a copy of the "Financial Privacy Notice" and the sales representative has explained the above sale/trade figures to me and I am ready to finalize this transaction.

Accepted For Capital Ford of Charlotte

By _____ Purchaser _____

Date _____ Co-Purchaser _____

New 2026 Ford F-550 Crew Cab Flatbed Truck

Charlotte, NC

Call for price

Vehicle available NOW in Charlotte, NC.

Key Features

Body Type **Flatbed Truck**	Mileage **1 mi**	Fuel Type **Diesel**
Drivetrain **4WD**	Cab Type **Crew Cab**	

Vehicle Details

Overview

Stock Number	DT26F57188
Stock Type	New
Year	2026
Make	Ford
Model	F-550
Model Code	W5H
Cab Type	Crew
Vehicle Trim	XL
VIN	1FDSW5HT0TEF17188
Door Configuration	4
Seller	Capital Ford Charlotte

Upfit

Body Type	Flatbed Truck

Drivetrain

Axles

Rear Wheels	Dual
Drivetrain	4WD

Transmission

Transmission Type	Automatic

Engine

Engine Cylinder Count	8
Engine Make	Ford
Engine Size (L)	6.7
Fuel Type	Diesel

Seating

Seat Dimensions

Seating Capacity	6

Colors

Exterior Color	White
Interior Color	Medium Dark Slate

Vehicle Options

- Ford Connectivity Package (1-Year Included)
- GVWR: 19,550 Lb Payload Plus Upgrade Package 2
- High Capacity Trailer Tow Package
- Internet access capable: 5G Modem - Ford Connectivity Package
- Order Code 660A
- XL Chrome Package
- 6 Speakers
- Radio: AM/FM Stereo with MP3 Player
- SYNC 4 with 8" Center Display
- Air Conditioning
- Rear Window Defroster
- Power Steering
- Power Windows
- Remote Keyless Entry
- Remote Start

- Steering Wheel Mounted Audio Controls
- Traction control
- 4-Wheel Disc Brakes
- ABS Brakes
- Chrome Front Bumper
- Dual Front Impact Airbags
- Dual Front Side impact Airbags
- Emergency communication system: SYNC 4 911 Assist
- Front anti-roll bar
- Low Tire Pressure Warning
- Overhead Airbag
- Rear anti-roll bar
- Brake Assist
- Delay-off headlights
- Fully automatic headlights
- Halogen Fog Lamps
- Panic Alarm
- Security System
- Speed Control
- Dual rear wheels
- 190 Amp Alternator
- Dual 68 AH/65 AGM Battery
- Engine Block Heater
- 6-Ton Hydraulic Jack
- Bright Grille
- Center High-Mounted Stop Lamp (CHMSL)
- Heated Door Mirrors
- Platform Running Boards
- Power Door Mirrors
- Turn signal indicator mirrors
- Compass
- Front Reading Lights
- Illuminated Entry

- Outside Temperature Display
- Overhead Console
- Passenger Vanity Mirror
- Rear Reading Lights
- Rear View Camera and Prep Kit
- Tachometer
- Telescoping Steering Wheel
- Tilt Steering Wheel
- Trip Computer
- Split folding rear seat
- Front Center Armrest w/Storage
- Trailer Brake Controller
- Wheels: 19.5" x 6" Argent Painted Steel
- Privacy Glass with Power Sliding Rear Glass
- Variably intermittent wipers
- Limited Slip with 4.30 Axle Ratio
- **RUNNING BOARDS**
- **SYNC4**
- INTEGRATED TRLR BRAKE CONTROLLER**
- **BACKUP CAMERA**
- **REMOTE START SYSTEM**
- **POWER SLIDING REAR WINDOW**

Seller Information

Payment Calculator

Disclaimer:

*** Vehicle information is provided by the seller or its agent; Comvoy.com is not responsible for the accuracy of said information. Please verify before purchasing.

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2027 FORD SUPER DUTY CHASSIS CABS **Base Price** **$63,876.00**
F-550 REGULAR CAB DRW 145in WHEEL BASE

SWC #99999-SPD-ES40199373-002

Options	Price		Code
6.7L DEISEL	**10,995.00**	**10995**	**99T**
4X4	**$5,225.00**	**5225**	
169" wheel base	**1,505.00**		
193" wheel base	**2,010.00**		
205" wheel base	**2,515.00**		
179" wheel base	**1,695.00**	**1695**	
SUPER CREW	**6,225.00**	**6225**	**W5G**
BSW TRACTION TIRES	**675.00**		**TGT**
SPARE TIRE/JACK	**445.00**		**512**
RUNNING BOARDS	**$625.00**	**625**	**18B**
LOW DEFLECTION PKG	**200.00**	**200**	**86S**
ENG. BLOCK HTR	**$95.00**	**95**	**41H**
REAR CAMERA PREP KIT	**$750.00**	**750**	**872**
BACK UP CHIME	**$275.00**		**76C**
INTERIOR WORK SURFACE	**325.00**		**52S**
360d LED WARNING STROBES	**750.00**		**91S**
DUAL BATTERIES 78amp	**$625.00**	**625**	**86M**
DUAL EXT. HEAVY DUTY ALTERNATOR	**$345.00**		**67B**
110V/400W OUTLET	**$275.00**		**43C**

Equipment included in Base price

7.3L V-8 Gasoline Engine
10 speed Automatic Transmission

Bumper Black painted
40 Gal Fuel Tank
Splash Guards/Mud Flaps-front only
(F-450/550 and 600 Only)
Tow Hooks (Front)
Trailer Wiring (7 pin)
Wheels
F-350SRW 18"
F-350DRW 17"
F-450/550/600 19.5"
8" LCD Productivity screen
12V Powerpoint
Vinyl Floor Covering
Vinyl Seating
Power Doors,windows and locks
Upfitter Switches
Sync 4
AM/FM Radio (4 Speakers)
Trailer Brake Controller
LED Roof Marker Lights

Colors Available

	Exterior	Interior Dark Slate
UM	Agate Black	X
PQ	Race Red	X
JS	Iconic Silver	X
Z1	Oxford White	X
M7	Carbonized Gray	X
HX	Antimater Blue	X

Added optional equipment	$26,435.00
Steel Tradesman Body w/ Gooseneck	13,982.00
Delivery	125
Total	$ 104,418.00

FOB Allan Vigil Ford
Delivery: see Region Chart for pricing

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Contact person Tim Bollinger
Department Hall County Public Works- Sewer
Phone Number 470-691-4140
tbollinger@hallcounty.org
Fax number

5/23/2023

KNOLLWOOD - WARNER ROBINS
2074 WATSON BLVD
WARNER ROBINS, GA 31093
(478) 302-5054

QUOTE #3368

Date: 08/31/2026
Status: Created

BILL TO
Allan Vigil Ford Lincoln, Inc.
6790 Mt. Zion Boulevard
Morrow, GA 30260 US
Phone: (678) 364-3982

SHIP TO
Allan Vigil Ford Lincoln, Inc.
6790 Mt. Zion Boulevard
Morrow, GA 30260 US
Phone: (678) 364-3982

TERMS	REP	STORE
PIA	**Connor Pittman**	**Knollwood - Warner Robins**

SKU	PRODUCT NAME / DESCRIPTION	QTY	UNIT PRICE	YOUR PRICE	LINE ITEM TOTAL
8M	Bedrock (8M) Cab and Chassis *Note: Bedrock 8M-9, 9'4" Marble Series, tradesman style gooseneck flatbed, with gooseneck ball welded into hideaway box, 2.5" rear hitch receiver, tailgate, work lights, flip top boxes on sides.*	1	$0.00	$0.00	$0.00
645	Installation	1	$0.00	$0.00	$0.00

Subtotal:	$0.00
Shipping:	$0.00
Tax:	$0.00
Total:	**$0.00**

CUSTOMER NOTES
Kevin Smith-Allan Vigil Ford

Thank You For Your Business!

$ 13,982 CD

As listed on Allan Vigil order other vendor added equipment

Powered by MFK

BEDROCK

Southern Off-Road Specialists
301 Atlanta Rd
Cumming, GA 30040-2611 USA
sales@southernoffroad.net
www.southernoffroad.net

Estimate

ADDRESS
Hall Co. Fleet Maintenance

ESTIMATE # 1150
DATE 08/31/2026

VEHICLE
F550

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Misc Hardware	BedRock Marble 8M-9	1	12,750.00	12,750.00T
	Misc Hardware	Bed Mounting kit	1	159.99	159.99T
	DAYCO 80303	Filler Neck Tube - 1 Stick	1	64.95	64.95T
	Labor	prep and install bed	8	150.00	1,200.00
	Shop Fee	Shop fee/shop supplies	1	75.00	75.00T

SUBTOTAL	14,249.94
TAX	0.00
TOTAL	**$14,249.94**

Accepted By

Accepted Date

2nd quote for F-550 Bed

MOTORS IN MOTION, INC.
PO BOX 271
CLERMONT, GA 30527

Voice: 678-450-0006
Fax: 678-450-0007

QUOTATION

Quote Number: 6266
Quote Date: Aug 28, 2026
Page: 1

Quoted To:
HALL COUNTY BOARD OF COMMISSIONERS PO BOX 1435 GAINESVILLE, GA 30503

Customer ID	Good Thru	Payment Terms	Sales Rep
HALL COUNTY BOARD OF	9/27/26	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00		2027 F-550 CAB CHASSIE (60CA) CMTB- TM DELUX- 9'4/94/60/34 INSTALLTION OF BED NO TAKE OFF INSTALL BACK UP CAMERA IF ALREADY FACTORY INSTALL IN CAB NOTE: BED CURRENTLY IN STOCK, IF YOUR TRUCK MODEL CHANGES WE WILL NEED TO REQUOTE.	13,000.00	13,000.00 1,100.00 300.00

3rd quote for Bed
Same bed different manufactor

Subtotal	14,400.00
Sales Tax	
Freight	
TOTAL	**14,400.00**

TM Deluxe:

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 579/2026

SUBJECT: Approve the annual renewal of the agreement between North Georgia Works!, Inc. and Hall County regarding temporary labor and other work services for various County departments, subject to review and approval by the County Attorney. The estimated annual cost is $186,560.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:

Approve the annual renewal of the agreement between North Georgia Works!, Inc. and Hall County regarding temporary labor and other work services for various County departments, subject to review and approval by the County Attorney. The estimated annual cost is $186,560.00.

History:
Hall County Government previously contracted with North Georgia Works! in FY2025 to provide third party temporary labor. The program was successful and beneficial for both Hall County Government and North Georgia Works! North Georgia Works! is in good standing with Hall County Government.

Agreement executed in 2025 shall be for one year from the Effective Date and shall be automatically renewed for successive one-year terms unless changed in a written communication signed by both Parties.

Facts and Issues:

Options:

North Georgia Works! Inc. is a 501(c) (3) corporation whose mission is to provide and implement a cost effective, comprehensive program to help unsheltered people achieve self sufficiency and life skills specifically through work training.

This agreement allows for an hourly fee of $16.00 per hour and each contracted staff may work up to 40 hours per week. This agreement will provide support to the Public Works (Road Maintenance) and Parks and Leisure Services Departments.

Funding Requested	$ 186,560.00
Are funds within current budget?	Yes
Source of Funds	Road Maintenance and Parks and Leisure
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
JG	JG	DA	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
North Georgia Works! - Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 579/2026

Funds Requested: $ 186,560.00

Request Budgeted: Yes

Proposed Source of Funding:

Road Maintenance and Parks and Leisure

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	272-DEVELOPMENT SERVICES FUND	4220-ROAD MAINTENANCE	521000-PROFESSIONAL SERVICES	$120,000.00
2027	201-PARKS MARINA FUND	6180-PARKS MARINA	521000-PROFESSIONAL SERVICES	$33,280.00
2027	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	521000-PROFESSIONAL SERVICES	$33,280.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770-531-6824

NORTH GEORGIA WORKS!
Where Work Works

AGREEMENT BETWEEN NORTH GEORGIA WORKS! INC. AND [HALL COUNTY GOVERNMENT]

THIS AGREEMENT ("Agreement") is effective the 14th day of August 2025 ("Effective Date"), by and between North Georgia Works! Inc., a 501(c)(3) corporation (henceforth referred to as "NGW!"), and [HALL COUNTY GOVERNMENT] (henceforth referred to as "BP"). NGW! and HALL COUNTY GOVERNMENT are sometimes referred to herein individually as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, HALL COUNTY GOVERNMENT requires occasional temporary labor and other work services (collectively "Services"); and

WHEREAS, NGW! is an active 501(c)(3) Georgia corporation whose mission is to provide and implement a cost effective, comprehensive program to help unsheltered people achieve self-sufficiency, including through work training; and

WHEREAS, NGW! desires to provide NGW! Trainees ("Trainees") work training by having them provide Services for HALL COUNTY GOVERNMENT; and

WHEREAS, NGW! and HALL COUNTY GOVERNMENT agree that the use of Trainee work crews to perform the Services for HALL COUNTY GOVERNMENT will further the NGW! mission and help the Trainees develop work and life skills;

NOW, THERFORE, in consideration of NGW!'s agreement to provide Trainee work crews for the purpose of providing Services for HALL COUNTY GOVERNMENT, the Parties agree as follows:

1.

NGW! shall make available Trainees for Services. Nothing in this provision requires HALL COUNTY GOVERNMENT to accept services on a daily basis, but rather HALL COUNTY GOVERNMENT will determine how many days each week it requests Services from each Trainee.

2.

HALL COUNTY GOVERNMENT is not responsible for transporting the Trainees to the work site, nor providing clothing or uniforms. All the other materials and equipment as may be necessary for the particular assignment shall be the responsibility of HALL COUNTY GOVERNMENT unless otherwise stated. NGW! guarantees the Trainees will be drug and alcohol free while providing the Services.

3.

HALL COUNTY GOVERNMENT shall pay to NGW! an agreed upon hourly fee for each Trainee for actual Services provided by the Trainees as reimbursement for all salaries, costs, and expenses incurred by NGW! to be able to have its Trainees provide the Services. The HALL COUNTY GOVERNMENT will pay time and a half for all hours over 40 weekly.

4.

The Trainees shall perform the Services for HALL COUNTY GOVERNMENT. NGW! contracts with HALL COUNTY GOVERNMENT only for purposes set forth in this Agreement, and its relationship with HALL COUNTY

GOVERNMENT shall be that of an independent contractor. The Services shall be performed under the direct and exclusive supervision of HALL COUNTY GOVERNMENT which shall have the sole authority and control over the time, manner, means, and method by which the Services shall be performed and as such, assumes responsibility for the results of our Trainees' work. NGW!, its employees, and its Trainees shall not be deemed employees, agents or representatives of HALL COUNTY GOVERNMENT, nor be regarded as one in joint ventures, servants, or partners of HALL COUNTY GOVERNMENT. If a Trainee leaves the NGW! Program of his own accord and desires the HALL COUNTY GOVERNMENT to "hire" them as an employee upon their exit, the HALL COUNTY GOVERNMENT must inform NGW! and follow a 90 day "DO NOT HIRE" protocol. Also, HALL COUNTY GOVERNMENT may not approach a Trainee who is working with them to discuss becoming a full-time hire or what hourly rate they would pay without discussing this information with the Program Director first.

5.

All Services provided by the Trainees must be performed on property and/or in facilities of HALL COUNTY GOVERNMENT only. Under no circumstance shall the Trainees be assigned to provide the Services to or on behalf of any private entity, private property or private facility that is not under direct ownership and control of HALL COUNTY GOVERNMENT.

6.

Although HALL COUNTY GOVERNMENT shall have insurance for those working at their facility or assigned worksite, NGW! will maintain Workers' Compensation Insurance covering the Trainees in accordance with the laws of the State of Georgia.

The insurance carrier shall hold an A.M. Best rating (if applicable) of "A-" (Excellent) or higher. North Georgia Works! shall provide a certificate of insurance evidencing this coverage to HALL COUNTY GOVERNMENT upon execution of this Agreement.

North Georgia Works! commitment to obtain and maintain the workers' compensation insurance coverage is without prejudice to its Trainees' status as trainees and does not establish an employer/employee relationship between North Georgia Works! and any of its Trainees for any purpose.

North Georgia Works! will provide written notice to HALL COUNTY GOVERNMENT of any change in the policy of insurance coverage.

7.

NGW! will invoice HALL COUNTY GOVERNMENT weekly for fees related to the Services provided by the Trainees during Saturday through Sunday of the preceding week. HALL COUNTY GOVERNMENT shall pay the invoice amount to NGW! within [fifteen] (15) days following its receipt of the invoice.

8.

NGW! and HALL COUNTY GOVERNMENT shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement.

9.

The term ("Term") of this Agreement shall be for one year from the Effective Date and shall be automatically renewed for successive one-year terms unless changed in a written communication signed by both Parties.

10.

NORTH GEORGIA WORKS!
Where Work Works

This Agreement may be terminated by either Party for any reason at any time. Such termination shall be in writing and may be delivered personally, overnight delivery service, or by United States certified mail.

11.

In connection with the training experience covered by this Agreement, both Parties may have access to proprietary and/or confidential materials and information developed or otherwise made available by the other Party; each shall (both during and after this Agreement) use such materials and information only in connection with this training experience and protect them from disclosure to third parties in the same manner as it protects its own proprietary and/or confidential information of like kind, but in any event with reasonable care.

12.

The limit of our liability (whether in contract, negligence, tort or other theory of relief) to you or any third party concerning performance or non-performance by us, or in any manner related to this Agreement, for any and all claims shall not in the aggregate exceed the fees and expenses paid by you to us hereunder with respect to the work involved.

13.

This Agreement shall not be modified verbally, but any modifications or amendments of the terms shall be in writing and signed by the duly authorized representatives of each Party hereto.

14.

If any provision(s), of this agreement is or are held to be invalid or unenforceable the remaining provision(s) are, nevertheless, to be in full force and effort.

15.

The laws of the State of Georgia will govern this Agreement.

In witness whereof, the Parties hereby execute this Agreement on the dates shown below.

HALL COUNTY GOVERNMENT

By: _____
Signature

David Gibbs
Print Name

August 14, 2025
Date

North Georgia Works!, Inc.

By: _____
Signature

Michael Giddens
Print Name

8/14/2025
Date

NORTH GEORGIA WORKS!
Where Work Works

Trainee Services Contract

North Georgia Works!, as part of our Business Partner Agreement with you, is pleased to provide temporary labor and other work services to **HALL COUNTY GOVERNMENT**. We have enjoyed our relationship to date and look forward to providing you with excellent resources to assist you in your labor needs.

Below are the specifics for this particular contract engagement:

Contract Start Date:		**Estimated Work Hours per Week:**	**40**
Trainee Name:		**Hourly Fee:**	**$16/hour**
Invoice Periodicity: Weekly/Electronic (Email)		**Payment Due Date (Net)**	**15 days**

Worksite Address:

Worksite POC Person:
Phone Number:
POC Person email address:

Billing Address (if different):

Billing POC Person:
Phone Number:
POC Person email address:

NGW! POC: Michael Giddens **Phone: 770-877-2717** **Email: mgiddens@northgeorgiaworks.com**
NGW! Address: PO Box 2458 Gainesville, GA 30503

We appreciate the opportunity to serve and are very grateful for your support of our Trainee program. If you have any questions or concerns regarding this contract, our work performance, or any other matter, please contact us for our immediate attention and prompt resolution.

Thanks again for your support to our organization and the community!

Best regards,

Michael Giddens
Executive Director
North Georgia Works!

initials initials

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 583/2026

SUBJECT: Approve the award of Task Order #2027-004 FY 2027 Resurfacing Program for the resurfacing of approximately 30.04 miles of Hall County roads for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is $12,815,048.20.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of Task Order #2027-004 FY 2027 Resurfacing Program for the resurfacing of approximately 30.04 miles of Hall County roads for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is $12,815,048.20.

History:

Allied Paving is a current vendor for Hall County and has been for several years. They are in very good standing within the County.

Facts and Issues:
This task order was a result of the competitively bid RFQ/P #47-004 Demand Services for On-Call Paving & Full Depth Reclamation.

Options:

Funding Requested	$ 12,815,048.20
Are funds within current budget?	Yes
Source of Funds	State Roads Grant Fund, SPLOST VIII, SPLOST IX
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Signature Cover Sheet
Task Order
FY 2027 Road Map
FY 2027 Resurfacing List

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 583/2026

Funds Requested: $ 12,815,048.20

Request Budgeted: Yes

Proposed Source of Funding:

State Roads Grant Fund, SPLOST VIII, SPLOST IX

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$5,250,427.00
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$6,729,542.00
2027	325-SPLOST IX	4971-ENGINEERING	541400-INFRASTRUCTURE	$835,079.20

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: (770) 531-6800

TO #:	2027-004 FY27 Resurfacing Program				Allied Paving		Blount Construction		C.W. Matthews Contracting		Pittman Construction	
LINE NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT	UNIT AMOUNT	AMOUNT	UNIT AMOUNT	AMOUNT	UNIT AMOUNT	AMOUNT
	PAVING AND RESURFACING ITEMS											
0005	318-3800	Aggregate Surface Course	100	TN	$55.00	$5,500.00	$63.88	$6,388.00	$100.00	$10,000.00	$75.00	$7,500.00
0010	402-1812	Recycled Asph Cone Leveling, Incl Bitum Mall & H Lime	13,009	TN	$116.50	$1,515,548.50	$119.47	$1,554,185.23	$119.00	$1,548,071.00	$133.40	$1,735,400.60
0015	402-3100	Recycled Asph Cone 9.5 MM Superpave, Type I, Gp 1 or Blend 1, incl bilum mall & H lime	7,359	TN	$116.50	$857,323.50	$124.93	$919,359.87	$116.00	$853,644.00	$135.30	$995,672.70
0025	402-3103	Recycled Asph Cone 9.5 MM Superpave, Type 11, Gp 2 onlv, incl bitum mall & H lime	20,983	TN	$116.00	$2,434,028.00	$115.53	$2,424,165.99	$103.00	$2,161,249.00	$134.90	$2,830,606.70
0030	402-3130	Recycled Asph Cone 12.5 MM Superpave, Type II, Gp 2 onlv. incl bitum mall & H lime	12,877	TN	$110.50	$1,422,908.50	$113.63	$1,463,213.51	$100.00	$1,287,700.00	$117.65	$1,514,979.05
0035	413-1000	Bitum, Tack Coat	48251.00	GL	$3.50	$168,878.50	$3.35	$161,640.85	$3.00	$144,753.00	$3.25	$156,815.75
0040	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	15,000	SY	$2.50	$37,500.00	$7.93	$118,950.00	$5.00	$75,000.00	$11.25	$168,750.00
0045	441-0016	Driveway Concrete, 6 in lhk	100.00	SY	$44.00	$4,400.00	$123.15	$12,315.00	$175.00	$17,500.00	$80.00	$8,000.00
0050	444-1000	Shoulder Construction	64.27	MI	$3,200.00	$205,664.00	$4,643.43	$298,433.25	$5,785.00	$371,801.95	$8,650.00	$555,935.50
0055	706-1002	Turf Establishment, Tp B	15.58	AC	$2,475.00	$38,560.50	$5,565.00	$86,702.70	$2,250.00	$35,055.00	$4,795.00	$74,706.10
0060		Sawed Joints in Exist Pavement - PCC	100	LF	$1.10	$110.00	$11.32	$1,132.00	$10.00	$1,000.00	$4.00	$400.00
0065		Asphalt Patching	36.684	TN	$140.00	$5,135,760.00	$121.23	$4,447,201.32	$133.00	$4,878,972.00	$185.00	$6,786,540.00
0070		Crack Sealing	18.64	MI	$9,705.00	$180,901.20	$8,995.86	$167,682.83	$8,819.47	$164,394.92	$8,819.47	$164,394.92
	SIGNING AND MARKING ITEMS											
0075	150-1000	Traffic Control	1.00	LUMP	$400,000.00	$400,000.00	$1,721,172.79	$1,721,172.79	$1,376,785.87	$1,376,785.87	$935,530.00	$935,530.00
0080	647-6090	Loop Detector	2.00	EA	$3,850.00	$7,700.00	$4,335.00	$8,670.00	$2,850.00	$5,700.00	$3,200.00	$6,400.00
0085	652-0120	Thermoplastic Type 2 Arrows	45.00	EA	$82.50	$3,712.50	$76.50	$3,442.50	$75.00	$3,375.00	$75.00	$3,375.00
0125	653-0230	Thermoplastic Pvmt Marking, Word, Tp 3A	2.00	EA	$165.00	$330.00	$153.00	$306.00	$150.00	$300.00	$150.00	$300.00
0135	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	500.00	LF	$4.95	$2,475.00	$4.59	$2,295.00	$4.50	$2,250.00	$4.50	$2,250.00
0140	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	662.04	LF	$9.90	$6,554.20	$9.18	$6,077.53	$9.00	$5,958.36	$9.00	$5,958.36
0145	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	200.00	LF	$9.90	$1,980.00	$9.18	$1,836.00	$9.00	$1,800.00	$9.00	$1,800.00
0150	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	1000.00	LF	$3.30	$3,300.00	$3.06	$3,060.00	$3.00	$3,000.00	$3.00	$3,000.00
0155	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	1000.00	LF	$3.30	$3,300.00	$3.06	$3,060.00	$3.00	$3,000.00	$3.00	$3,000.00
0160	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	47.06	LM	$2,915.00	$137,179.90	$2,703.00	$127,203.18	$2,650.00	$124,709.00	$2,650.00	$124,709.00
0165	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	53.82	LM	$4,395.00	$236,538.90	$4,074.90	$219,311.12	$3,995.00	$215,010.90	$3,995.00	$215,010.90
0170	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	$1,815.00	$1,815.00	$1,683.00	$1,683.00	$1,650.00	$1,650.00	$1,650.00	$1,650.00
0175	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	$2,750.00	$2,750.00	$2,550.00	$2,550.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
0180	657-5019	Thermoplastic Pvmt Marking, Word, Tp 4	2.00	EA	$165.00	$330.00	$153.00	$306.00	$150.00	$300.00	$150.00	$300.00
						Total Amount	**$12,815,048.20**		**$13,762,343.66**		**$13,295,480.00**		**$16,305,484.58**

Total number of bids sent: 4
Number of bids sent to Hall County contractors: 4
Number of bids received: 4
Number of Hall County bids received: 0
Number of "No Bids": 0

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 21, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 2027-004

Bid/Contract Name: FY27 Resurfacing Program

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Allied Paving

Contract Description: Annual County Road Resurfacing Project

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend:

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2027 Estimated Amount: $12,815,048.20

☐ Product Contract Estimated Amount:

Comment:

Approve the award of Task Order#2027-004 FY2027 Resurfacing Program for resurfacing approximately 30.04 miles of Hall County roads for for Public Works to Allied Paving Contractors, Inc. of Pendergrass, GA. The FY 2027 estimated amount has been reviewed against the FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

Task Order #2027-004

July 29, 2026

For the provision of

FY2027 Resurfacing Program

Demand Services for On-Call Paving & Full Depth Reclamation
Contract #47-004

PROJECT DESCRIPTION

Hall County, Georgia Public Works Department is issuing this Task Order #2027-004 to Demand Services On-Call Paving & Full Depth Reclamation for resurfacing of approximately 30.04 miles of carious Hall County roads according to the Scope of Work and Georgia Department of Transportation (GDOT) standards.

SCHEDULE OF EVENTS

Issue Date: Wednesday, July 29, 2026
Pre-bid Site Visit: Bidders are welcome to visit each site at their leisure.
Bidder Questions Due Date: Wednesday, August 5, 2026
Response to Bidder Questions Due Date: Friday, August 7, 2026
Bid Due Date: Thursday, August 13, 2026, by 2:00pm

Bidding Process: Bidders must respond with their Task Order proposals via e-mail to cbarnes@hallcounty.org by 2:00pm EST Thursday, August 13, 2026. The County's Project Manager is:

Blair Reynolds, Project Engineer
Hall County Public Works Department
Office: (770) 531-6800
breynolds@hallcounty.org

SPECIFICATIONS and SCOPE OF WORK:

This project is for the resurfacing of approximately 30.04 miles of various County roads. The selected contractor will be required to install asphalt pavement as specified in the specifications, and any required striping.

The contractor will be responsible for preparing all roads on the contract. The line item for patching shall include the contractor removing the defective material, disposing of the waste, delivering the asphalt, and installing the new hot mix asphalt. This patching work may be accomplished by milling and inlaying with full depth asphalt or by other means as approved by the project engineer. The locations and the depth of the patching shall be determined by the Project Inspector and the Contractor in the field. The contractor may estimate a depth of 2" of asphalt patch for bidding purposes.

A pre-bid meeting is not required; however, Contractors are welcome to visit each site individually at their leisure. The awarded Contractor will be required to attend a pre-construction meeting scheduled by the Hall County Project Engineer. The awarded Contractor is required to provide, in hard copy and thumb drive format, a construction schedule produced in Microsoft Project at the time of the scheduled pre-construction meeting. All work on this project will be done in compliance with the Georgia Department of Transportation Standard Specifications and Supplemental Specifications.

Schedule

The need for the project to be completed in a timely manner is very important to Hall County. Therefore, the awarded Contractor will be required to immediately mobilize and proceed with construction layout, ordering materials, and construction of the project, unless allowable delays prohibit contractor to work. Be advised, when the contract is awarded by the Hall County Board of Commissioners **the awarded Contractor will be required to complete all work by June 30, 2027**.

Equal time extension will be given if the anticipated awarding date of the contract is delayed. The required completion date is the date that all work is to be completed. Hall County expects the awarded Contractor to begin work within 10 business days of the issuance of a Notice to Proceed and to maintain adequate progress to ensure the contract is completed by completion date. The awarded Contractor must include any anticipated inclement weather days and Holiday days within the allowed contract time. See Attachment "A" for information on inclement weather days. Hall County may consider any unusual number of inclement weather days for time extension.

Contractor is to notify Blair Reynolds, Hall County Project Engineer, at 770-531-6800 to keep him advised of any weather delay days, delays associated with utility facility relocation delays, or other delays in contract time.

Borrow/Waste Area/Disposal

The awarded Contractor shall dispose of any extra material generated by the work. There will not be a separate pay item for disposal. Disposal shall be defined as removing extra material, hauling, and placing it in an approved location. Any borrow material required shall be provided by the contractor and will be paid under the grading complete line item. There will not be a separate pay item for borrow material.

Traffic Control

The awarded Contractor shall provide traffic control to include all items necessary to maintain safe travel for the public. Traffic control shall include, but is not limited to, road closed signs, barricades, detour signs, flagging, work zone signs, low/soft shoulder signs, etc. All traffic control devices and work zones shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. All traffic control items shall be maintained by the Contractor at all times throughout the length of the project.

Inspections

Contractor shall schedule and coordinate resurfacing work on all roads with Blair Reynolds, Hall County Project Engineer at 770-531-6800.

A Hall County Engineer or Engineering Inspector will be on-site during the entire resurfacing process for all those projects. Work hours will be Monday through Friday, 8am to 5pm. Please contact the Project Engineer to schedule resurfacing work at least 24 hours in advance.

General

All design, detailing, fabrication, construction, and construction vehicles shall conform to the State of Georgia Department of Transportation, Standard Specifications of Transportation Systems, 2001 edition, unless otherwise noted.

Contractor is required to properly dispose of all removed driveway concrete. No concrete shall be buried within the right-of-way.

Quantities are approximate only. Actual quantities for pay items will be derived by field measurements and weight measurements.

Contractor is to field verify the widths of all roads. Resurfacing shall be over existing asphalt only.

The Contractor shall install all required striping as quickly as possible but no longer than 24 hours after the road is completed unless directed otherwise by the project engineer.

The Contractor is required to construct shoulders on this project.

The Contractor shall be responsible for the installation and maintenance of Low/Soft Shoulder signs. These signs shall be maintained until vegetation is established on the shoulders.

The Contractor shall be responsible for the replacement of any and all Traffic Signal Loops located on this project.

The Contractor shall deliver all millings to the Hall County Landfill located at 1700 Oakbrook Drive, Gainesville, GA 30507.

The Contractor shall utilize Leveling Electronics on the Asphalt Spreader on any roads that are longer than 1 mile in length unless otherwise directed by the Hall County Inspector.

The following roads are the only roads to be considered for crack sealing: Bird Road (Sec.1), Chestatee Road, East Hall Road (Sec. 1), Elrod Road, Gaines Drive, Hog Mountain Road (Sec. 2), Lake Forrest Drive, Lee Street, Looper Lake Road, Old Cornelia Highway (Sec. 3), Ridge Road, Thomas Road and Tribble Gap Road (Sec. 2).

Due to the amount of Commercial Traffic/Activity, Industrial Boulevard (Sec. 1) will need to be planned for Resurfacing at night. A Hall County Inspector will be on-site for this job.

The contractor will have ONE (1) crew only to perform the work on this contract. Multiple crews will NOT be allowed to work during this contract unless circumstances arise and an additional crew is approved by the Project Engineer. There will be NO Subcontractors allowed to perform any paving work on this contract. The Contractor will be required to have its own crew on-site for all paving activities.

Shoulder Construction

Any borrow/waste/disposal areas or borrow material needed as part of this bid item in order to complete shoulder construction is included in the overall bid item. Contractor is required to delineate borrow/waste/disposal areas to the Hall County Project Engineer for her approval. Erosion and Sedimentation Control measures are required on any borrow/waste/disposal areas as part of the overall bid price.

Contractor is to build shoulders on all base and pavement projects as directed by the Project Engineer. Shoulder construction consists of building up the shoulder elevation to match the new pavement elevation, and extending this new built-up material to the point where the shoulder begins to drop off into the ditch or fill slope. This build up is not expected to be greater than six inches in depth. The minimum required shoulder width is 2 feet. Shoulder to drain away from the pavement whenever possible. In the case where the existing shoulder was previously too high, the Contractor will tie in from the new pavement elevation to an appropriate point to provide drainage. Whenever possible, Contractor is expected to extend the shoulder width so as to retain the same shoulder width that occurs due to the higher elevation of the pavement.
Contractor is required to smooth and compact the new shoulder material with clean material that is free from rocky material that could create voids or cause poor turf establishment. Contractor is required to remove all grubbing debris from new shoulder material. Contractor is required to utilize an unerodible soil type so as to minimize repair trips at the contractor's expense.
Contractors are required to sweep new pavement as shoulder construction activities proceed.

The Contractor is to install temporary shoulders as needed to ensure that the elevation difference between the pavement edge and the shoulder is a maximum of two and one half (2 ½) inches or less. Permanent shoulders shall be constructed as soon as possible after the road is completed. Payment for temporary shoulders shall be included in the unit price for shoulder construction. There will be no separate payment for temporary shoulders.

Bidding Information
Hall County reserves the right to delete or add quantities to best serve the interests of the county.

Exhibits and Attachments
Exhibit C – Bid Schedule
Attachment A – Weather Days
Attachment B – FY2027 Road Schedule

Allied Paving Contractors, Inc.
(Full Legal Corporate Name)

By: _____

Title: Vice President

Print Name: Bryan Jones

Sworn to and subscribed before me this

13th Day of Aug, 2026.

Notary Public: _____

Notary commission expires: _____

ALLIED PAVING CONTRACTORS, INC. CORPORATE SEAL 04 GEORGIA

KRISTI SUN HALL NOTARY PUBLIC Commission Expires 01-26-2029 JACKSON COUNTY, GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

BID SCHEDULE

FY 2027 LOCAL RESURFACING PROGRAM

LINE NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
	PAVING AND RESURFACING ITEMS					
0005	318-3800	Aggregate Surface Course	100	TN	$ 55.00	$ 5,500.00
0010	402-1812	Recycled Asph Conc Leveling, Incl Bitum Matl & H Lime	13,009	TN	$ 116.50	$ 1,515,548.50
0015	402-3100	Recycled Asph Conc 9.5 MM Superpave, Type I, Gp 1 or Blend 1, incl bitum matl & H lime	7,359	TN	$ 116.50	$ 857,323.50
0025	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Gp 2 only, incl bitum matl & H lime	20,983	TN	$ 116.00	$ 2,434,028.00
0030	402-3130	Recycled Asph Conc 12.5 MM Superpave, Type II, Gp 2 only, incl bitum matl & H lime	12,877	TN	$ 110.50	$ 1,422,908.50
0035	413-1000	Bitum, Tack Coat	48,251	GL	$ 3.50	$ 168,878.50
0040	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	15,000	SY	$ 2.50	$ 37,500.00
0045	441-0016	Driveway Concrete, 6 in thk	100	SY	$ 44.00	$ 4,400.00
0050	444-1000	Shoulder Construction	64.27	MI	$ 3,200.00	$ 205,664.00
0055	706-1002	Turf Establishment, Tp B	15.58	AC	$ 2,475.00	$ 38,560.50
0060		Sawed Joints in Exist Pavement - PCC	100	LF	$ 1.10	$ 110.00
0065		Asphalt Patching	36,684	TN	$ 140.00	$ 5,135,760.00
0070		Crack Sealing	18.64	MI	$ 9,705.00	$ 180,901.20
	SIGNING AND MARKING ITEMS					
0075	150-1000	Traffic Control	1.00	LUMP	$ 400,000.00	$ 400,000.00
0080	647-6090	Loop Detector	2.00	EA	$ 3,850.00	$ 7,700.00
0085	652-0120	Thermoplastic Type 2 Arrows	45.00	EA	$ 82.50	$ 3,712.50
0125	653-0230	Thermoplastic Pvmt Marking, Word, Tp 3A	2.00	EA	$ 165.00	$ 330.00
0135	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	500.00	LF	$ 4.95	$ 2,475.00
0140	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	662.04	LF	$ 9.90	$ 6,554.20
0145	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	200.00	LF	$ 9.90	$ 1,980.00
0150	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	1,000.00	LF	$ 3.30	$ 3,300.00
0155	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	1,000.00	LF	$ 3.30	$ 3,300.00
0160	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	47.06	LM	$ 2,915.00	$ 137,179.90
0165	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	53.82	LM	$ 4,395.00	$ 236,538.90
0170	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	$ 1,815.00	$ 1,815.00
0175	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	$ 2,750.00	$ 2,750.00
0180	657-5019	Thermoplastic Pvmt Marking, Word, Tp 4	2.00	EA	$ 165.00	$ 330.00
					TOTAL AMOUNT	$ 12,815,048.20

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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

ADDENDUM #1
Response to Bidder Questions

August 6, 2026

Task Order # 2027-004 FY 2027 Resurfacing Program

1. Will Hall Co require the contractor to utilize a Shuttle Buggy for the placement of the asphalt? If so, please identify the roads that will require a Shuttle Buggy. Hall County does not require the use of a Shuttle Buggy for the placement of asphalt. However, as stated in the Notes section of the Task Order, Leveling Electronics on the Asphalt Spreader will be required for any roads that are one (1) mile or longer in length.

2. Could you please provide the roadway dimensions for each of the roads (ideally, lengths and widths would be a tremendous help or SY per Road). It is the Contractors responsibility to field verify lengths and or widths of the roads on the Task Order.

3. Will the Contractor be required to pave into adjacent Side Roads? If so, how far? All side roads and driveways will be properly tied-in to provide a smooth and safe transition. The contractor should estimate side road tie-ins at 10'-20' in order to achieve a smooth tie-in.

4. Will the Contractor be required to pave into adjacent Driveways? If so, how far? All side roads and driveways will be properly tied in to provide a smooth and safe transition. Driveway tie-ins will be determined in the field by the Project Inspector.

5. Will all roads be resurfaced from edge of pavement to edge of pavement, including Turn Lanes? Please see the "General" section of the Notes page in the Task Order. Turn Lanes will be determined in the field by the Project Inspector.

6. What is the expected depth for the Leveling? The Contractor can estimate 55lbs/sq yd for the spread rate.

7. Can you please identify the roads that might get Leveling? The Contractor can estimate for all roads to be leveled.

8. Can you please provide “approximate” Tons of Patching for each road? Please see the “General” section of the Notes page in the Task Order.

9. What is the intended use for the Mill Variable Depth? Tie Ins? This line item covers any driveway/side road tie-ins, etc.

10. How long can a milled surface remain uncovered with traffic running on it? 7 Days? Hall County would prefer any milled sections to be covered within the same day unless unforeseen circumstances arise, then the following day would be acceptable. To be determined by the Field Inspector.

11. Will the Contractor be allowed to utilize Portable Advanced Warning Signs for this work? Yes.

12. Will Hall County expect the Contractor to provide Variable Message Boards on any roads? No.

13. Will Hall County provide Police to assist with Traffic Control on roads with Traffic Signals? No.

14. Are there specific nighttime work hours for Industrial Blvd Sec 1? Or can we work whenever we want? There will be no specific nighttime work hours except for no weekend work (Mon-Fri only).

15. Can any of the other roads (other than Industrial Blvd Sec 1) be done at Night? If so, which ones? Industrial Boulevard Section 1 is the only road that will be resurfaced at Night on this Task Order.

16. Shoulder Construction Bid Item, is the Quantity of 64.27 MI, Centerline Miles or Individual Shoulder Miles? The Shoulder Construction Bid Item is for Individual Shoulder Miles.

17. Will Shoulder Construction apply to all roads on the list? The Contractor should estimate for all Shoulders to be reconstructed.

18. Will the Contractor be allowed to place Temporary Pavement Marking Tape on the Leveling Surfaces? Or do you expect the Leveling Surfaces to have Temporary Paint Pavement Markings applied to them? Temporary Tape may be placed on leveling surfaces for a period of no longer than 48 hours, otherwise Temporary Paint will need to be utilized.

19. What size Loop Detectors are being put back? The Contractor can estimate the loop detector size to be approximately 6'x40'.

20. Can you provide more insight on the boundaries for two roads, Bird Rd Sec 1 and Deaton Rd Sec 2. It is hard to determine where Section 1 ends and Section 2 begins. Bird Road Section 1 will terminate at the beginning of the curb/gutter for Section 2. Deaton Road Section 2 will begin at the definitive pavement joint located at Section 1.

21. Can you confirm that the Patching will be done using 19.0mm Asphalt? The Contractor should use 19mm asphalt for the estimate for the patching line item.

22. Our assumption is that the bid items for Aggr Surf Crs, Driveway Conc 6in, Sawed Jts PCC, are going to be used on an As Needed basis and there is no known specific scope for these items at this time. These line items are on an as needed basis and will be determined by the Field Inspector.

23. Will all Patching be at least the width of a Half Lane Milling Machine? Yes.

24. Will a Bid Bond be required for this project? No, a Bid Bond will not be required for this project.

25. Will the Contractor be required to pave over the bridge on Old Cornelia Highway approximately 1,056' (ft) North of Cemetery Road? The area in question is outside the project limits for the portion of Old Cornelia Highway that is on this task order.

26. Will the Contractor be responsible for any driveways on any of the 37 Roads? Please refer to Question Number Four (4).

Acknowledgement: Please sign below that you acknowledge receipt of this Addendum and return it with your bid.

Company Name: Allied Paving Contractors, Inc.

Signature: _____

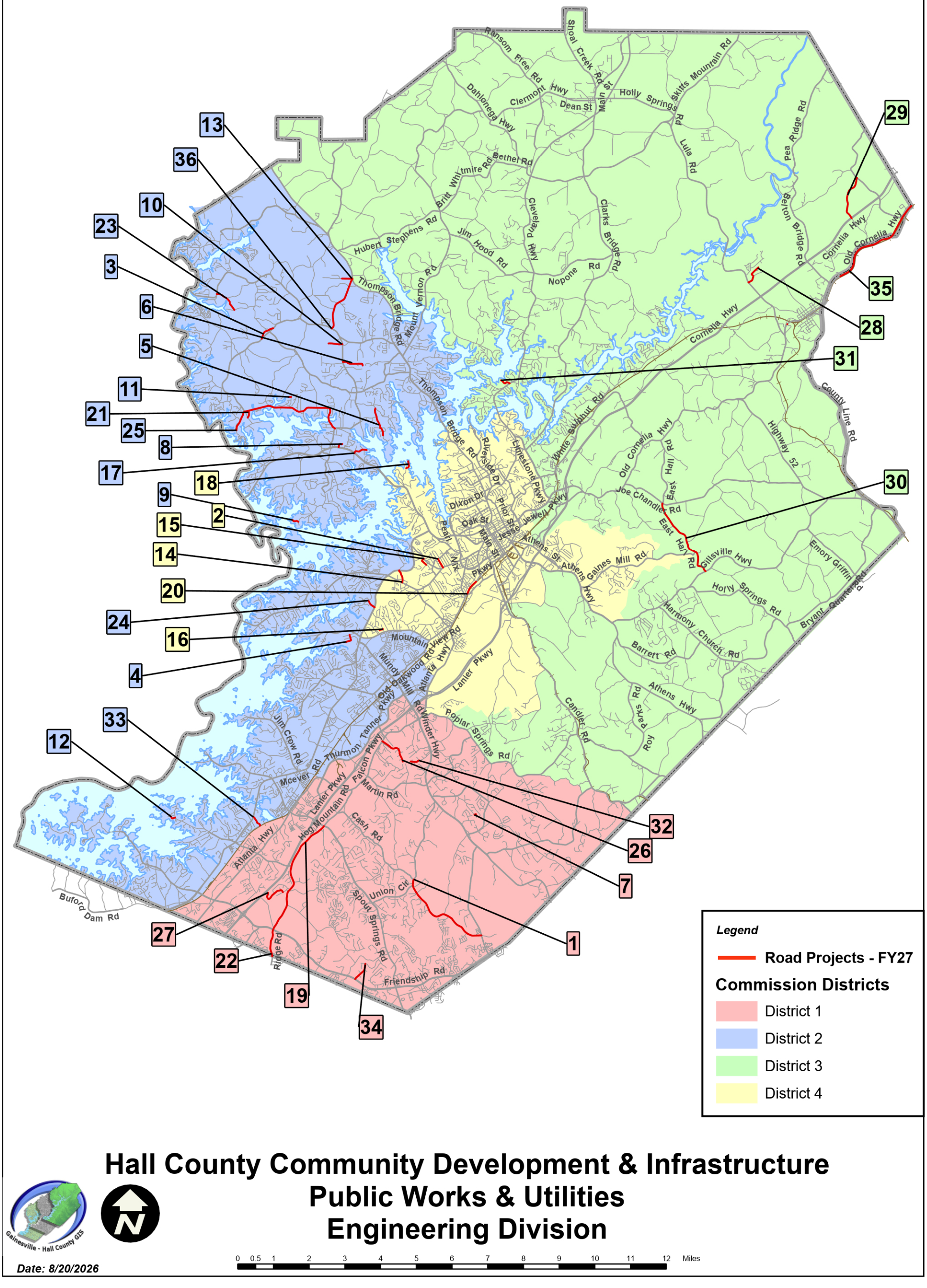
Print Name: Bryan Jones

Title: Vice President

Date: 8-13-2026

ALLIED PAVING CONTRACTORS, INC
CORPORATE SEAL
04
GEORGIA

PROPOSED FY27
LOCAL RESURFACING PROGRAM
HALL COUNTY, GEORGIA



Hall County Community Development & Infrastructure
Public Works & Utilities
Engineering Division

Gainesville - Hall County GIS

0 0.5 1 2 3 4 5 6 7 8 9 10 11 12 Miles

Date: 8/20/2026

FY 27
LOCAL RESURFACING PROGRAM
HALL COUNTY, GEORGIA

MAP KEY	ROAD NAME	COMM. DIST.	MILEAGE	BEGIN	END	2025 TOTAL RATING	ESTIMATED PROJECT COST
	FY26 LMIG						
1	Union Church Road (Sec. 2)	1	2.845	Cash Road	SR 211 (Old Winder Hwy)	74	$1,213,797
2	Gaines Drive	4	0.289	Skelton Road	Browns Bridge Road	73	$123,300
3	Joseph Road	2	0.480	Cool Springs Road	Cool Springs Road	73	$204,788
4	Lake Forrest Drive	2	0.312	Woodhaven Lane	Terminus	73	$133,112
5	Looper Lake Road	2	0.843	Antioch Campground Road	Terminus	73	$359,659
6	Oak Creek Drive	2	0.619	Sardis Road	Terminus	73	$264,091
7	Brook Valley Lane	1	0.051	Countryside Drive	Terminus	72	$21,759
8	Carl Drive	2	0.200	SR 53 (Dawsonville Hwy)	Terminus	72	$85,328
9	Chattatee Pass Circle	2	0.185	Davis Bridge Road	Terminus	72	$78,929
10	Sardis Drive	2	0.401	Sardis Road	Terminus	72	$171,083
11	Sequoia Place	2	0.077	Sequoia Road	Terminus	72	$32,851
12	Summer Crest Court	2	0.149	Gaines Ferry Road	Terminus	72	$63,570
13	Bird Road (Sec. 1)	2	0.300	SR 60 North (Thompson Bridge Rd)	Section 2	72	$127,993
14	Gould Drive	4	0.379	Browns Bridge Road	McEver Road	72	$161,697
15	Lee Street	4	0.252	Spring Road	Newton Street	72	$107,514
16	Muskie Lane	4	0.104	Byers Ridge	Terminus	72	$44,371
17	Old Fork Road	2	0.399	SR 53 (Dawsonville Hwy)	Terminus	72	$170,230
18	Whippoorwill Lane	4	0.244	Sportsman Club Road	Terminus	71	$104,101
	FY26 LRA Funding					**2026 TOTAL RATING**	
19	Hog Mountain Road (Sec. 2)	1	3.480	Friendship Road	Spout Springs Road	87	$1,484,714
20	Industrial Boulevard (Sec. 1)	4	0.432	Aviation Boulevard	Mountain Crest Drive	86	$184,309
21	Chestatee Cut-Off	2	0.209	Chestatee Road	Cool Springs Road	82	$89,168
22	Ridge Road	1	0.825	Friendship Road	Gwinnett Co Line	80	$351,980
23	Thomas Road	2	0.723	Price Road	W.G. Robinson Road	77	$308,462
24	Donna Way	2	0.272	McEver Road	Montgomery Drive	77	$116,047
	FY27 Local Funding/SPLOST IX					**2026 TOTAL RATING**	
25	Chestatee Road	2	3.765	Sardis Road	Terminus	78	$1,606,307
26	Parks Road	1	0.922	Atlanta Highway	Terminus	76	$393,364
27	Wilmington Way	1	0.734	Devonshire Drive	Terminus	75	$313,155
28	River Plantation Drive	3	0.629	SR 52	Terminus	75	$268,358
29	Tribble Gap Road (Sec. 2)	3	1.308	SR 365	Mud Creek Road	75	$558,048
30	East Hall Road (Sec. 1)	3	2.490	Gillsville Highway	Joe Chandler Road	75	$1,062,339
31	Wynelle Drive	3	0.301	Cleveland Highway	Terminus	74	$128,419
32	Deaton Road (Sec. 2)	1	0.259	Deaton Road (Sec. 1)	Terminus	74	$110,500
33	Bell Drive (Sec. 1)	2	0.332	McEver Road	Gravel	74	$141,645
34	Woody Springs Drive	1	0.555	Friendship Road	Coral Lake Drive	74	$236,786
35	Old Cornelia Highway (Sec. 3)	3	3.046	Lula City Limits	Habersham County Line	74	$1,299,552
36	Elrod Road	2	1.626	Thompson Bridge Road	Price Road	74	$693,720
			30.04				$12,815,048

****Cost is an estimate only****
*****GaDOT LMIG funds are matched by Hall County SPLOST IX funds @ 30%. LRA funds are 100% with no match.**

Proposed FY27 SPLOST IX Funding:	$7,564,620.95
FY26 GaDOT LMIG (Local Maintenance & Improvements Grant/State Funds) Funding:	$2,522,713.03
FY26 GaDOT LRA (Local Roads Assistance/State Funds) Funding:	$2,727,713.88

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 584/2026

SUBJECT: Approve the award of Task Order #2027-005 Engineering & Design Services for SR11/US129 and SR 283 Intersection Improvement Project for Public Works & Utilities to Keck & Wood, Inc. of Duluth, GA, in the amount of $280,800.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of Task Order #2027-005 Engineering & Design Services for SR11/US129 and SR 283 Intersection Improvement Project for Public Works & Utilities to Keck & Wood, Inc. of Duluth, GA, in the amount of $280,800.00.

History:
This task order was a result of the competitively bid RFQ/P #46-001 Civil Engineering Services, Category A - Transportation Improvement Design.

Facts and Issues:
GDOT has committed construction funding and Hall County will be funding the design and right-of-way acquisition. If the final construction bid amount exceeds GDOT's funding, Hall County will need to cover the funding shortfall for construction.

Options:

Funding Requested	$ 280,800.00
Are funds within current budget?	Yes
Source of Funds	SPLOST IX
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Bid Tab
Signature Cover Sheet
Task Order

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 584/2026

Funds Requested: $ 280,800.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST IX

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	325-SPLOST IX	4971-ENGINEERING	541400-INFRASTRUCTURE	$280,800.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: (770) 531-6800

TO #: 2027-005 Eng & Design Svcs for SR11/US129 & SR283 Intersection Improvement Project	Keck & Wood	TTL	Thomas and Hutton	Infrastructure Consulting	Columbia Engineering	CDM Smith	Kimley-Horn	Precision Planning	AtkinsRealis
	Duluth, GA	Chamblee, GA	Buford, GA	Norcross, GA	Duluth, GA	Atlanta, GA	Peachtree Corners, GA	Lawrenceville, GA	Atlanta, GA
Task	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)	Price per Task (Lump Sum)
Project Management and Coordination	$10,000.00	$25,000.00	$65,540.00	$47,058.00	$20,000.00	$45,519.45	$18,500.00	$43,121.00	$56,562.00
Environmental Studies and Permitting	$25,000.00	$64,000.00 *	$16,300.00	$56,123.00	$59,000.00	$49,352.00	$82,000.00	$65,765.00	$124,590.00
Field Survey	$40,000.00	$23,500.00	$42,500.00	$39,152.00	$59,000.00	$33,634.00	$54,300.00	$46,436.50	$82,059.00
Geotechnical Investigations	$45,000.00	$24,500.00	$55,000.00	$74,669.00	$52,000.00	$70,156.00	$40,500.00	$20,700.00	$48,000.00
Utility Coordination and Subsurface Utility Explorations (SUE-B)	$27,800.00	$15,500.00	$19,875.00	$32,948.00	$88,700.00	$59,580.00	$31,500.00	$48,522.50	$41,526.00
Preliminary (60%) Plans	$65,000.00	$120,000.00	$142,080.00	$132,789.00	$150,000.00	$165,792.00	$166,000.00	$334,377.00	$249,852.00
Final (100%) Plans	$50,000.00	$82,500.00	$85,920.00	$94,475.00	$126,000.00	$136,845.00	$170,000.00	$170,395.50	$158,053.00
ROW Acquisition – up to 5 parcels (if required)	$18,000.00	$45,500.00	$41,000.00	$22,750.00	$21,750.00	$38,778.00	$42,000.00	$18,000.00	$38,467.00
Grand Total	$280,800.00	$400,500.00	$468,215.00	$499,964.00	$576,450.00	$599,656.45	$604,800.00	$747,317.50	$799,109.00

Total number of bids sent: 17

Number of bids sent to Hall County contractors: 17

Number of bids received: 9

Number of Hall County bids received: 0

Number of "No Bids": 3

No Bids:
Holt Consulting
Moffatt & Nichol
Parsons

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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 21, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 2027-005

Bid/Contract Name: Eng & Design SVCS for SR11-US129 & SR 283 Intersection Improvement Project

Department(s) Requesting Contract: Engineering

Award Recipient Name: Keck & Wood Inc.

Contract Description: To Perform pre-construction Eng Services

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend:

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $280,800.00

☐ Product Contract Estimated Amount:

Comment:
Approve Task Order #2027-005 for Eng & Design SVCS for SR11-US129 & SR 283 Intersection Improvement Project to Keck & Wood Inc. of Duluth, GA. The FY 2027 estimated amount has been reviewed against the FY 2027 budget by Finance.

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PURCHASING DIVISION

Task Order #2027-005

July 27, 2026

For the provision of
Engineering and Design Services for SR 11/US 129 and SR 283 Intersection Improvement Project

Demand Services for On-Call Civil Engineering Services – Contract #46-001, Category A – Transportation Improvement Design

PROJECT DESCRIPTION

Hall County, Georgia, Engineering department is issuing this Task Order #2027-005 to Demand Services for On-Call Civil Engineering Services – Category A Transportation Improvement Design to perform pre-construction engineering services in accordance with the Scope of Work and Georgia Department of Transportation (GDOT) standards for one (1) intersection improvement at State Route (SR) 11/US 129 and SR 283.

SCHEDULE OF EVENTS

Release Date: Monday, July 27, 2026
Pre-bid Site Visit: Bidders are welcome to visit the site at their leisure.
Bidder Questions Due Date: Friday, July 31, 2026. Send questions to cbarnes@hallcounty.org.
Response to Bidder Questions Due Date: Tuesday, August 4, 2026
Bid Due Date: Thursday, August 13, 2026 by 2:00pm

Bidding Process: Bidders must respond with their Task Order proposals via e-mail to cbarnes@hallcounty.org by 2:00pm EST Thursday, August 13th, 2026.

Questions: All communications must be directed solely to Connie Barnes, Issuing Officer, at cbarnes@hallcounty.org for questions or clarifications of the TO requirements.

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

SCOPE OF WORK

The Scope of Work required includes the provision of pre-construction engineering, design services, and construction professional services for one (1) intersection improvement at State Route (SR) 11/US 129 and SR 283 in Hall County, Georgia funded by SPLOST IX and GDOT LMIG. Work includes project management and coordination, field reconnaissance, field survey, geotechnical investigations, hydraulic analysis and design, environmental assessment, detailed design and plan preparation, permitting, and bid assistance.

A. PROJECT MANAGEMENT AND COORDINATION:

I. Internal project management and coordination.
II. Bi-weekly and/or monthly coordination meetings (as deemed appropriate) with Hall County, and other entities including, but not limited to, Hall County Project Manager, Construction Manager/General Contractor (CM/GC), Independent Cost Estimator (ICE), Independent Design Reviewer (IDR), and Construction Engineering and Inspection (CEI).
III. Meetings include technical discipline specific meetings, utility coordination, coordination with third parties during design as needed, project coordination meetings with various stakeholders or adjacent projects.
IV. Preparation of meeting agendas and minutes.
V. Monthly invoicing.
VI. All appropriate Cost Estimates including ROW cost estimates, Utility cost estimates, and Construction cost estimates. Construction cost estimates shall be provided at 60% and final plan approval.
VII. In coordination with Hall County and GDOT the EOR should provide notification and/or assistance including, but not limited to the following areas:
    a. Notification of major design changes.
    b. Material selection based on market surveys.
    c. Accommodate appropriate construction means and methods into the design.
    d. Design changes for cost/schedule impact validation.
    e. Provide design documents to facilitate contractor-obtained permitting.
    f. Joint planning and participation in public outreach meetings.

B. ENVIRONMENTAL STUDIES AND PERMITTING

I. EOR will work with the County to avoid and minimize impacts to any jurisdictional water and wetlands and associated waterbodies within the project limits. Prepare and submit Georgia Environmental Protection Act (GEPA) environmental documentation outlining environmental resources, anticipated impacts, and mitigation (as applicable).
    - Prepare and submit all necessary permit submittal documents (including coordination with appropriate oversight agencies).
II. Phase I Environmental Site Assessment (ESA)
    - Phase II Environmental Site Assessment (ESA) (if required, based on findings from Phase I ESA)

C. PRELIMINARY AND FINAL DESIGN

The EOR will prepare Preliminary Plans and provide an opportunity for Hall County to confirm the design is progressing in conformance with GDOT's design processes and guidelines. The Preliminary Plans shall include Plans, specifications, and reports that capture all major items, elements, and portions of the Project design such that the EOR can demonstrate a comprehensive understanding of the Project. After the EOR has resolved all review comments or any necessary resubmittal. The following items shall be included within the Preliminary Plans.

I. Preliminary Roadway Plans (60% Plans):
    a. Preliminary Signing and Marking Plans

b. Preliminary Drainage Plans
c. Preliminary Erosion Control Plans
d. Preliminary Maintenance of Traffic Plans
e. Existing Utility Location Plans
f. Preliminary Right-of-Way (ROW) Plans
g. AASHTOware Cost Estimates
h. Quality Assurance/Quality Control Reviews
i. Design exceptions and variances as needed
j. Preliminary Construction Plans
k. Preliminary Technical Special Provisions

II. Final Roadway Plans (100% Plans):
a. Signing and Marking Plans
b. Drainage Plans
c. Erosion Control Plans
d. Maintenance of Traffic Plans
e. Utility Adjustment Plans
f. Right-of-Way (ROW) Plans
g. Quality Assurance/Quality Control Reviews
h. AASHTOware Final Cost Estimates
i. Contractor Schedule of Values/Bid Tab

Notes
All design, detailing, fabrication, construction, and construction vehicles shall conform to the State of Georgia Department of Transportation, Standard Specifications of Transportation Systems, 2001 edition, current approved edition, unless otherwise noted.

D. FIELD SURVEY:
A field survey will be completed within the project limits and will include the survey of:
a. Land, engineering, and/or remote sensing surveys as necessary to provide appropriate field information to produce Preliminary and Final plans, including right-of-way plans. Surveys must be conducted by a registered Professional Land Surveyor in the state of Georgia.
b. Survey Enhancements (if necessary).
c. Extended Survey limits (if necessary).

E. GEOTECHNICAL INVESTIGATIONS:
A geotechnical investigation will be conducted into potential soil properties and conditions within project limits.
a. Plan and execute subsurface investigation as deemed necessary to facilitate the evaluation of existing foundation systems under proposed conditions. Develop performance requirements for the existing foundations and substructures of box culverts.
b. Prepare preliminary Geotechnical analysis based on provided information and loads.

F. RIGHT OF WAY PLANS AND ACQUISITION:
The EOR shall prepare all ROW plans in accordance with state guidelines and provide an opportunity for Hall County to confirm the design is progressing in conformance with GDOT's ROW Manual and guidelines. After informal and/or formal reviews conducted by the Project team(s) and after the EOR has resolved all review comments or any necessary resubmittal, the EOR shall submit the Preliminary and Final ROW Plans to Hall County for approval. The EOR

should limit ROW acquisition to the greatest extent practicable. The EOR shall include the following items necessary for ROW plan approval:

a. Land, engineering, and/or remote sensing surveys as necessary to provide appropriate field information to produce ROW plans.
b. ROW Cost Estimates.
c. ROW Special Stipulations to be included in the final bid package.

The proposing firm should provide acquisition services as a part of this task order. If subconsultants are utilized for this task, the firm and key team leads should be listed in submitters response for Evaluation Criteria Category 2.

G. UTILITY COORDINATION AND SUBSURFACE UTILITY EXPLORATIONS:

The EOR shall prepare all utility plans in accordance with federal and state guidelines and provide an opportunity for Hall County to confirm the design is progressing in conformance with Hall County and GDOT's Utility Accommodation Policy and Standards. The EOR shall ensure all necessary ROW easements can accommodate utility relocations and requirements.

a. The EOR shall perform an appropriate quality level of Subsurface Utility Engineering (SUE) Quality Level B.
b. Submit all applicable permits in GDOT GPAS

H. ITEMS TO BE PROVIDED BY HALL COUNTY

a. GDOT Proposed Roundabout Design Concept
b. Reconnaissance/Maintenance Data
c. GIS Data
d. Floodplain Data

G. Anticipated Deliverables by Selected Consultant

a. PE Plans (60%) – see section C.I for required deliverables
b. Final Plans (100%) – see section C.II for required deliverables
c. Permit Submittals & Approvals to appropriate entities & systems (GDOT GPAS, GA EPD, USACE, etc.)
d. Provide schedule for anticipated deliverables

H. Exhibits and Attachments

Exhibit C – Design Pricing Cost Proposal
Attachment A – GDOT District 1 Proposed Roundabout Design Concept

Keck & Wood, Inc.
(Full Legal Corporate Name)

By: _____

Title: Principal | Vice President

Print Name: Daniel Sabia, PE

Sworn to and subscribed before me this

13th Day of August, 2026.

Notary Public: _____

KIMBERLY ROBERTS NOTARY PUBLIC GWINNETT COUNTY, GA MY COMMISSION EXPIRES AUGUST 2028

Notary commission expires: Aug 4, 2028

HALL COUNTY, GEORGIA

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

Attestation: _____
Board of Commissioners Clerk

Date: _____

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 593/2026

SUBJECT: Approve the memorandum of agreement between Hall County, the City of Flowery Branch, and the Atlanta Falcons Football Club, LLC regarding the construction, funding and cost sharing of the Hog Mountain Road/Falcon Parkway (SR13) stormwater improvement project, subject to review and approval of the County Attorney.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the memorandum of agreement between Hall County, the City of Flowery Branch, and the Atlanta Falcons Football Club, LLC regarding the construction, funding and cost sharing of the Hog Mountain Road/Falcon Parkway (SR13) stormwater improvement project, subject to review and approval of the County Attorney.

History:

On June 2, 2026, GDOT provided a funding assistance commitment letter utilizing LMIG funding for $100,000.00 towards the SR 13 and Hog Mountain Rd. drainage improvements project.

Facts and Issues:
This MOA outlines the funding commitments for the project to include $100,000.00 from GDOT (LIMG), $20,000.00 from City of Flowery Branch, $100,000.00 from Hall County, and the project balance (approximately $121,606.50 plus any change orders) from the Falcons organization.

Options:

Funding Requested	$ 100,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JG	JG	JM	TS

Attorney	Administration	Clerk
JL	JR	JR

Attachments:

Financial Supplement
MOA

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 593/2026

Funds Requested: $ 100,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	334310-STATEâ€CAPITAL DIRECT	$-100,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	336002-INTERGOVERNMENTAL REIMBURSE	$-20,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	389000-MISCELLANEOUS REVENUE	$-121,606.50
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$20,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$121,606.50
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00

Budget Transfer Items:

Additional Information/Comments:

$ 100,000 is the only commitment of funds from Hall County via SPLOST VIII. The remainder of the construction cost will be reimbursed from GDOT, Flowery Branch, and the Atlanta Falcons Organization.

Contact for Questions:

Phone:

MEMORANDUM OF AGREEMENT

REGARDING THE CONSTRUCTION, FUNDING, AND COST SHARING OF THE HOG MOUNTAIN ROAD / FALCON PARKWAY (STATE ROUTE 13) STORMWATER IMPROVEMENT PROJECT

This Memorandum of Agreement (this "Agreement") is entered into this 20th day of August, 2026 (the "Effective Date"), by and among **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County"), **the CITY OF FLOWERY BRANCH, GEORGIA,** a Georgia municipal corporation ("City"), and **ATLANTA FALCONS FOOTBALL CLUB, LLC** a Georgia limited liability company, the owner and/or operator of the Atlanta Falcons Training Complex located at 4400 Falcon Parkway, Flowery Branch, GA 30542 ("Falcons"). The County, City, and Falcons may be referred to collectively as the "Parties."

ARTICLE I

PURPOSE AND DEFINITIONS

Section 1.1 Purpose.

The purpose of this Agreement is to establish the respective responsibilities of the Parties concerning the design, funding, construction, administration, and cost sharing of stormwater improvements to be constructed in the vicinity of Hog Mountain Road, Falcon Parkway (State Route 13), and the Atlanta Falcons Training Complex (the "Project").

Section 1.2 Definitions.

For purposes of this Agreement, the following terms shall have the meaning set forth below:

"Project Costs" shall mean all costs incurred or to be incurred by the County in connection with the Project, including, without limitation, the construction contract amount; approved change orders; engineering, surveying, geotechnical services, inspection, testing, utility coordination, permitting, environmental compliance, traffic control, construction administration, legal advertising, contractor claims approved by the County, unforeseen conditions, material price escalations, applicable taxes and fees, warranty work performed by third parties if necessary, and any other reasonable and necessary costs incurred by the County to complete the Project.

"Construction Contract" means the contract awarded by Hall County to the contractor selected through the County's competitive procurement process, together with any amendments or approved change orders thereto.

ARTICLE II

FINDINGS.

The Parties acknowledge and agree as follows:

A. The Project will improve stormwater management, drainage, roadway infrastructure, and public safety within the Project area.
B. The design has been completed and permitted by GDOT.
C. The County has solicited competitive bids for construction of the Project in accordance with applicable law and intends to award the construction contract to the lowest responsive and responsible bidder.
D. The Parties desire that the County administer the Project on behalf of all funding partners.
E. The Parties desire to memorialize their respective financial obligations relating to the Project.
F. The Parties acknowledge that the Project provides substantial public benefits through improved stormwater management, roadway safety, and drainage infrastructure while also benefiting the Atlanta Falcons Training Complex.
G. The Parties desire to cooperate in funding the Project in a manner that allocates the financial responsibility for Project Costs in accordance with this Agreement.
H. The Parties acknowledge that, although the Project is located primarily within right-of-way maintained by the Georgia Department of Transportation, the Project provides regional public benefits, including improved stormwater management, roadway safety, protection of significant economic assets, and enhanced transportation infrastructure serving residents of the City and Hall County. In recognition of those benefits, the County and the City have agreed to make the respective contributions set forth in this Agreement.

ARTICLE III

PROJECT DESCRIPTION.

The Project generally consists of the construction of stormwater drainage improvements along Falcon Parkway (State Route 13) in the vicinity of Hog Mountain Road, as more particularly described in the engineering plans prepared for the Project and dated August 15, 2025.

The legal description, engineering plans, specifications, and project limits for the Project are attached hereto as **Exhibit A** and incorporated herein by this reference.

Notwithstanding anything contained herein to the contrary, all work performed within or affecting any right-of-way owned, maintained, or controlled by the Georgia Department of Transportation shall be subject to all applicable permits, approvals, standards, and requirements of GDOT. Nothing in this Agreement shall be construed as authorizing any work within GDOT right-of-way except as permitted or otherwise approved by GDOT.

ARTICLE IV

COUNTY RESPONSIBILITIES.

The County shall:

A. Award and administer the Construction Contract.

B. Serve as the lead governmental entity for the Project.

C. Coordinate construction scheduling.

D. Review contractor pay applications.

E. The Georgia Department of Transportation ("GDOT") is the lead agency for inspection of the work; however, the County shall provide supplemental inspection assistance as requested or needed.

F. Process and approve change orders in accordance with County procurement policies.

G. Maintain Project accounting records.

H. Coordinate with GDOT regarding Local Maintenance and Improvement Grant ("LMIG") reimbursement requirements.

I. In consultation with GDOT and at GDOT's direction, enforce the Construction Contract.

J. Resolve claims, disputes, and requests for equitable adjustment submitted by the contractor.

K. The County shall retain sole authority to administer the construction contract.

ARTICLE V

CITY RESPONSIBILITIES.

The City shall:

A. Contribute the sum of Twenty Thousand Dollars ($20,000.00) toward the Project.

B. Remit payment to the County within thirty (30) days after receipt of a written request for payment from the County, but in no event later than the commencement of construction of the Project unless otherwise agreed in writing by the County.
C. Cooperate with the County throughout construction.
D. Execute any documents reasonably necessary to facilitate completion of the Project.

ARTICLE VI

FALCONS RESPONSIBILITIES.

The Falcons shall:

A. Cooperate with the County during construction.
B. Authorize and permit the County and its contractors, subcontractors, agents, and representatives to enter upon those portions of the Falcons' property reasonably necessary to construct and complete the Project and to perform all work shown on the approved construction plans, including any paving, striping, grading, restoration, and other work associated with or incidental to the Project.
C. Reasonably coordinate construction activities (including all scheduling) that impacts Falcon's operations.
D. Pay all Project Costs remaining after application of:
    a. GDOT LMIG funding;
    b. The County's contribution; and
    c. The City's contribution.
E. Execute any documents reasonably necessary to facilitate completion of the Project.

ARTICLE VII

PROJECT FUNDING.

The Parties presently anticipate funding the Project as follows:

Funding Source	Amount
GDOT LMIG Funds	**$100,000**
Hall County	**$100,000**
City of Flowery Branch	**$20,000.00**
Falcons	**Remaining Project Costs**

The Parties acknowledge that the current Construction Contract amount estimate is **Three Hundred Forty-One Thousand Six Hundred Six Dollars and Fifty Cents ($341,606.50)**.

The Parties to this Agreement recognize that an overage of **Seventeen Thousand Five Hundred Dollars ($17,500)** is expected due to a delay in commencing the work contemplated by this Agreement until after the Falcons complete their Fall 2026 training camp. With the expected overage, the total expected cost of the project is **Three Hundred Fifty-Eight Thousand Three Hundred Six Dollars and Fifty Cents ($358,306.50)**. Per this Agreement, the Falcons shall be responsible for the expected overage in addition to the remaining costs as stated above.

The Parties acknowledge that the Construction Contract amount is an estimate of the anticipated cost of construction and that the final Project Costs may increase or decrease due to approved change orders, quantity adjustments, unforeseen conditions, contractor claims, delays, or other circumstances occurring during construction.

ARTICLE VIII

FALCONS FUNDING OBLIGATION.

The Falcons acknowledge that the contribution identified above is an estimate only.

After application of the GDOT LMIG contribution, the County's contribution, and the City's contribution described in this Agreement, the Falcons shall pay all remaining Project Costs incurred in connection with completion of the Project.

The Falcons expressly acknowledge that their financial obligation under this Agreement is not limited to the estimated contribution shown in Article VII.

ARTICLE IX

COUNTY CONTRIBUTION LIMITATION.

Nothing contained herein shall obligate the County to expend funds in excess of **One Hundred Thousand Dollars ($100,000.00)** unless expressly authorized by the Hall County Board of Commissioners in a duly called public meeting and the Hall County Board of Commissioners shall have no obligation to approve such additional funding. The Parties acknowledge that the Falcons assume responsibility for all Project Costs exceeding the combined contributions identified in Article VII.

ARTICLE X

PAYMENT PROCEDURES.

The County may submit invoices to the Falcons periodically during construction, upon the occurrence of approved Project Costs, or following final completion of the Project.

The County shall provide reasonable supporting documentation with each invoice, including, as applicable, contractor pay applications, approved change orders, invoices, or other documentation evidencing the Project Costs for which reimbursement is sought.

The Falcons shall have the right, upon reasonable advance notice during normal business hours, to inspect and copy the County's invoices and supporting documentation relating to the Project Costs for which reimbursement is sought. Such inspection shall be conducted at the County's offices or such other mutually agreeable location and shall not unreasonably interfere with the County's administration of the Project.

Payment shall be due within **thirty (30) days** after the Falcons' receipt of an invoice.

Any portion of an invoice disputed by the Falcons shall be identified in writing within fifteen (15) days after receipt of the invoice. The Parties shall work in good faith to resolve any such dispute; however, the undisputed portion of the invoice shall remain due and payable in accordance with this Article.

Any amount remaining unpaid more than thirty (30) days after the due date shall accrue interest as the maximum rate permitted by applicable law, calculated from the date such payment became due until paid in full.

ARTICLE XI

CHANGE ORDERS.

The County shall have sole authority to approve change orders in accordance with County procurement policies.

The Falcons agree that approved change orders shall constitute reimbursable Project Costs under this Agreement.

Nothing herein shall require prior approval by the City or Falcons before the County approves a change order reasonably necessary to complete the Project.

ARTICLE XII

OWNERSHIP AND MAINTENANCE.

Ownership of the completed improvements shall vest in the governmental entity or other person owning the real property or public right-of-way upon which such improvements are constructed, unless otherwise agreed in writing by the Parties.

Nothing in this Agreement shall be construed to alter, transfer, or affect the ownership, jurisdiction, operation, maintenance, or control of any state highway or state highway right-of-way, or to impose any obligation upon the Georgia Department of Transportation. Any work performed within the State Route 13 right-of-way shall remain subject to all applicable permits, approvals, standards, and requirements of the Georgia Department of Transportation.

Maintenance of improvements located within the State Route 13 right-of-way shall remain the responsibility of the Georgia Department of Transportation to the extent provided by applicable law and GDOT policy. Nothing in this Agreement shall be construed as creating any maintenance obligation on the part of GDOT beyond those otherwise existing under law.

ARTICLE XIII

DEFAULT.

Should any Party fail to perform its obligations under this Agreement, the non-defaulting Parties shall provide written notice specifying the default.

The defaulting Party shall have 30 days to cure.

If the Falcons fail to satisfy their payment obligations, the County may pursue all remedies available at law or equity to recover unpaid Project Costs. The prevailing Party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and litigation expenses to the extent permitted by Georgia law.

ARTICLE XIV

FORCE MAJEURE.

No Party shall be considered in default under this Agreement to the extent that the performance of its obligations is delayed or prevented by acts of God, governmental action, war, terrorism, labor disputes, utility failures, fire, flood, severe weather, epidemics, pandemics, or other causes beyond the reasonable control of the affected Party.

A Party claiming relief under this Article shall provide the other Parties with prompt written notice of the event, its anticipated duration, and the efforts being undertaken to

mitigate the delay. The affected Party shall resume performance as soon as reasonably practicable following the cessation of the force majeure event.

ARTICLE XV

SOVEREIGN IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability available to the County or the City under the Constitution or laws of the State of Georgia. Any waiver of sovereign immunity must be expressly authorized by the Constitution and laws of the State of Georgia, and no provision of this Agreement shall be interpreted as creating such a waiver.

ARTICLE XVI

TERM.

This Agreement shall become effective upon execution by all Parties and shall remain in effect until:

A. Completion of the Project;
B. Payment of all Project Costs;
C. Expiration of applicable warranty obligations; or
D. Earlier termination by written agreement of all Parties.

ARTICLE XVII

MISCELLANEOUS.

Section 17.1. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, representations, understandings, and agreements, whether oral or written, relating thereto.

Section 17.2. Amendments.

This Agreement may be amended only by a written instrument executed by all Parties.

Section 17.3. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of Hall County, Georgia.

Section 17.4. Authority to Execute.

Each individual executing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and to bind such Party to the terms and conditions contained herein.

Section 17.5. No Third-Party Beneficiaries.

This Agreement is entered into solely for the benefit of the Parties. Nothing contained herein shall be construed to create any rights or benefits in favor of any third party, nor shall any third party have any right to enforce any provision of this Agreement.

Section 17.6. Relationship of the Parties.

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, fiduciary relationship, employer-employee relationship, or other legal association among the Parties. Each Party shall remain an independent entity responsible for its own actions and obligations.

Section 17.7. Limitation on City's Obligations.

In consideration of the City's contribution toward the Project, the County and the Falcons acknowledge and agree that the City's obligations under this Agreement are limited to the financial contribution expressly provided herein and the cooperation and other obligations expressly set forth in Articles V and VII. The City's contribution to the Project shall not create or impose upon the City any obligation to design, construct, administer, inspect, operate, maintain, repair, replace, or reconstruct any portion of the Project, and neither the County nor the Falcons shall assert any claim against the City for additional funding, contribution, maintenance, or other costs relating to the Project, except as may be expressly agreed to by the City in writing.

Section 17.8. Assignment.

No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties; provided, however, that the Falcons may assign this Agreement to an affiliated entity that owns or operates the Atlanta Falcons Training Complex upon written notice to the County and the City, provided that such assignee expressly assumes all obligations under this Agreement.

Section 17.9. Further Assurances.

The Parties agree to execute such additional documents and take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement.

Section 17.10. Headings.

The article and section headings contained in this Agreement are for convenience of reference only and shall not be construed to define, limit, or otherwise affect the meaning of any provision of this Agreement.

Section 17.11. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided that the essential purposes of this Agreement are not materially impaired.

Section 17.12. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 17.13. Electronic Signatures.

The Parties agree that this Agreement may be executed and delivered by electronic signature or in portable document format (PDF), each of which shall be deemed an original and shall have the same force and effect as an original handwritten signature.

ARTICLE XVIII

NOTICES.

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given upon personal delivery, one (1) business day after deposit with a nationally recognized overnight courier, or three (3) business days after deposit in the United States Mail, postage prepaid, addressed as follows:

County:

Hall County
Attn: County Administrator
2875 Browns Bridge Road
Gainesville, GA 30504

City:

City of Flowery Branch
Attn: City Manager

5410 Pine Street, Flowery Branch, GA 30542

Falcons: (Get contact info)	Atlanta Falcons Football Club, LLC Attn: Spencer Treadwell 4400 Falcon Parkway Flowery Branch, GA30542

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the Effective Date.

HALL COUNTY, GEORGIA

By: _____
Chairman, David Gibbs

Attest:

_____
Jennifer Rivera, County Clerk

Approved as to Form:

_____
Justin R. Lawhon, County Attorney

CITY OF FLOWERY BRANCH

By: _____
Mayor/City Manager

CITY OF FLOWERY BRANCH CHARTERED 1874 GEORGIA

Attest:

City Clerk

ATLANTA FALCONS FOOTBALL CLUB, LLC

By: Spencer Treadwell

Name: Spencer Treadwell

Title: SVP, Operations

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 418/2026

SUBJECT: Approval and authorization for the Chairman to execute the Georgia Department of Transportation (GDOT) FY 2026 Local Maintenance Improvement Grant (LMIG) application and cover letter for SR 13 at Hog Mountain Road drainage improvements, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. The estimated funding assistance amount is $100,000.00. A 30% local match is required.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approval and execution

Purpose of Request:
Approval and authorization for the Chairman to execute the Georgia Department of Transportation (GDOT) FY 2026 Local Maintenance Improvement Grant (LMIG) application and cover letter for State Route (SR 13) at Hog Mountain Road drainage improvements, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. The estimated funding assistance amount is $100,000.00. A 30% local match is required.

History:

On June 2, 2026, GDOT provided a funding assistance committment letter utilizing LMIG funding for $100,000.00 towards the SR 13 @ Hog Mountain Rd. drainage improvements project.

Facts and Issues:

Options:

The estimated total cost for the SR 13 @ Hog Mountain Rd. drainage improvements project is $341,606.50 GDOT LMIG funding will cover approximately $100,000.00, Flowery Branch funding will cover approximately $20,000.00, Hall County funding will cover approximately $100,000.00, and the Falcons funding will cover approximately $121,606.50.

Funding Requested	$ 341,606.50
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:

Submit	Approve	Grants	Budget
BC	JW	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
GDOT LMIG Cover Letter
GDOT LMIG Application
Approved GDOT Encroachment Permit
GDOT LMIG Funding Assistance Letter

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 418/2026

Funds Requested: $ 341,606.50

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$20,000.00
2027	TBD	4971-ENGINEERING	541400-INFRASTRUCTURE	$121,606.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: (678) 622-0426

Hall County Government
BOARD OF COMMISSIONERS

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
David Gibbs

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

INTERIM
COUNTY ADMINISTRATOR
John T. Gentry, Jr.

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

Mr. Bill Wright
Local Grants Administrator
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

RE: 2026 Drainage Repair State Route 13/Hog Mtn Rd (PI #S016175)

Dear Mr. Wright,

Please find enclosed a copy of Hall County's proposed 2026 Drainage Repair at State Route 13/Hog Mountain Road (PI #S016175). Hall County is requesting $100,000.00 of FY 2026 funds be allotted for this drainage repair. The project report is included for your convenience.

The FY 2025 LMIG project shall be completed by June 30, 2026 and the FY 2024 LMIG project is awaiting the final invoice for payment. The Associated Statement of Final Expenditures for both projects shall be submitted upon completion. All required final documentation for previous LMIG funding years has been submitted and validated.

Hall County is extremely appreciative of your assistance and cooperation in making these projects possible in aiding in the improvement of our community.

Sincerely,

David Gibbs
Commission Chairman
Hall County Board of Commissioners

Enclosures
CC: Mr. Bill Wright, Local Grants Administrator

Georgia Department of Transportation

Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 2, 2026

The Honorable David Gibbs, Chairman
Hall County Board of Commissioners
P.O. Box Drawer 1435
Gainesville, Georgia 30503

RE: Funding Assistance for storm drain repairs on State Route 13 at Hog Mountain Road

Chairman Gibbs:

The Department has approved the County's funding assistance request for drainage repairs on State Route 13 at Hog Mountain Road. The funding assistance only applies to work within the state right of way. The Department will commit up to **$100,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the County.

To receive the funds, please provide the following items:

1. Application (see attached)
2. Approved GDOT Encroachment Permit
3. Bid Tabulations for the work

Please submit required information to wwright@dot.ga.gov or the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at 404-347-0231 or wwright@dot.ga.gov.

Sincerely,

Bill Wright Digitally signed by Bill Wright
DN: C=US, E=wwright@dot.ga.gov, O=GDOT, OU=Local Grants Office, CN=Bill Wright
Date: 2026.06.02 15:31:16-04'00'

Bill Wright
Local Grants Administrator

Cc: The Honorable Drew Echols, Georgia State Senate
The Honorable Matt Dubnik, Georgia House of Representatives
The Honorable Derrick McCollum, Georgia House of Representatives
The Honorable Emily Dunn, State Transportation Board
John Gentry, Interim Hall County Administrator
Jason Dykes, P.E., District Engineer
Charles 'Skip' Arnhart, District 1 State Aid Coordinator

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
    a. Overview of type of project(s) being requested
    b. Status of previous LMIG funding
    c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
    a. Signature of Mayor or County Commission Chairperson
    b. County/City Seal (Required)
    c. Notary signature and seal (Required)
3. The Certification of Compliance with Annual Immigration Reporting Form shall include the following:
    a. Signature of Authorized Officer or Agent for the Local Government
    b. Title of the Authorized Officer or Agent for the Local Government
    c. Date of signature
4. Project List including a brief description of work to be done at each location.
5. Statement of Final Expenditures Form
    a. Once the project is finished, please email a completed form to your District State Aid Coordinator or to LocalGrantsProgram@dot.ga.gov.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 26

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: HALL COUNTY
Address: 2875 BROWNS BRIDGE ROAD, GAINESVILLE GA 30504
Contact Person and Title: JERRY BAGGETT, SENIOR CIVIL ENGINEER
Contact Person's Phone Number: 770.531.6800
Contact Person's Fax Number: N/A
Contact Person's Email: JBAGGETT@HALLCOUNTY.ORG

Is the Priority List attached? YES

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, DAVID GIBBS (Name), the CHAIRMAN (Title), on behalf of HALL COUNTY BOARD OF COMMISSION (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 26

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____(Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL **(required)**:

_____
E-Verify Number

Sworn to and subscribed before me,

This____ day of _____, 20____.

In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

NOTARY SEAL **(required)**:

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

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

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

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

_____

Signature of Authorized Officer or Agent

_____

Printed Name of Authorized Officer or Agent

_____

Title of Authorized Officer or Agent

_____

Date

Form Date - May 10, 2024

FY 26 **LMIG PROJECT LIST** COUNTY / CITY HALL

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
ST. RT. 13 @ HOG MOUNTAIN ROAD	ST. RT. 13	HOG MOUNTAIN ROAD	N/A	DRAINAGE REPAIR PIPE REPLACEMENT	$358,359.00	AUGUST 2026

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

10/8/2025

Spencer Treadwell
4400 Falcons Parkway
Flowery Branch, GA, 30542

Dear Applicant,
RE: 7410 - Special Encroachment - Non-Limited - A-139-012469-1, 00001300, 6.2 - 6.6, Hall

Your permit application to perform specified work within the right of way limits of the above referenced State Highway has been duly executed on behalf of the Department of Transportation. However, construction work as approved by the permit must begin within 90 days of this approval letter or the permit will be void. Your permit copy has been forwarded to Joshua Richard Welborn, Area Permit Inspector. His/her address is District One-Gainesville, 2594 Gillsville Hwy, Gainesville, GA, 30507. His/her phone number is 770-531-5880

It will be necessary for you or your representative to contact the Area Permit Inspector to claim your permit copy and identification sign, discuss the beginning of construction date, and methods of complying with permit requirements. He/She will set the time that he/she can furnish personnel for the required supervision of your work. Please contact him/her at least 24 hours in advance of your planned construction beginning time. It is suggested that you contact her/her by telephone before any personal visits. Your approved permit and a copy of the approved plans are required to be kept on the construction site at all times during construction.

With this approval, as the applicant, you agree to make any utility relocation or adjustments deemed necessary by the Area Permit Inspector, and abide by the special requirements attached to the application.

The Performance Bond, is uploaded in the miscellaneous section of the above subject permit. Before the Area Permit Inspector can give you the approved permit, you must deliver the completed Performance Bond in the amount of $35000 to him/her. It is again suggested that you contact him/her by telephone before any personal visits. The bond will be reviewed for accuracy at the Area Permit Inspectors office. If any changes are necessary, they must be corrected before the approved permit can be given to you.

Please notify the Area Permit Inspector upon completion of work under this permit so that a final inspection may be conducted. Upon approval of completed work, you will be released from the performance bond or escrow. You should request said inspection only after you feel that all work has been completed in compliance with all requirements and a satisfactory stand of grass has been obtained. No work under this permit is to be considered accepted by the Department until you are so notified in writing by the District Engineer.

Special Requirements: None

Yours very truly,

Jonathan Taylor M. Peevy
District Engineer

Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 2, 2026

The Honorable David Gibbs, Chairman
Hall County Board of Commissioners
P.O. Box Drawer 1435
Gainesville, Georgia 30503

RE: Funding Assistance for storm drain repairs on State Route 13 at Hog Mountain Road

Chairman Gibbs:

The Department has approved the County's funding assistance request for drainage repairs on State Route 13 at Hog Mountain Road. The funding assistance only applies to work within the state right of way. The Department will commit up to **$100,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the County.

To receive the funds, please provide the following items:

1. Application (see attached)
2. Approved GDOT Encroachment Permit
3. Bid Tabulations for the work

Please submit required information to wwright@dot.ga.gov or the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at 404-347-0231 or wwright@dot.ga.gov.

Sincerely,

Bill Wright

Digitally signed by Bill Wright
DN: C=US, E=wwright@dot.ga.gov, O=GDOT, OU=Local Grants Office, CN=Bill Wright
Date: 2026.06.02 15:31:16-04'00'

Bill Wright
Local Grants Administrator

Cc: The Honorable Drew Echols, Georgia State Senate
The Honorable Matt Dubnik, Georgia House of Representatives
The Honorable Derrick McCollum, Georgia House of Representatives
The Honorable Emily Dunn, State Transportation Board
John Gentry, Interim Hall County Administrator
Jason Dykes, P.E., District Engineer
Charles 'Skip' Arnhart, District 1 State Aid Coordinator

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
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    c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
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    c. Notary signature and seal (Required)
3. The Certification of Compliance with Annual Immigration Reporting Form shall include the following:
    a. Signature of Authorized Officer or Agent for the Local Government
    b. Title of the Authorized Officer or Agent for the Local Government
    c. Date of signature
4. Project List including a brief description of work to be done at each location.
5. Statement of Final Expenditures Form
    a. Once the project is finished, please email a completed form to your District State Aid Coordinator or to LocalGrantsProgram@dot.ga.gov.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20_____

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____
Address: _____
Contact Person and Title: _____
Contact Person's Phone Number: _____
Contact Person's Fax Number: _____
Contact Person's Email: _____

Is the Priority List attached? _____

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____(Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20_____

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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Local Government:

_____(Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL **(required)**:

_____
E-Verify Number

Sworn to and subscribed before me,

This____ day of _____, 20____.

In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

NOTARY SEAL **(required)**:

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

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

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

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

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

FY _____ **LMIG PROJECT LIST** COUNTY / CITY _____

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date

Georgia Department of Transportation

FY _____

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: _____

COUNTY: _____

CITY: _____
(Leave Blank if this is a County Government)

SUBMITTED BY: _____
(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: $ _____
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: $ _____
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: $ _____
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: $ _____
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

Has the approved project list been revised? ◯ **Yes** ◯ **No**

If yes, attach new project list to this form.

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY _____ LMIG Program.

Authorized Local Government Official Signature: _____

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____
(DISTRICT ENGINEER SIGNATURE)

Revised 3/11/2026

Department of Transportation
State of Georgia
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

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AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 442/2026

SUBJECT: Approve the award of Task Order #2026-041 for SR 13/Hog Mountain Drainage Improvements for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated cost is $341,607.00.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of Task Order #2026-041 for SR 13/Hog Mountain Drainage Improvements for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated cost is $341,607.00.

History:

This vendor is in good standing with the County.

Facts and Issues:
Roadway improvements along SR 13 that reroute drainage and avoid impacts to private property.

There is an MOA being developed that outlines funding commitments to include $100,000 from GDOT (LIMG), $20,000 from City of Flowery Branch, $100,000 from Hall County, and the project balance (approximately $121,606.50 plus any change orders) from the Falcons organization.

Options:

Funding Requested	$ 341,606.50
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	Purchasing	Budget
JG	JG	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JR	CR	JR

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Task Order #2026-041

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 442/2026

Funds Requested: $ 341,606.50

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$20,000.00
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$100,000.00
2027	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$121,606.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: 770-531-6800

TO#: 2026-041 - SR13/Hog Mountain Drainage Improvements			Strickland & Sons Pipeline, Inc.	Multiplex, LLC	Allied Paving Contractors	Simpson Trucking & Grading
			Price	Price	Price	Price
	Total		$341,606.50	$504,158.00	$703,687.50	No Response

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: July 7, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 2026-041

Bid/Contract Name: SR 13 – Hog Mountain Drainage Improvements

Department(s) Requesting Contract: Public Works

Award Recipient Name: Strickland & Sons Pipeline, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $341,606.50

☐ Product Contract Estimated Amount: N/A

Comment:

The purpose of this project is to make roadway improvements along SR 13 that reroute drainage and avoid impacts to private property.

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

Task Order#: 2026-041

SR13/Hog Mountain Drainage Improvements

Public Works Contractors - Contract#: 44-004

PROJECT DESCRIPTION

Hall County, Georgia's Public Works & Utilities Department is requesting Task Order bids to make necessary drainage improvements to SR13/Hog Mountain Road.

Task Order bids must be received or emailed by **2:00 P.M. on Thursday, April 9, 2026**, on the 4th floor of the Hall County Government Center, located at 2875 Browns Bridge, Gainesville, GA 30504. Email bids to mhawkins@hallcounty.org.

SCHEDULE OF EVENTS

Release Date: 3/25/2026
Site Visit: N/A
Bidder Questions Due Date: 4/1/2026
Response to Bidder Questions Due Date: 4/3/2026
Bid Due Date: Thursday, 4/9/2026, by 2:00 P.M.

SCOPE OF WORK

See attachments for details. The quantities shown in the attachment are guidance only. The contractor is to verify quantities.

Please provide detailed pricing on the attachment, to total the one lump sum amount below.

Bid Lump Sum Amount $ 341,606.50

Sign below and return to mhawkins@hallcounty.org

Strickland & Sons Pipeline, Inc.
(Full Legal Corporate Name)

By: _____

Title: President

Print Name: Robert F Strickand

Date: 7/7/2026

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 566/2026

SUBJECT: Approve the release of a $488,984.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, and sidewalks in Ponderosa Farm Unit I Subdivision. Commission District 1.

Meetings:

Work Session Date: 09/08/26

Voting Meeting Date: 09/10/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the release of a $488,984.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, and sidewalks in Ponderosa Farm Unit I Subdivision. Commission District 1.

History:

Facts and Issues:
Acceptance into Hall County Maintenance is not recommended at this time as the roads in Phase 1 are the only access into Phase 2. Once the roads in Phase 2 are ready to be accepted, Phase 1 roads will be reinspected for acceptance at the same time as Phase 2 roads.

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Guaranty Performance/Maintenance Agreement
Final Plat Information

Docusign Envelope ID: 0360F2FE-0E03-4E57-9C46-4E8F32A620F9

Bond No. 47SUR300214011520

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Clayton Properties Group, Inc. dba Chafin Land Development (owner/principal, hereinafter referred to as "Principal"), and Berkshire Hathaway Specialty Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $488,984.00* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, , Clayton Properties Group, Inc. dba Chafin Land Development (principal) is owner of the Subdivision known as Ponderosa Farm Unit 1 Subdivision, which subdivision is shown on a plat prepared by Thomas & Hutton , Georgia Registered Surveyor Number 3121, and

WHEREAS, , Clayton Properties Group, Inc. dba Chafin Land Development (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Ponderosa Farm Unit 1 Subdivision for recording purposes, and

WHEREAS, , Clayton Properties Group, Inc. dba Chafin Land Development (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Ponderosa Farm Unit 1 Subdivision for public maintenance, Clayton Properties Group, Inc. dba Chafin Land Development (principal) and Berkshire Hathaway Specialty Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, , Clayton Properties Group, Inc. dba Chafin Land Development (principal) agrees that all construction of the street system of Ponderosa Farm Unit 1 Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

, Clayton Properties Group, Inc. dba Chafin Land Development (principal), and Berkshire Hathaway Specialty Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on the recorded final plat within three (3) years of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer or traffic signs in Ponderosa Farm Unit 1 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, Berkshire Hathaway Specialty Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Clayton Properties Group, Inc. dba Chafin Land Development (principal) and Berkshire Hathaway Specialty Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Berkshire Hathaway Specialty Insurance Company (surety) from Hall County authorizing release of, Clayton Properties Group, Inc. dba Chafin Land Development (principal) and Berkshire Hathaway Specialty Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on January 29, 2026 (Date) and expires on January 29, 2028 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

Docusign Envelope ID: 0360F2FE-0E03-4E57-9C46-4E8F32A620F9

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

29th day of January, 2026.

- Clayton Properties Group, Inc.
PRINCIPAL

By: _____
(Corporate Officer or other authorized representative)

Principal's Address:
5230 Belle Wood Court
Buford, GA 30518

- Berkshire Hathaway Specialty Insurance Company
SURETY

By: _____
Jessica Hernandez, Attorney-in-Fact (Authorized Representative)

Surety's Address:
1314 Douglas Street, Suite 1400
Omaha, NE 68102 - 1944

- Approved:
Hall County
By: _____
(Chairman)

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

47-SUR-300214-01-1520

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jessica Hernandez, Kimberly Bragg, Sarah E. Green, Saykham Chanthasone, Josefina Rojo, John P. Harney, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-In-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 29, 2026.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at jennifer.porter@bhspecialty.com. *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

Final Plat Information

Consider Release of $488,984.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Ponderosa Farm Unit 1 Subdivision. All sidewalks are in and roads are complete.

Subject Subdivision is located off Ponderosa Farm Road

NAME OF SUBDIVISION:	Ponderosa Farm Unit 1
NAME OF OWNER/DEVELOPER:	Clayton Properties Group, Inc.
ADDRESS:	5230 Belle Wood Court Buford, GA 30518
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	January 29, 2026
AMOUNT OF BOND:	$488,984.00
FINANCIAL INSTITUTION:	Berkshire Hathaway Specialty Insurance Company
AND ADDRESS:	1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944
Account No.:	47SUR300214011520

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Windridge Parkway	50	1361.81	20	P.M.	----
1	Bancroft Lane	50	423.08	20	P.M.	----
1	Milford Drive	50	1108.35	20	P.M.	----
1	Baymont Drive	50	1006.58	20	P.M.	----

NOTES:

NUMBER OF LOTS:	89
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	30.31 AC

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 503/2026

SUBJECT: **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road | Rezone |** from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1 & I-1 (C); Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt), 15020A000011(pt) **| Proposed Use: Industrial Park |** Commission District 3 **| Danji, LLC, applicant**

Note: Tabled at the July 23, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends **approval, with conditions,** as the proposed zoning is consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.

1. The property shall be developed in accordance with the site plan dated May 12, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026.
3. Transitional buffers adjacent to residential uses and zoning districts shall comply with the Gateway Corridor Overlay District standards.
4. Signage shall comply with the Unified Development Code unless a variance is obtained.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request: **History:**

2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road | Rezone | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1 & I-1 (C); Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt), 15020A000011(pt) | **Proposed Use: Industrial Park** | Commission District 3 | **Danji, LLC, 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			
JR			

Attachments:
Board Memo
UTD Proffered Condition from Applicant
Board Memo with Grading and Proffered Conditions from Applicant
Staff Report
Application
Narrative
Site Plan
Survey
Plat
Maps
Deeds
Development of Regional Impact Application
Trip Generation Memo
Traffic Study
Water Availability
Sewer Availability
Environmental Health Comment
GDOT Comment
Gainesville Public Works Comment
Public Works Comment
Public Works Traffic Study Review Memo
Fire Comment
Public Comment - from Rebekah Ayers
Public Comment - from Seth Vining
Public Comment - from Gary Ramey
Notice Sign
September 10, 2026 Notice Signs

Hall County Government
PLANNING AND ZONING

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

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

From: Katie Ahmed, Planning & Zoning Director

Date: August 20, 2026

Subject: **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road** | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1 & I-1 (C); Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt), 15020A000011(pt) | **Proposed Use: Industrial Park** | Commission District 3 | **Danji, LLC, applicant**

Dear Mr. Chairman and District Commissioners,

This application was tabled at July 23, 2026, Board of Commissioners meeting to the September 10, 2026, with the Board's directive that the applicant provides a Traffic Impact Study. The study, prepared by Keck + Wood and dated August 7, 2026, was received by staff on August 12, 2026. Brent Cook, Assistant Public Works Director, has reviewed the study and offers the following comments summarized below. Original edits are found within the Traffic Study itself.

- Title Page:
  - Detail corrections such as verifying the correct description of the GDOT project
- Section 1.2: Proposed Development
  - Identify "multi-use path along the frontage."
- Section 1.3: Planned Transportation Improvements
  - Detail corrections
- Section 1.4: Roadways
  - Add "Sandra Deal Elementary" as a land use along Ramsey Road; Add "multi-use path exists on White Sulphur Road in the study limits and is included in the section under construction.
- Section 2.2: Background Growth
  - Verify the growth rate is consistent with MPO's MTP growth rate.
- Section 2.3: Study Scenarios
  - Detail corrections

- Sections 4.1 & 4.2: Distribution & Assignment of Project-Generated Trips
  - Comment: “Distribution and assignment (of project-generated trips) seems to be inconsistent with the proximity of the Blue Ridge Connector.”
- Section 7- Conclusions:
  - Left out reference to PI000731
  - Comment: “I can’t support 6 driveways. Interparcel access needs to be considered. While ISD (Intersection Sight Distance) is not usually included in a TIS (Traffic Impact Study), the terrain needs to be considered.

The applicant has been notified that the application cannot be considered complete until all comments from the Public Works review have been addressed. These comments were provided to the applicant on August 19, 2026.

Updated conditions were presented by Staff at the July 23, 2026, Board of Commissioners meeting and will be re-evaluated once staff determines that the Traffic Impact Study is adequate.

If the updated Traffic Impact Study is received and accepted by Staff in time for Board consideration, an updated Memorandum will be provided prior to the September 10, 2026, Board meeting.

TRAFFIC IMPACT STUDY

Danji Site Development

~~US 23/SR 365/Cornelia Highway~~ |
White Sulphur Road
Gainesville, GA

Keck & Wood Project No.
260238.00

August 7, 2026

Prepared by:

Keck+Wood
COLLABORATION BY DESIGN

3090 Premiere Parkway, Suite 200, Duluth, GA 30097 | 678-417-4000 | keckwood.com

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1. INTRODUCTION

An industrial development, identified as the Danji Business Park, is proposed in Gainesville, Georgia along the south side of White Sulphur Road between Ramsey Road and US 23/SR 365/Cornelia Highway. A Traffic Impact Study was performed to determine the amount of new traffic that would be generated by the proposed development and how the new traffic would impact the existing roadway network. For the purpose of this study, US 23/SR 365/Cornelia Highway and White Sulphur Road will be considered in the east and west direction, while Ramsey Road will be considered in the north and south direction.

1.1. STUDY AREA

The study area is located to the south of White Sulphur Road in Gainesville, GA. Figure 1.1 presents the location of the project site and identifies the study intersections. Three (3) of the study intersections are existing and six (6) are driveways for the proposed development. The study intersections are listed below, with existing intersections indicated in bold.

1. **US 23/SR 365/Cornelia Highway at White Sulphur Road**
2. **US 23/SR 365/Cornelia Highway at Ramsey Road**
3. **White Sulphur Road at Ramsey Road**
4. White Sulphur Road at Site Driveway #1
5. White Sulphur Road at Site Driveway #2
6. White Sulphur Road at Site Driveway #3
7. White Sulphur Road at Site Driveway #4
8. White Sulphur Road at Site Driveway #5
9. White Sulphur Road at Site Driveway #6

1.2. PROPOSED DEVELOPMENT

The development will consist of three industrial buildings of varying sizes: a 50,000 square-foot building (Tract 1), a 650,000 square-foot building (Tract 2), and a 175,000 square-foot building (Tract 3). The proposed development will be positioned on 109.7 acres with 62.2 acres for the largest proposed building, 26 acres for the next largest building, and 21 acres for the smallest building.

Access to the site would be provided by six full access driveways along White Sulphur Road. One driveway will provide direct access to the 50,000 square-foot building, three driveways will provide access to the 650,000 square-foot building, and two driveways will provide access to the 175,000 square-foot building. The proposed site layout is provided in **Appendix A**. The proposed development is expected to be built out in the year 2031. Currently, the proposed project site is undeveloped and appears to contain no existing infrastructure (i.e., roads, paths, buildings).

2 multi use path is along the frontage

1.3. PLANNED TRANSPORTATION IMPROVEMENTS

A search for planned Georgia Department of Transportation (GDOT) projects in or near the study area was performed using the GDOT GeoPI web application (http://www.dot.ga.gov/DS/Maps/geopi#). Based on that search, one project was identified within the proposed study area.

- PI: S015986 – ~~Alignment~~ Realignment and Widening of White Sulphur Road and Cagle Road
  - This project includes the ~~alignment~~ realignment and widening of White Sulphur Road at US 23/SR 365/Cornelia Highway to Cagle Road. A second northwest-bound lane will be added on White Sulphur Road before transitioning into a right-turn lane for the Gainesville Inland Port entrance. This project will also create an additional left-turn lane from northbound US 23/SR 365/Cornelia Highway onto White Sulphur Road. Project completion is

verify this description

~~completion is~~ expected in Summer 2027.

- PI: 0020731 – Widening of US 23/SR 365/Cornelia Highway from I-985 to Belton Bridge Road
  - This project includes the widening of US 23/SR 365/Cornelia Highway from four (4) to six (6) lanes from I-985 to Belton Bridge Road. Additionally, the project will convert existing at-grade intersections to limited access interchanges at White Sulphur Road, Ramsey Road, and SR 52 in Lula. Project will also construct overpasses at Kubota Way and Cagle Road. The planned construction for this project is in 2037.

1.4. ROADWAYS

US 23/SR 365/Cornelia Highway is a four-lane, divided roadway that traverses east-west through the study area. It is classified as a principal arterial roadway with a posted 65-mph speed limit. Land uses consist primarily of industrial developments and vacant parcels along the roadway. Near the study area, there are no dedicated pedestrian or bicycle facilities.

Ramsey Road is a two-lane, undivided roadway that traverses north-south through the study area. It is classified as a local roadway with no posted speed limit sign in the vicinity of the project site. Land uses along the route consist primarily of industrial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

- add Sandra Deal Elementary

White Sulphur Road is a two-lane, undivided roadway that traverses east-west through the study area. It is classified as a major collector roadway with a posted 35-mph speed limit in the vicinity of the project site. Land uses along the route consist primarily of industrial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

- Multi use path exists on [redacted] WSR in the study limits & is included in the section under construction

1.5. INTERSECTIONS

The following nine (9) intersections were identified to be studied (existing intersections are in bold):

1. **US 23/SR 365/Cornelia Highway at White Sulphur Road**
2. **US 23/SR 365/Cornelia Highway at Ramsey Road**
3. **White Sulphur Road at Ramsey Road**
4. White Sulphur Road at Site Driveway #1
5. White Sulphur Road at Site Driveway #2
6. White Sulphur Road at Site Driveway #3
7. White Sulphur Road at Site Driveway #4
8. White Sulphur Road at Site Driveway #5
9. White Sulphur Road at Site Driveway #6

The existing lane geometries and intersection control types are presented in Figure 1.2.

Figure 1.1 – Aerial View of Study Area

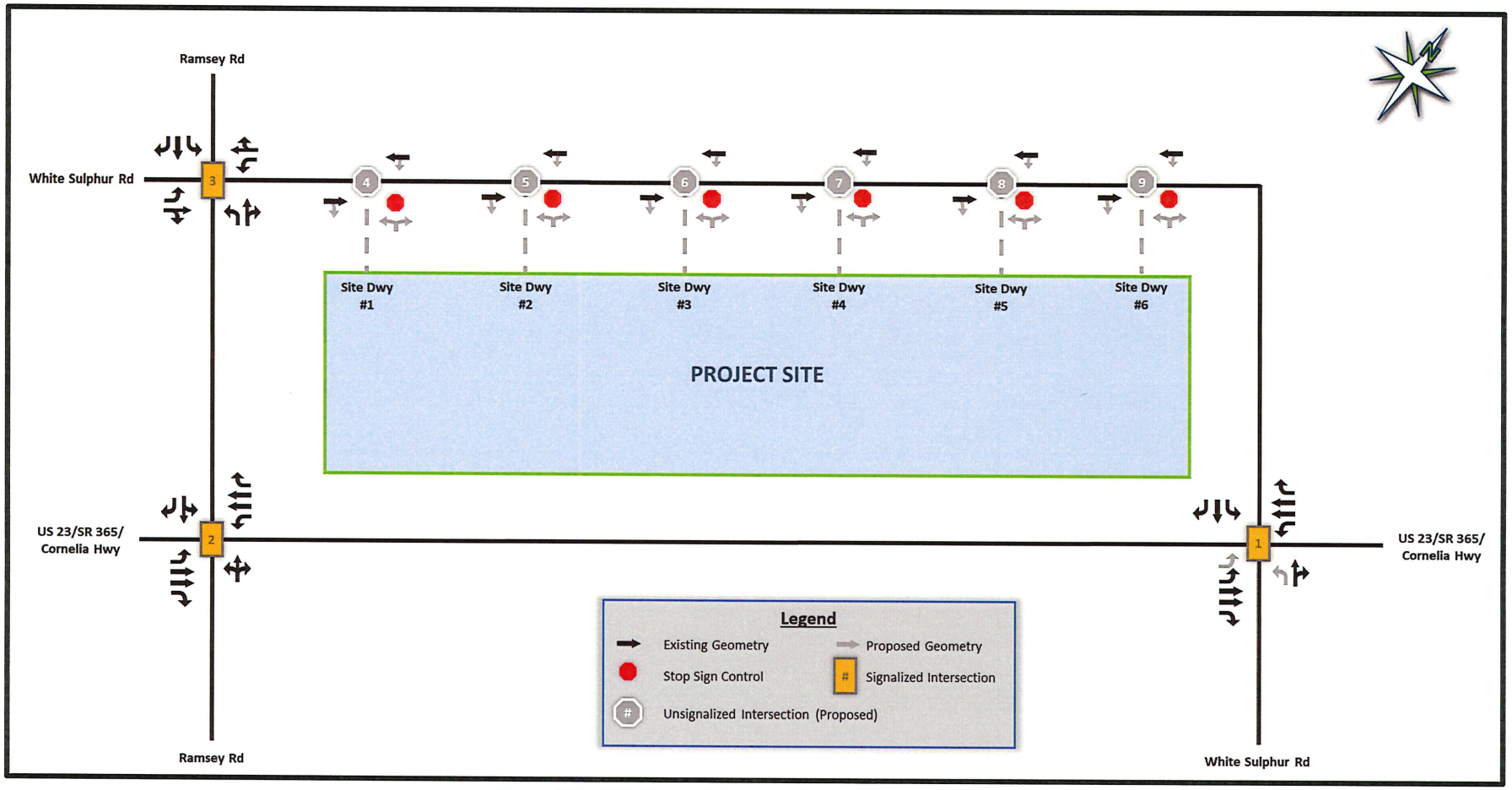

Figure 1.2 – Existing and Proposed Intersection Geometries

2. TRAFFIC ANALYSIS AND METHODOLOGY

2.1. TRAFFIC DATA COLLECTION

The traffic data for this project was collected on Tuesday, May 12, 2026. The following traffic counts were collected:

- 3 – 4-Hour TMCs (6:00 am to 8:00 am & 4:00 pm to 6:00 pm)
  - US 23/SR 365/Cornelia Highway at White Sulphur Road
  - US 23/SR 365/Cornelia Highway at Ramsey Road
  - White Sulphur Road and Ramsey Road
- 1 – 24-Hour Bi-Directional Classification Tube Counts
  - White Sulphur Road east of Ramsey Road

The traffic counts obtained for this study are included in **Appendix B**.

2.2. BACKGROUND GROWTH

A build-out year of 2031 is established for the project. An average annual growth rate was determined based on historic Average Annual Daily Traffic (AADT) counts recorded for nearby GDOT Count Stations. AADTs for the following count stations were obtained from GDOT's Traffic Analysis and Data Application (TADA) website (https://gdottrafficdata.drakewell.com/publicmultinodemap.asp):

- 139-0214: US 23/SR 365/Cornelia Highway north of White Sulphur Road
- 139-8198: Ramsey Road west of White Sulphur Road
- 139-0538: White Sulphur Road east of US 23/SR 365/Cornelia Highway
- 139-0536: White Sulphur Road south of Ramsey Road
- 139-0215: US 23/SR 365/Cornelia Highway south of Lula Road

Both the 5-year and 15-year growth rates were calculated at each of the historical traffic count locations. The 5-year growth rate of the five (5) locations averaged 2.7% while the 15-year growth rate averaged 2.1%. Overall, a 2.4% annual growth rate was used for the purpose of this study. The growth rate calculations can be found in **Appendix B**. The 2.4% growth rate was applied to the Existing Year 2026 peak hour traffic for a period of five (5) years to establish the 2031 future year background scenario volumes.

Is the growth rate consistent w/ MPO MTP growth rate?

2.3. STUDY SCENARIOS

For the purposes of this study, two (2) scenarios will be analyzed beyond the Existing Year 2026 scenario. Details for each scenario analyzed can be found below:

- Opening Year 2031 – Background Scenario
  - This scenario will include the background growth rate applied for five (5) years and geometry changes from GDOT PI S015986 – Alignment and Widening of White Sulphur and Cagle Road. This scenario will not include any project trips from the proposed development.
- Opening Year 2031 – With Project Scenario
  - In addition to the background growth rate applied for five (5) years. This scenario will include trips from the manufacturing plant and two warehouse buildings along White Sulphur Road. It will also include GDOT PI S015986 – Alignment and Widening of White Sulphur and Cagle Road.

Re alignment

Re alignment

2.4. LEVEL OF SERVICE CRITERIA

In order to quantify the impacts of additional traffic and to determine any needed roadway and/or operational improvements, a capacity analysis was performed for each scenario's peak hour conditions based on the methodology outlined in the *Highway Capacity Manual (HCM).* Various computer programs are available which implement the *HCM* methodology. For this project, Synchro 12 was used to analyze each of the study intersections.

HCM defines level of service (LOS) in terms of the amount of control delay, including initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The LOS categories range from A to F, with different thresholds specified according to the type of stop control at the intersection. The LOS criteria for unsignalized and signalized intersections are listed in Table 2.1.

Table 2.1 – Level of Service Criteria

Level of Service (LOS)	Unsignalized or Roundabout Control Delay per Vehicle (sec)	Signalized Control Delay per Vehicle (sec)
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

Rural, sparsely developed areas have a minimum LOS requirement of C based on rural residents' expectation for relatively uncongested conditions in combination with design flexibility associated with lower right of way costs. The minimum LOS for urban areas is D, reflecting the greater acceptance of delay and congestion by urban residents. Additionally, the increased density of developments makes right of way costs much higher in urban areas. The study intersections are located in a suburban/transition area; therefore, a minimum LOS D is assumed for the study intersections.

2.5. BACK OF QUEUE ANALYSIS

A Back of Queue (BOQ) analysis was used to determine the storage needs for each of the scenarios listed in Section 2.3. The 95th percentile BOQ length was calculated for specific movements at each intersection. The queue is expected to be the reported length or shorter 95 percent of the time. The BOQ results were taken from the capacity analysis reports output by Synchro 12 for each study intersection.

3. EXISTING YEAR 2026 CONDITIONS

3.1. EXISTING INTERSECTION CAPACITY ANALYSIS

A capacity analysis was performed for the Existing Year 2026 conditions using the current intersection geometries. The results of the analysis are listed in Table 3.1 and the reports from the capacity analysis are included in **Appendix C**.

Table 3.1 – Existing Year 2026 Capacity Analysis Results

No.	Intersection	Intersection Control	Approach	Existing Year 2026			
				AM Peak		PM Peak	
				LOS	sec/veh	LOS	sec/veh
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	Overall	B	14.2	B	19.4
			EB	A	9.9	B	18.8
			WB	B	11.9	B	10.8
			NB	F	88.2	E	68.8
			SB	F	81.9	E	78.8
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	Overall	B	13.7	B	13.4
			EB	B	12.6	B	13.9
			WB	B	12.7	A	8.4
			NB	E	78.1	E	73.5
			SB	F	87.9	F	85.7
3	White Sulphur Road @ Ramsey Road	Signalized	Overall	B	12.2	B	10.7
			EB	A	8.1	A	6.4
			WB	B	14.9	B	11.6
			NB	B	12.2	B	12.8
			SB	A	10.0	B	12.9

As shown in Table 3.1, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods.

For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road currently operate with LOS F during the AM peak period and LOS E during the PM peak period.

For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road currently operates with LOS E during both peak periods, while the southbound approach operates at an inadequate LOS F during both peak periods.

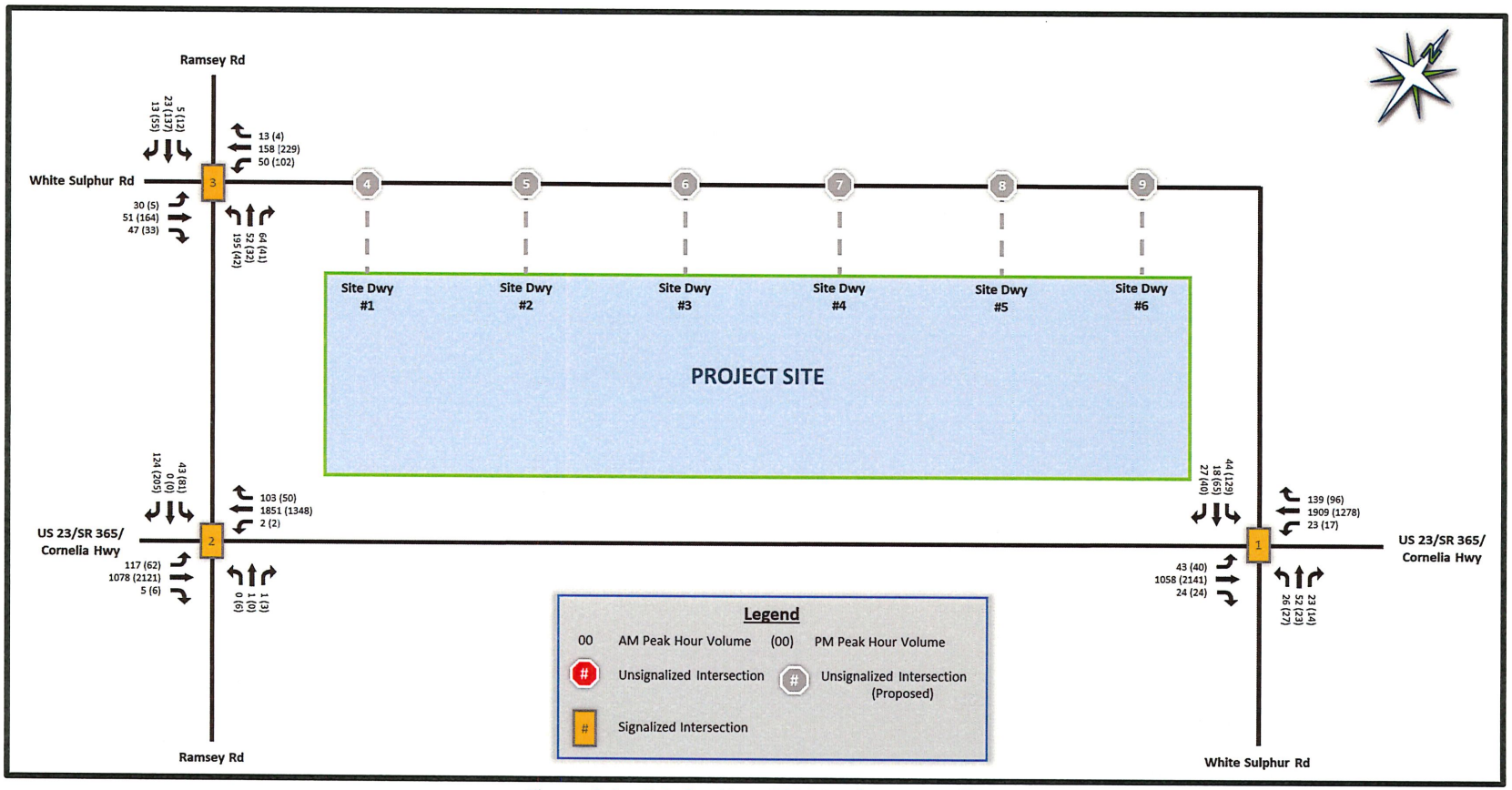

Figure 3.1 – Existing Year 2026 Peak Hour Traffic

4. TRIP GENERATION

The traffic that would be generated by the proposed development was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual (TGM) 12th Edition*. The number of trips expected to be generated by this development were determined using ITE Land Use Code 140 – Manufacturing for the largest building in the Danji Business Park, and ITE Land Use Code 150 – Industrial Warehouse for the smaller buildings.

The total number of project-generated trips was estimated for the typical weekday and the morning and evening peak hours. Since the development is considered an industrial development and will generate drivers that are employees or other business-related trips, pass-by trips will not be anticipated for the site. The full trip generation results can be found in Table 4.1.

Table 4.1 – Trip Generation

ITE	ITE	Size	Unit	Daily			AM Peak Hour			PM Peak Hour		
Category	Code			Total	In	Out	Total	In	Out	Total	In	Out
Warehouse - Car + Truck Trips	150	50	KSF	91	46	45	7	6	1	9	3	6
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				91	46	45	7	6	1	9	3	6
Manufacturing - Car + Truck Trips	140	62	Acres	1899	950	949	169	130	39	176	41	135
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				1899	950	949	169	130	39	176	41	135
Warehouse - Car + Truck Trips	150	175	KSF	316	159	157	25	18	7	30	9	21
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				316	159	157	25	18	7	30	9	21
Overall Total Trips	(Car + Truck Trips)			2,306	1,155	1,151	201	154	47	215	53	162
Overall Pass-By Trips				0	0	0	0	0	0	0	0	0
Overall New Trips				2,306	1,155	1,151	201	154	47	215	53	162

4.1. DISTRIBUTION OF PROJECT-GENERATED TRIPS

The new trips generated by the project were distributed to the surrounding roadway network based on existing traffic patterns observed in the peak hours. The inbound trips were allocated based on the existing traffic patterns entering the study area. The outbound trips were then assigned to the site driveways and distributed based on the route vehicles would have taken if the site were not built. The new trip distribution of project-generated traffic is shown in Figure 4.1.

4.2. ASSIGNMENT OF PROJECT-GENERATED TRIPS

The number of new trips were assigned to the roadway network based on the trip distribution outlined previously. The project-generated traffic (Figure 4.2) was superimposed onto the Opening Year 2031 – Background traffic (Figure 5.1) to provide an estimate of the traffic expected to be present when the proposed development is complete (Figure 5.2).

Distribution + Assignment seems to be inconsistent w/ the proximity of the Blue Ridge Connector.

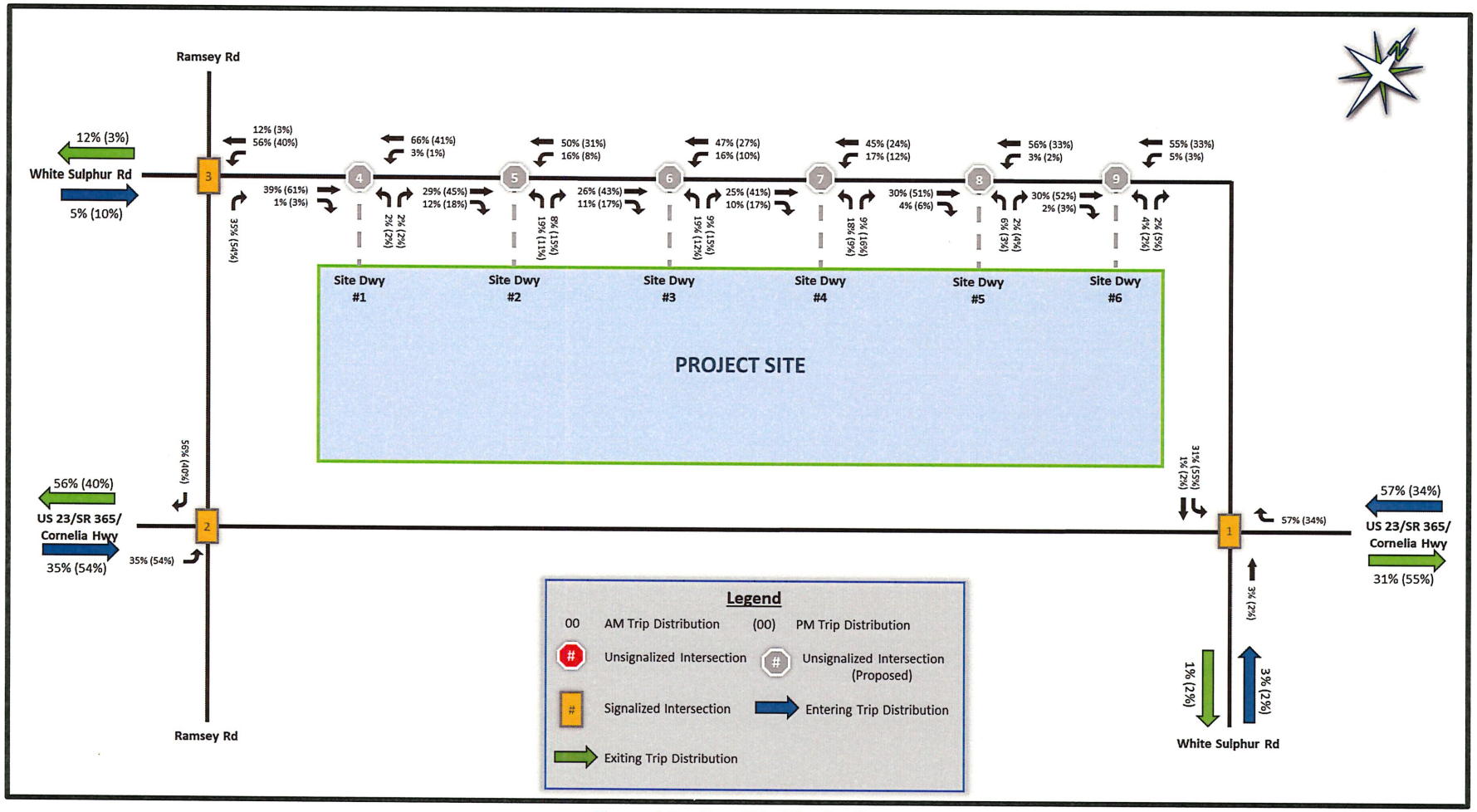

Figure 4.1 – New Trip Distribution

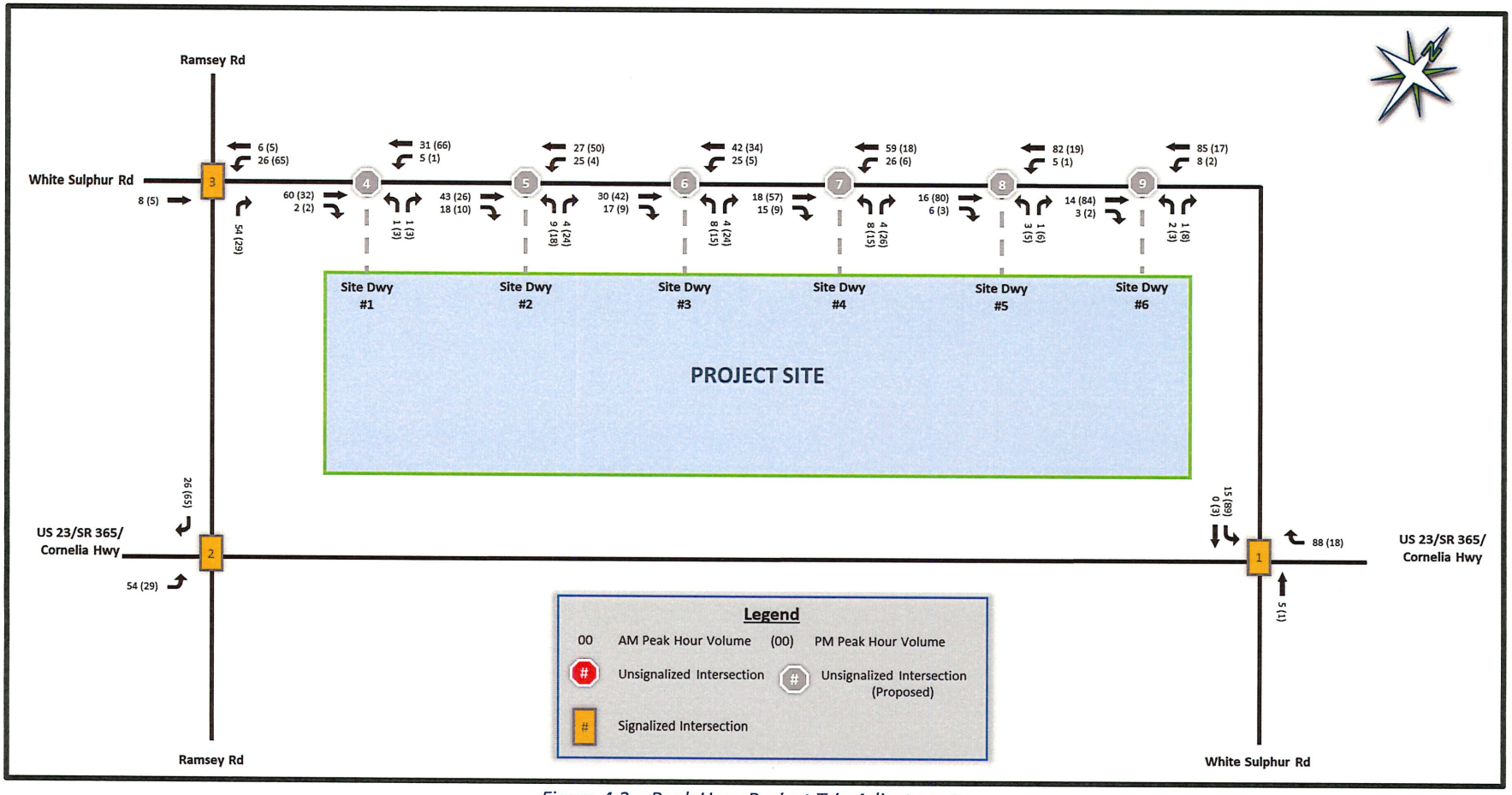

Figure 4.2 – Peak Hour Project Trip Adjustments

5. OPENING YEAR 2031 CONDITIONS

5.1. OPENING YEAR 2031 INTERSECTION CAPACITY ANALYSIS

A capacity analysis was performed to evaluate the AM and PM peak hour periods for both the Opening Year 2031 scenarios. The results of the analysis are listed in Table 5.1. Reports detailing the capacity analysis are included in **Appendix D**. The Opening Year peak hour traffic volumes are shown in Figures 5.1 and 5.2. For the purposes of this study, the following assumptions were made:

- Opening Year 2031 – Background
  - This scenario assumes the same roadway network and lane assignments as in the Existing Year 2026 conditions, with the addition of the White Sulphur Road project mentioned previously.
- Opening Year 2031 – With Project
  - This scenario assumes the same roadway network and lane assignments as in the Opening Year 2031 – Background scenario with the addition of the site driveways. The proposed driveways are detailed below:
    - The intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road is expected to include the following upgrades:
      - Eastbound dual left-turn lanes on US 23/SR 365/Cornelia Highway
      - Two (2) northobund receiving lanes on White Sulphur Road
      - Extended left and right-turn lanes on White Sulphur Road for the southobund approach
      - The addition of a dedicated left-turn lane for the northbound approach on White Sulphur Road
    - Tract 1: A full access driveway at White Sulphur Road and Site Driveway #1 will be constructed with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.
    - Tract 2: Three full access driveways at White Sulphur Road and Site Driveway #2 through Site Driveway #4 will be constructed with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.
    - Tract 3: Two full access driveways along White Sulphur Road will be constructed at the intersections with Site Driveway #5 and Site Driveway #6 with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.

Table 5.1 – Opening Year 2031 Capacity Analysis Results

No.	Intersection	Intersection Control	Approach	Opening Year 2031							
				Background		With Project		Background		With Project	
				AM Peak				PM Peak			
				LOS	sec/veh	LOS	sec/veh	LOS	sec/veh	LOS	sec/veh
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	Overall	B	17.7	B	19.6	C	32.4	D	45.3
			EB	B	10.9	B	11.9	D	39.5	D	54.9
			WB	B	17.4	B	19.4	B	13.9	B	16.1
			NB	E	77.3	E	74.3	E	66.9	E	63.1
			SB	F	82.5	F	82.5	E	78.8	F	115.5
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	Overall	B	16.9	C	21.8	B	18.0	B	19.1
			EB	B	13.2	B	17.4	C	20.4	C	21.2
			WB	B	17.7	C	23.2	B	10.2	B	11.7
			NB	E	77.3	E	77.3	E	72.2	E	72.2
			SB	F	87.6	F	87.6	F	85.2	F	85.2
3	White Sulphur Road @ Ramsey Road	Signalized	Overall	B	13.2	B	13.6	B	11.4	B	12.0
			EB	A	8.9	A	9.1	A	6.9	A	6.9
			WB	B	16.3	B	16.5	B	12.4	B	12.4
			NB	B	13.0	B	13.4	B	13.6	B	15.3
			SB	B	10.4	B	10.8	B	13.6	B	15.0
4	White Sulphur Road @ Site Driveway #1	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.1
			NB	--	--	B	11.6	--	--	B	12.3
5	White Sulphur Road @ Site Driveway #2	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.1
			NB	--	--	B	13.0	--	--	B	12.7
6	White Sulphur Road @ Site Driveway #3	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.2
			NB	--	--	B	13.0	--	--	B	12.9
7	White Sulphur Road @ Site Driveway #4	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.8	--	--	A	8.3
			NB	--	--	B	12.9	--	--	B	13.1
8	White Sulphur Road @ Site Driveway #5	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.8	--	--	A	8.3
			NB	--	--	B	12.6	--	--	B	12.5
9	White Sulphur Road @ Site Driveway #6	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.7	--	--	A	8.3
			NB	--	--	B	12.3	--	--	B	12.0

As shown in Table 5.1, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods.

For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road are expected to operate with LOS F in the AM peak scenarios, and LOS E during the PM peak in the Background scenario. The southbound LOS on White Sulphur Road is expected to degrade from E to F in the With Project PM peak scenario. This intersection is currently lacking a dedicated southbound left-turn phase, despite bordering on LOS F in the Background 2031 PM peak scenario.

For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road is expected to operate with LOS E in all future scenarios, while the southbound approach operates at an inadequate LOS F in all future scenarios.

5.2. BACK OF QUEUE ANALYSIS

A Back of Queue (BOQ) analysis was used to determine the storage needs for the Opening Year 2031 scenarios. The 95th percentile BOQ length was calculated for specific movements at each intersection. The queue is expected to be the reported length or shorter 95 percent of the time. The BOQ results were taken from the capacity analysis reports for each study intersection (refer to **Appendix D** for the capacity analysis reports). Table 5.2 lists the BOQ lengths for each peak hour for the Opening Year 2031 – Background and With Project scenarios.

Table 5.2 – Opening Year 2031 Back of Queue Results

No.	Intersection	Intersection Control	Movement	Existing/Proposed Full Length Storage (feet)	95th Percentile Back of Queue (feet)			
					Background 2031		With Project 2031	
					AM Peak	PM Peak	AM Peak	PM Peak
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	EBL	600	56	29	56	29
			EBT	N/A	321	1833	321	1833
			EBR	600	0	0	0	0
			WBL	460	25	25	25	25
			WBT	N/A	1537	626	1544	626
			WBR	350	44	27	64	29
			NBL	180	78	43	77	43
			NBT	N/A	142	69	151	73
			SBL	250	110	272	138	528
			SBT	N/A	54	137	54	140
			SBR	160	0	25	0	25
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	EBL	450	241	141	330	186
			EBT	N/A	390	1747	390	1747
			EBR	270	0	0	0	0
			WBL	460	25	25	25	25
			WBT	N/A	1687	515	1714	517
			WBR	280	50	25	49	25
			NBT	N/A	25	0	25	0
			SBT	N/A	110	178	110	178
			SBR	360	0	0	0	0
3	White Sulphur Road @ Ramsey Road	Signalized	EBL	230	25	25	25	25
			EBT	N/A	37	75	42	77
			WBL	100	51	72	70	115
			WBT	N/A	140	140	143	143
			NBL	80	151	41	156	42
			NBT	N/A	62	38	77	40
			SBL	160	25	25	25	25
			SBT	N/A	25	104	25	106
			SBR	280	0	25	0	25
4	White Sulphur Road @ Site Driveway #1	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	0
5	White Sulphur Road @ Site Driveway #2	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
6	White Sulphur Road @ Site Driveway #3	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
7	White Sulphur Road @ Site Driveway #4	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
8	White Sulphur Road @ Site Driveway #5	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	25
9	White Sulphur Road @ Site Driveway #6	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	25

As shown in Table 5.2, the results of the BOQ analysis indicate that five (5) of the seven (7) study intersections is expected to have sufficient storage to accommodate the project-generated traffic for each of the Opening Year 2031 scenarios.

For the intersection of US 23/SR 365/Cornelia Highway, the southbound left-turn queues off of White Sulphur Road are expected to extend beyond the existing 250 feet of storage space in each of the PM peak scenarios. The southbound left-turn queues are expected to extend 272 feet and 528 feet in the Background and With Project PM scenarios respectively. It is expected that the addition of a dedicated left-turn phase for this movement in the With Project scenario will reduce queueing.

For the intersection of White Sulphur Road and Ramsey Road, the northbound left-turn queues are expected to stretch roughly 150 feet from the stop bar in both AM peak scenarios, exceeding the existing storage space of 80 feet. However, the proposed development is not expected to impact the queuing on this approach.

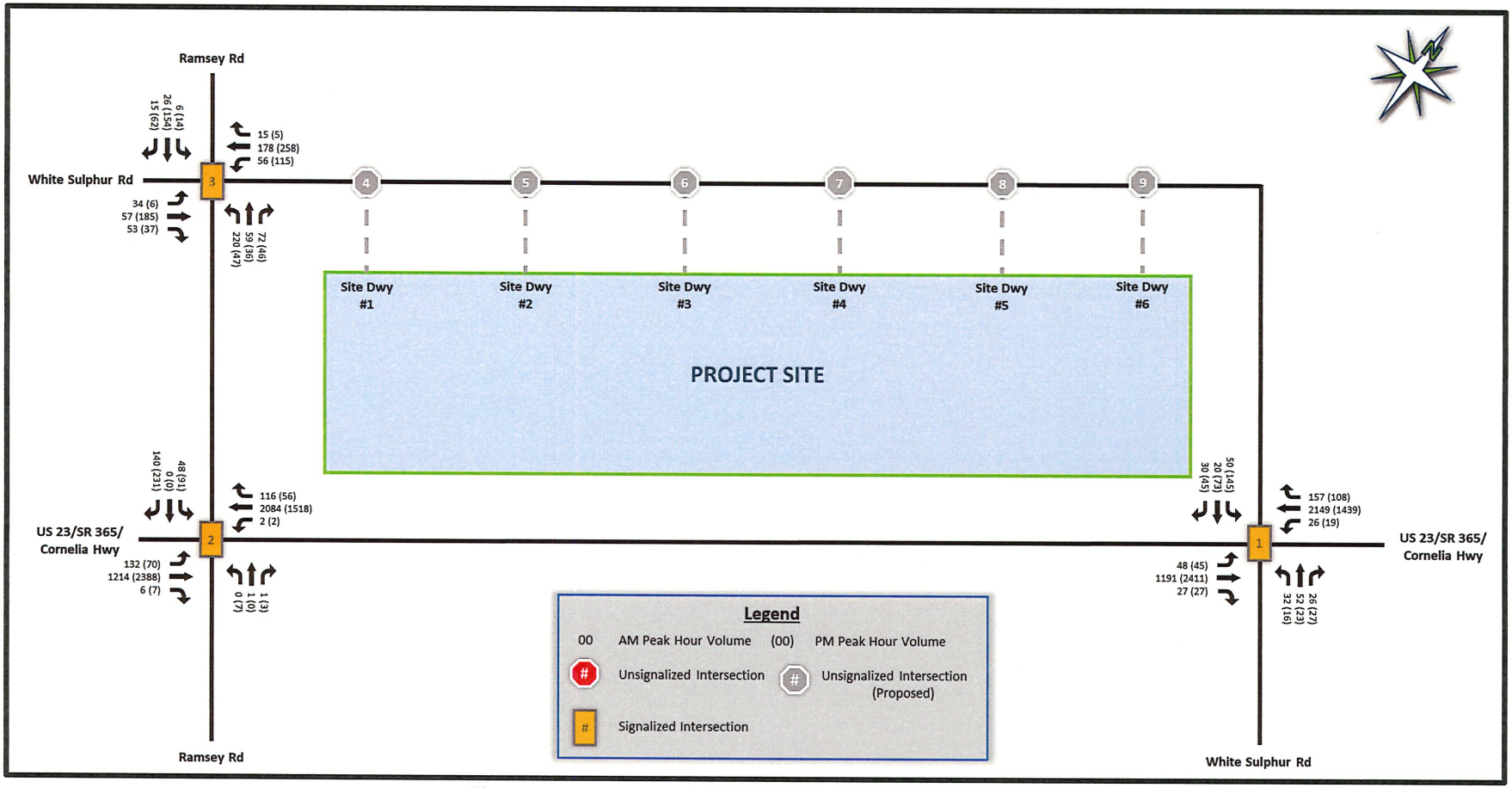

Figure 5.1 – Opening Year 2031 – Background Peak Hour Traffic

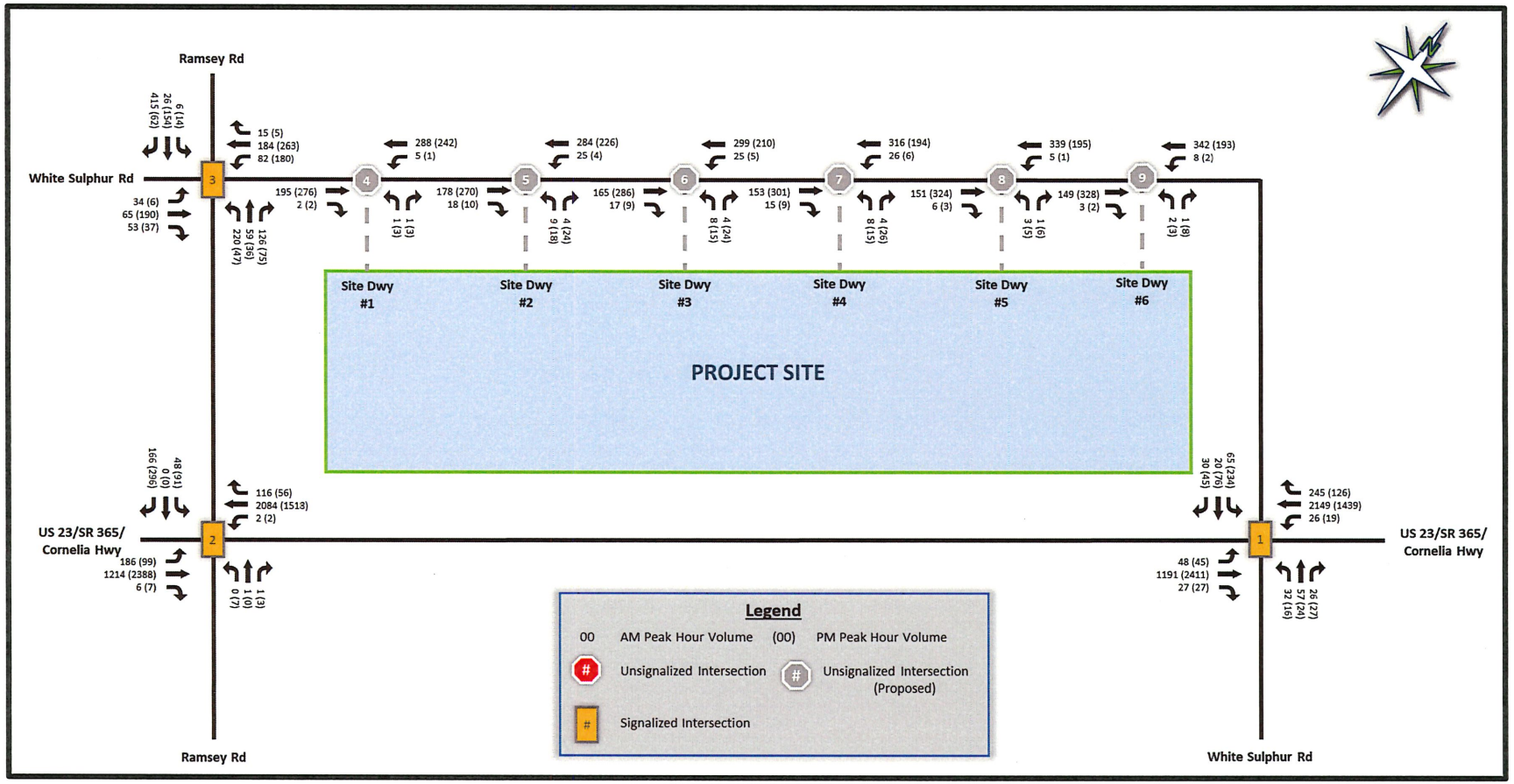

Figure 5.2 – Opening Year 2031 – With Project Peak Hour Traffic

6. AUXILIARY LANES

The GDOT manual *Regulations for Driveway and Encroachment Control* requires that the need for auxiliary turn lanes be determined in conjunction with commercial driveway permits on state-maintained roadways. The proposed driveways were evaluated based on the traffic expected for each development in the Opening Year 2031 – With Project scenarios. No other scenarios were evaluated for auxiliary turn lanes. The intersection evaluated is as follows:

- White Sulphur Road at Tract 1
- White Sulphur Road at Tract 2
- White Sulphur Road at Tract 3

6.1. RIGHT-TURN LANES

The minimum requirements for right-turn deceleration lanes can be found in Section 4.9.1.1 of the *Regulations for Driveway and Encroachment Control* manual by GDOT. Below is a recreation of "Table 4-6 – Minimum Volume Requiring Right Turn Lanes" taken from that manual:

Table 6.1 – Minimum Volumes Requiring Right-Turn Lanes

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>= 6,000	< 10,000	>= 10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

- White Sulphur Road at Tract 1
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 1 is not expected to meet that volume threshold for the Site Driveway, with a daily entering total of 23 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 2
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 2 is not expected to meet that volume threshold for the three Site Driveways, with a daily entering total of 168 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

- White Sulphur Road at Tract 3
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the two Site Driveways, with a daily entering total of 42 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

6.2. LEFT-TURN LANES

The minimum requirements for a left-turn lane can be found in Section 4.9.1.2 of the *Regulations for Driveway and Encroachment Control* manual by GDOT. Below is a recreation of "Table 4-7a – Minimum Volumes Requiring Left Turn Lanes" taken from that manual:

Table 6.2 – Minimum Volumes Requiring Left-Turn Lanes

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>= 6,000	< 10,000	>= 10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Based on the above table, a left-turn lane would be required as follows:

- White Sulphur Road at Tract 1
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 1 is not expected to meet that volume threshold for the Site Driveway, with a daily entering total of 22 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 2
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the three Site Driveways, with a daily entering total of 149 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 3
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the two Site Driveways, with a daily entering total of 37 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

7. CONCLUSIONS

An industrial development, identified as the Danji Business Park, is proposed in Gainesville, Georgia along the south side of White Sulphur Road between Ramsey Road and US 23/SR 365/Cornelia Highway. The proposed site includes three industrial buildings of varying sizes: a 50,000 square-foot building (Tract 1), a 650,000 square-foot building (Tract 2), and a 175,000 square-foot building (Tract 3).

Access to the site would be provided by six full access driveways along White Sulphur Road. One driveway will provide access to the 50,000 square-foot building, three will provide access to the 650,000 square-foot building, and two driveways will provide access to the 175,000 square-foot building. The proposed project is expected to generate a total of 2,306 total trips on a typical weekday, 201 new trips during the AM peak hour, and 215 new trips during the PM peak hour.

A search for planned GDOT projects in or near the study area was performed using the GDOT GeoPI web application (http://www.dot.ga.gov/DS/Maps/geopi#). Based on the results of that search, one project was found in the vicinity of the study area. This project is tied to the widening and realignment of White Sulphur Road.

Left out PI events!

For the Existing Year 2026 capacity analysis, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods. For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road currently operate with LOS F during the AM peak, and LOS E during the PM peak. For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road currently operates with LOS E during both peak periods, while the southbound approach operates at an inadequate LOS F during both peak periods.

For the Opening Year 2031 scenarios, each of the study intersections is expected to operate with acceptable overall LOS for both the AM and PM peaks. For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road are expected to operate with LOS E or worse in each of the Opening Year scenarios. For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road is expected to operate with LOS E in all studied scenarios, while the southbound approach operates with LOS F in all studied scenarios.

According to the BOQ analysis, the southbound left-turn queues on White Sulphur Road at US 23/SR 365/Cornelia Highway are expected to exceed the existing 250 feet of storage space in each of the PM peak scenarios. The southbound left-turn queues are expected to extend 272 feet and 528 feet in the Background and With Project PM scenarios respectively. It is expected that the addition of a dedicated left-turn phase for this movement in the With Project scenario will reduce queueing.

For the intersection of White Sulphur Road and Ramsey Road, the northbound left-turn queues in the AM peak for both the Background and With Project scenarios are expected to be around 150 feet from the stop bar, exceeding the existing storage space of 80 feet on this approach.

The need for auxiliary lanes was also evaluated. The information provided in the GDOT manual *Regulations for Driveway and Encroachment Control* states that auxiliary turn lanes be determined in conjunction with commercial driveway permits on state-maintained roadways. Based on information in the manual, it was determined that auxiliary lanes should not be considered at any of the driveways at the proposed development in the Opening Year 2031.

I can't support 6 driveways. Interparcel access needs to be considered. While ISD isn't usually included in a TIS, the terrain needs to be considered.

8. REFERENCES

1. Trip Generation, 12th Edition + Supplement, Institute of Transportation Engineers, Washington, DC, 2021.
2. Synchro, Version 12, Trafficware Ltd., Sugar Land, TX, 2019.
3. Highway Capacity Manual, 7th Edition, Transportation Research Board, Washington, DC, 2016.
4. Highway Capacity Software, Version 2023, McTrans, Gainesville, FL, 2023.

Danji Business Park – Proffered Conditions – 9/4/2026

Staff Recommended Condition	Applicant Proffered Condition
1. The property shall be developed in accordance with the site plan dated May 12, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.	1. The property shall be developed in accordance with the site plan dated July 17, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026.	2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026 and restricted by condition #6.
3. Signage shall comply with the Unified Development Code unless a variance is obtained.	NO CHANGE
4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.	NO CHANGE
5. All conditions of zoning shall be made a part of any plats or construction plans created for the property.	NO CHANGE
	6. The following uses shall be prohibited within the business park: a) Livestock or poultry slaughtering b) Animal rendering by recycling slaughterhouse by-products into usable materials like fats and protein meals c) Brewery, micro-brewery, winery, distillery, or micro-distillery d) Composting or storage of organic material e) Commercial amusement, indoor f) Concert hall, auditorium g) Theater h) Animal care, indoor or outdoor i) Private morgue, mortuary, or crematorium j) Boat and recreational vehicle sales,

	rental, or service k) Vehicle sales, rental, or auction l) Vehicle repair, major or minor m) Truck stop n) Adult establishment o) Psychic, fortune teller p) Pawn shop, smoke/vape shop q) All waste-related services
	7. The Developer will agree to place covenants upon the business park similar to other industrial parks in the County, such as Gateway Industrial Centre.

ITEM 13

Jennifer Rivera (Administration)

From: Katie G. Ahmed (Planning)
Sent: Monday, July 20, 2026 12:49 PM
To: Billy Powell (County Commission); David Gibbs (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission); Kathy Cooper (County Commissioner)
Cc: John Gentry (Administration); Casey Ramsey (Administration); Kaitlyn Elliott (Planning); Anael Dominguez (Administration); Jennifer Rivera (Administration); Lynn Taylor (Planning)
Subject: 2862, 2894 White Sulfur & 3323, 3331 Seymour Rd - July 23, 2026 BOC meeting
Attachments: Memo _2862, 2894 White Sulfur & 3323, 3331 Seymour Rd 7.23.2026 BOC.pdf

For informational purposes only:

Mr. Chairman and District Commissioners,

Please find attached a memo outlining the updated materials submitted to staff for the application at **2862, 2894 White Sulfur & 3323, 3331 Seymour Rd**. These materials are also enclosed.

If you have any questions, please let us know.

Thank you,

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

Hall County Government
PLANNING AND ZONING

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

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

From: Katie Ahmed, Planning & Zoning Director

Date: July 20, 2026

Subject: **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road** | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1 & I-1 (C); Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt), 15020A000011(pt) | **Proposed Use: Industrial Park** | Commission District 3 | **Danji, LLC, applicant**

Mr. Chairman and District Commissioners,

Staff has received an updated site plan for proposed Industrial Park at the above referenced address. The change between the overall site plan, dated 5/12/2026, and the updated site plan dated 7/17/2026 includes 3 access points onto White Sulphur Road for Tract 2 as opposed to a single access point.

The narrative was also updated and includes the following changes:

1. Updated Site plan,
2. Mention of a Pump Station on Tract 2 for connection to County sewer,
3. A list of restricted uses,
4. Removal of several permitted uses in Heavy Industrial,
5. Inclusion of "MDM" as a permitted use.
    a. The narrative states: "**In the food industry, MDM stands for Mechanically Deboned Meat (also known as mechanically separated meat or reclaimed meat). It is a paste-like product created by forcing residual meat and bones through a sieve or high-pressure equipment to extract every last bit of edible tissue.**" All changes to the narrative are highlighted in the included document.

Additionally, the applicant submitted **proffered/modified conditions** for this development. These revisions are shown below in **red**.

Note: Staff has updated the recommended conditions to incorporate the applicant's proffered conditions. Conditions not supported by Staff are shown with **strikethroughs**, supported conditions **remain as written**, and changes are **highlighted in yellow**.

1. The property shall be developed in accordance with the site plan dated July 17, 2026, and as described in the project narrative dated July 20, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated July 20, 2026, and restricted by condition #6.
3. Signage shall comply with the Unified Development Code unless a variance is obtained.
4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
5. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
6. The following uses shall be prohibited within the business park:
   a) Livestock or poultry slaughtering
   b) Animal rendering by recycling slaughterhouse by-products into usable materials like fats and protein meals
   c) Brewery, micro-brewery, winery, distillery, or micro-distillery
   d) Composting or storage of organic material
   e) Commercial amusement, indoor
   f) Concert hall, auditorium
   g) Theater
   h) Animal care, indoor or outdoor
   i) Private morgue, mortuary, or crematorium
   j) Boat and recreational vehicle sales, rental, or service
   k) Vehicle sales, rental, or auction
   l) Vehicle repair, major or minor
7. ~~The Developer will place covenants upon the industrial park similar to other industrial parks in the County, such as the Gateway Industrial Centre.~~

Additionally, On July 20, 2026, Brent Cook, Assistant Director of Public Works & Utilities, submitted revised comments for this development. These changes are highlighted below:

> **Traffic:** A trip generation memo was provided. Based on the number of estimated trips, a traffic impact study (TIS) shall be provided to analyze impacts. The intersection to be analyzed in the study will include all proposed development driveways on White Sulphur Road for left and right turn lanes, White Sulphur Road at SR 365, White Sulphur Road at

Ramsey Road and Ramsey Road at SR 365. Please include a queueing analysis to verify required storage lengths for existing and proposed turn lanes. The developer will be responsible for funding and construction of all improvements identified in the TIS approved by Public Works.

The submitted documents are enclosed with this memo. If you have any questions or concerns, please let us know.

Thank you,

Katie Ahmed

Planning & Zoning
Received
July 20, 2026

NORFOLK SOUTHERN RAILROAD

WHITE SULPHUR ROAD

N/F
NORFOLK SOUTHERN
CORP.

N/F
NORFOLK SOUTHERN
CORP.
NOT INCLUDED

N/F
DANJI, LLC
NOT INCLUDED

ESA – WETLAND 5

ESA – 25' STREAM BUFFER

PROPOSED
INDUSTRIAL 50,000 SF
Parking - 60 Spaces
Trailer - 22 Spaces

TRACT 1
26.22
ACRES

TRAILER SPACES

ESA – WETLAND 2

ESA – INTERMITTENT STREAM 1

PROPOSED
INDUSTRIAL
1-STORY
650,000 SF
Parking - 301 Spaces
Trailer - 93 Spaces

TRACT 2
62.20 ACRES

97 SPACES

TRAILER SPACES

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED INDUSTRIAL
175,000 SF
Parking - 164 Spaces
Trailer - 52 Spaces

TRACT 3
21.22 ACRES

TRAILER SPACES

PROPOSED
STORMWATER
MANAGEMENT
AREA

PUMP
STATION

N/F
INTERMODAL USA INC

N/F
BENJI B MILLER

N/F
CAROL ANN BROWN &
SCOTT PUCKETT

N/F
PATRICIA PUCKETT

N/F
WH COLEY LATTY, NEVA C. &
KEVIN COLEY

N/F
AIRLINE BAPTIST CHURCH

N/F
WILLIAM O JR RAMSEY

N/F
WALTERS INCOME PROPERTIES
LP

N/F
ROBERT DEAN

N/F
LORETTA SUSIE PUCKETT

N/F
MARY N SMALLWOOD

N/F
WALTERS INCOME PROPERTIES
LP

LIVINGSTON ROAD

N/F
ALLAN PITTMAN

N/F
CHANDLER PITTMAN

N/F
AIRLINE BAPTIST CHURCH

STATE ROUTE 365

WHITE SULPHUR ROAD

N/F
QUICKTRIP CORP

NOTE:
CONTOUR INTERVAL IS
5 FOOT CONTOURS.

NOTE:
NOT A BOUNDARY SURVEY, TRACT AREAS
SHOULD BE ASSUMED TO BE APPROXIMATE.

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0800 | DCCM.com

REZONING EXHIBIT
FOR:

WHITE SULPHUR ROAD

DANJI TRACTS

LOCATED IN
HALL COUNTY, GEORGIA

NO	DATE	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF DCCM VOIDS THE ASSOCIATED WITH THIS PROJECT. UNAUTHORIZED REUSE OF THESE PLANS FOR OTHER PROJECTS OR EXTENSIONS OF THIS PROJECT BY ANY PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF DCCM IS PROHIBITED AND WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO DCCM. THE USER SHALL INDEMNIFY AND HOLD HARMLESS DCCM FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

GRAPHIC SCALE
0' 50' 100' 200'

SHEET
1
OF
1

DATE: 7/17/2026
SCALE: 1" = 100'
JOB NO: 0244151.0AM
DESIGNED BY: ATM
DRAWN BY: ATM

Planning & Zoning
Received
July 20, 2026

DANJI
PROPOSED CONDITIONS OF ZONING
July 20, 2026

The request is to rezone approximately 110± acres from Agricultural Residential 1(AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) for a proposed business park. This document is submitted consistent with requirements of the Unified Development Code of Hall County, Georgia, as adopted November 14, 2024. It accompanies other rezoning application submittal material and is an integral part of the rezoning package to be reviewed by staff and to be subject to the public hearing process. As such it may be modified by mutual agreement of Hall County, Georgia ("County") and the Applicant, Danji (hereinafter "Developer") up to the point of approval by the county commissioners. Upon approval it shall become an integral part of the zoning approval for the properties herein described and depicted in the accompanying Conceptual Plan (hereinafter "Concept Plan"). Additional terms are provided for its interpretation or modification after approval.

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RELATIONSHIP TO COUNTY ZONING ACTION

This narrative explains and clarifies the Concept Plan and related development standards specific to the Danji Business Park (hereinafter "Project"). This method is common for large, complex developments that will be built over a period of several years. It gives the County, adjacent property owners, the general public and Developer, including its successors and assigns, certainty with respect to development standards, while also providing flexibility to the Developer to be able to respond to changes in market conditions and preferences consistent with the intent of the County's Zoning Ordinance as it exists at the time of initial application.

This document is intended to detail and clarify the conditions of zoning and slight modifications to the Hall County Unified Development Code for the Project as described herein and as reflected in the accompanying Exhibits. Due to the complexity of the Project, its projected build-out over a period of several years, and uncertainty of future economic considerations, the County acknowledges the significant rights vested to the applicant based on this approval, and the need for the Developer to be able to rely on these conditions of approval over the life of the project, as long as the project proceeds in general conformance with the program discussed herein. After approval, the conditions of zoning shall be recorded in the public records of Hall County, Georgia and reference to recording information shall be included on any and all plats created for the development.

It is intended that the submitted boundary perimeter of the Project (hereinafter "Project Boundary") and corresponding acreage will be as shown in submittal material. However, zoning conditions of the Project may be applied to additional property outside the initial Project Boundary, if the Applicant acquires additional property and with county commissioner approval via the rezoning process. Consideration of different conditions for the addition of property(ies) after approval(s) shall not prompt or require a re-review of conditions of zoning for the Project as it then exists, but shall apply only to additional lands, if any.

The subject property is located in the Gainesville Character Area, and the Future Land Use designation is Employment Nodes & Corridors. Its location is also immediately adjacent to the East Hall Character Area and Inland Port Future Land Use. This Character Area and the Future Land Use both strongly support new industrial development near the Gainesville Inland Port. The I-2 zoning is compatible on a limited basis with Employment Nodes & Corridors.

ADJACENT DEVELOPMENT

The subject property is located in unincorporated Hall County near the intersection of White Sulphur Road and State Route 365 (Cornelia Highway), and is an assemblage of several tracts zoned Agricultural Residential 1 (AR-1) and one parcel zoned Light Industrial (I-1). Summaries of adjacent properties, the zoning, and development statuses are listed below:

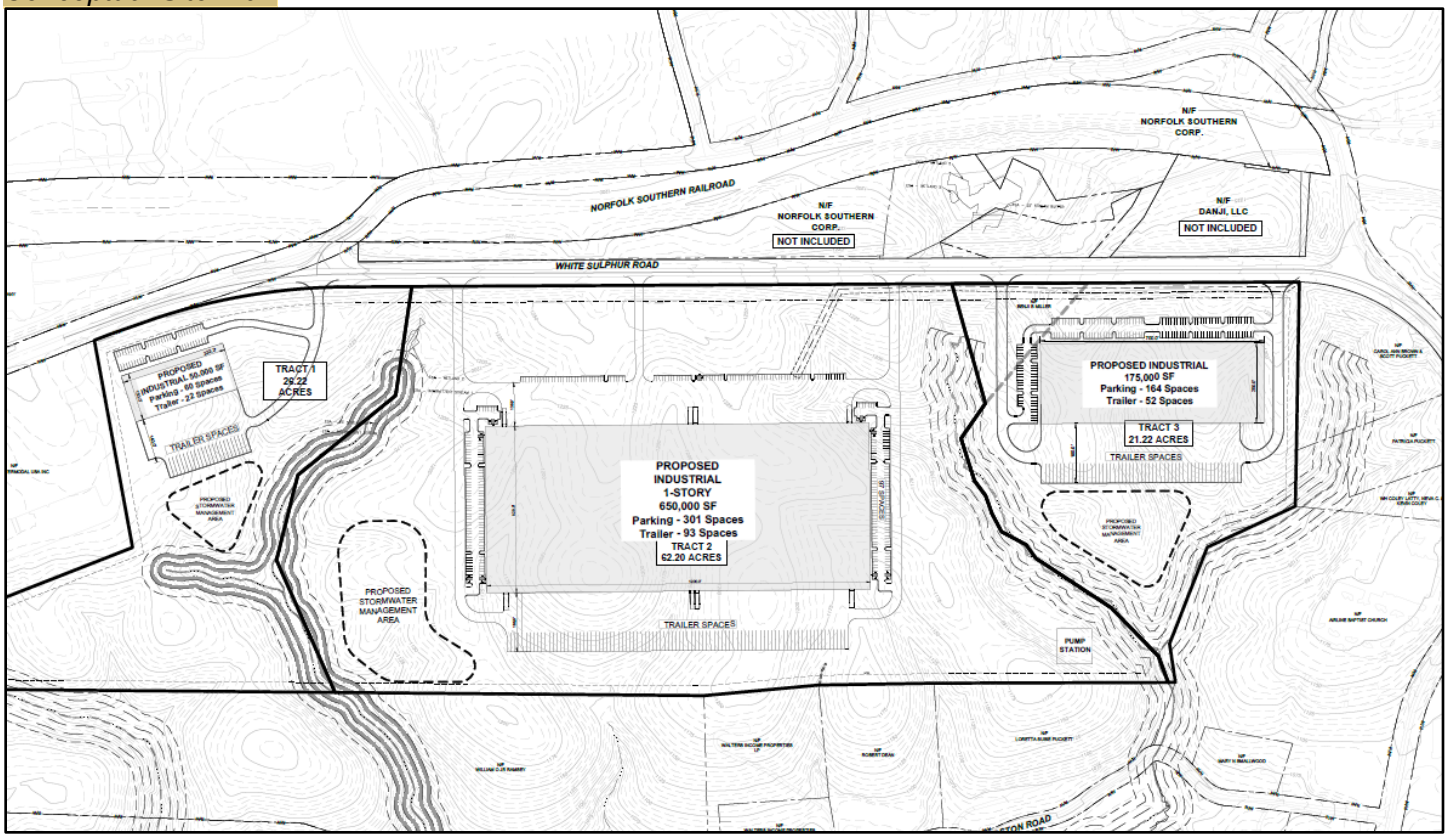
- East – zoned AR-1; developed with single-family residences and a church
  Across White Sulphur Road – zoned I-2; developed with the Blue Ridge Connector, an inland port operated by the Georgia Ports Authority.
- West – zoned I-1; developed with Tatsumi Intermodal (USA) Inc.
- South – zoned AR-1; mix of undeveloped and developed with single-family residences
- North – zoned AR-1; developed with single-family residences
  Zoned Light Industrial (L-1) within the city limits of Gainesville; developed with Kubota USA, Inc.

CONCEPT PLAN

The development of the Project shall be controlled by the Concept Plan, attached hereto as Exhibit "A", the Project Narrative and other exhibits provided as modified in the final approval. The Plan is considered conceptual in nature, and certain modifications to that Plan are anticipated as reflected in the specific language herein. Beyond such specific language, modifications of the location and arrangement of lots, roads, amenities and other improvements that do not materially conflict with specific standards and requirements of these conditions may

be made by the Developer, so long as such modification does not materially alter the location or nature of improvements or change the land use or increase density. The current Plan incorporates light industrial and heavy industrial uses.

Conceptual Site Plan



I-2 ZONING DISTRICT - DANJI BUSINESS PARK

The Project shown in the Concept Plan is strategically located on White Sulphur Road, near its intersection with State Route 365 (Cornelia Highway). The Park will consist of a network of access drives, loading areas and parking lots that will serve three (3) lots varying in size from approximately 19 acres to over 62 acres. The Developer will retain the flexibility to combine or further subdivide the lots in order to accommodate specific needs of future users.

The overall Concept Plan shows a proposed 1-story industrial building measuring approximately 50,000 square feet on Tract 1, a 1-story industrial building measuring 650,000 square feet on Tract 2, and a 175,000 square foot industrial building on Tract 3. Each tract also features access to the development from White Sulphur Road, parking/loading areas, and conceptual stormwater management facilities. A pump station is shown in the southeastern corner of Tract 2 that would connect to county sewer.The Developer acknowledges that the specific standards of these conditions and applicable County codes not otherwise modified herein shall control.

DEVELOPMENT STANDARDS

Dimensional Requirements

The dimensional requirements for the project shall be as outlined in Table 1 below:

Table 1

Dimensional Requirements - Danji Business Park	
Project Acreage	110 +/-
Minimum lot size	15,000 sf
Minimum lot width at building line	75'
Maximum site coverage - individual lot	80%
Minimum open space - individual lot	20%
Minimum open space - overall	20%
Minimum landscape strip along R/W's	10'
Maximum structure height	65'
Front setback from R/W	50'
Side setback	30'
Rear setback	30’
Industrial Park Perimeter Buffer - adjacent to residential uses/zoning districts	30'
Industrial Park Perimeter Buffer adjacent to nonresidential uses/zoning districts	none
Parking ratio – heavy industrial/manufacturing	1.5 spaces per 5,000 sf
Minimum number of off-street loading spaces	1 space per 20,000 sf of floor area

Development Rules and Regulations

The Developer agrees to comply with all applicable County rules and regulations in effect on the date of approval, except as specifically modified herein. The Developer agrees to comply with future amendments to those rules or regulations, except where specific conflicting standards are approved herein, or such future compliance is specifically waived.

Subsequent actions by the County to change Development Standards for other zoning districts of the County shall not apply to the Danji Business Park, unless such changes are county-wide and required by changes in federal or state laws. By approval of the County, the Developer will have substantial vested rights for the Project.

Permitted Uses

This I-2 zoning shall allow for the following uses:

- Craft manufacturing
- MDM - In the food industry, MDM stands for Mechanically Deboned Meat (also known as mechanically separated meat or reclaimed meat). It is a paste-like product created by forcing residual meat and bones through a sieve or high-pressure equipment to extract every last bit of edible tissue.
- Animal processing, packing, treating and storage, ~~livestock or poultry slaughtering~~, ~~animal rendering by recycling slaughterhouse by-products into usable materials like fats and protein meals~~ processing of food and related products
- Laboratory
- Production of food and beverages
- Land-intensive outdoor sales and services
- Repair and/or servicing of industrial, business, or consumer machinery, equipment, or products mainly by providing centralized services for separate retail outlets
- ~~Brewery, micro-brewery, winery, distillery, or micro-distillery~~
- Clothing, textile, or apparel manufacturing
- Assembly or manufacturing of scientific measuring instruments

- Pharmaceutical or medical supply manufacturing
- Printing, bookbinding, or publishing
- Sheet metal, welding, machine shop, or tool repair
- Woodworking, cabinet makers, or furniture manufacturing
- Contractors equipment storage
- Heavy equipment storage
- Truck yard
- Self-service storage
- Building materials storage
- Bulk storage, including non-flammable liquids, cold storage plants, frozen food lockers, household moving and general freight storage
- Distribution of products or merchandise
- Parcel services
- Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred
- ~~Composting or storage of organic material~~
- Wholesale
- Fraternal organization or club, non-profit
- Place of worship
- Community center
- Public buildings and uses
- Major utilities, public
- Small wireless facilities and antennas
- Adult day care center
- ~~Commercial amusement, indoor~~
- ~~Concert hall, auditorium~~
- Indoor shooting range
- ~~Theater~~
- Radio, film, recording, and television studios and stations
- Trade, vocational, or business school
- Medical office, dental office, chiropractor, osteopath, physician, or medical practitioner
- Medical clinic, urgent care, or emergency medical office
- ~~Animal care, indoor or outdoor~~
- Beauty, hair, or nail salon
- Massage therapy
- Personal repair
- Photocopying, printing, or reproduction service
- Tailor, milliner, or upholsterer
- Taxidermist
- Catering service
- ~~Funeral home~~
- ~~Private morgue, mortuary, or crematorium~~
- ~~Boat and recreational vehicle sales, rental, or service~~
- Car wash
- Fuel sales
- Service station
- Truck stop

- ~~Vehicle sales, rental, or auction~~
- ~~Vehicle repair, major or minor~~
- Research and development
- Accessory uses and structures
- Drive-thru facilities
- Garden
- Institutional accessory uses
- Outdoor storage, major or minor
- Religious accessory uses
- Mobile food establishment
- Construction trailer, temporary construction offices housed in trailer or modular buildings
- Conservation Area

In addition, this I-2 zoning shall allow for the following specific uses:

- Proving grounds for equipment performance testing. Such facilities shall be specialized, secure areas designed to test the durability, safety, and performance of equipment, vehicles, and technology under controlled or extreme real-world conditions.
- Equipment maintenance facilities owned and operated by government agencies

Restricted Uses

The following uses shall be prohibited within the business park:

- Livestock or poultry slaughtering
- Animal rendering by recycling slaughterhouse by-products into usable materials like fats and protein meals
- Brewery, micro-brewery, winery, distillery, or micro-distillery
- Composting or storage of organic material
- Commercial amusement, indoor
- Concert hall, auditorium
- Theater
- Animal care, indoor or outdoor
- Private morgue, mortuary, or crematorium
- Boat and recreational vehicle sales, rental, or service
- Vehicle sales, rental, or auction
- Vehicle repair, major or minor

DEVELOPMENT FEES

All applicable fees for water & sewer connections, land disturbance permits and building permits will be administered based on the then current fee schedule for Hall County.

AESTHETICS

Architecture

The Developer proposes a unified development vernacular of building forms, mass, articulation, exterior treatments, surface materials and finishes, complimentary colors and similar details. This approval will guide development of the buildings, with no further architectural approval required outside of the administrative building permit process.

Review and compliance will be monitored through the covenants to be filed on the property.

Landscape Standards

Landscape standards shall be in accordance with the Declaration of Covenants, Restrictions and Easements for Danji Business Park, to be recorded on the property. Any standards not addressed within the covenants shall meet the standards of the UDC.

SIGNAGE

Signage and graphics design standards are developed to establish a cohesive, distinctive and functional system to visually attract and communicate with everyone who visits and works in Danji Business Park. A well-coordinated sign system is also one of the most effective ways of creating lasting identity and way-finding clarity. Project signage along public roadways in Danji Business Park will be designed with high-quality images. A coordinated program of signage for individual sites shall be approved in conjunction with the site plan approval of the building.

All sign square footage criteria are calculated inclusive of the sign monument.

Signage design criteria requested as follows:

Sign Type	Maximum Area per Face (SF)	Maximum Height (ft)	Frequency
User Sign Types			
Ground Mounted Sign	100 sf	12 ft	One (1) sign per lot per street frontage
Portable Sign	8 sf		One (1) per establishment
Wall Sign	1 sf of wall signage per 1 lf of wall length	Not to exceed wall height	One (1) per each tenant having an exterior public entrance
Window Sign	32 sf	12 inches	One (1) per establishment
Projecting Blade Sign	16 sf		One (1) per establishment
Entry Signage	96 sf	12 ft	One (1) per bldg. entrance
Grand Opening and Temporary Signage	32 sf		
Developer Sign Types			
Major Parkway Identification	96 sf	12 ft	One (1) @ White Sulphur Rd
Way-finding Signage	100 sf	15 ft	As needed
Minor Information and Directional Signs	35 sf	8 ft	As needed
Regulatory Signs			As needed

Entry Feature Monuments

A main entrance feature or signage shall be allowed at the entrances from White Sulphur Road. The main entrance features may include extensive walls, fencing, landscaping and signage that is commensurate with the size of the Project and the scale of the entrances.

ENVIRONMENTAL

Flood Plain Management

Flood plains will remain undisturbed with the exception of roadway crossings and utility placement. A trail system may also be constructed within this zone.

Buffers, Landscaping and Tree Protection

An external buffer of 30' will be imposed where the site adjoins a residential zoning district. The buffer may be disturbed and replanted in these areas to the satisfaction of the Declarant. Landscaping and street trees will be required for individual sites within the park, consistent with the requirements provided in the covenants. Retention of specimen trees will be encouraged where feasible.

STORMWATER MANAGEMENT, GRADING AND EROSION CONTROL

Stormwater Management

A series of stormwater management facilities will be designed to serve the project on a basin-wide basis, rather than individual sites. However, individual sites will be required to provide water quality elements for their own stormwater runoff.

Grading and Erosion Control

The Project contemplates multiple areas being open to construction activity concurrently. Similarly, over time multiple phases of concurrent road and lot development may be on going in multiple parcels within multiple phases. At the developer's discretion these may be submitted as stand-alone projects or integrated within common sets of construction plans. Proper erosion control measures are to be maintained at all times with particular attention to steep fill or cut slopes, large areas of grading and areas immediately adjacent to stream buffers. Developer will adhere to all State and Federal requirements regarding erosion and sediment controls.

Stream Buffers

The subject property includes one stream along the eastern boundary. All required buffers and setbacks associated with the stream shall be recognized and adhered to.

DEVELOPMENT PHASING

Danji Business Park is anticipated to be developed over a time frame of several years. It is the Developer's desire and intent to develop all phases of the Project, but no guarantee is made by way of this document, zoning approval, or accompanying Concept Plan that all phases of the Project will be developed.

INFRASTRUCTURE IMPROVEMENTS

In general, the Developer shall be responsible for providing the timely construction of all on-site project-related infrastructure necessary to serve the Project, and to also accommodate or facilitate specific concurrent or future additional on-site system-related improvements of the County. The Developer shall not be required to oversize roads, facilities or pipe systems at their expense, unless accommodation is made for credits or rebates of fees and charges for the portion of system-related improvements that exceed otherwise required project-related improvements.

The construction and installation of infrastructure improvements shall be conducted in conformance with the applicable codes, ordinances, policies and procedures of the County and the other applicable governmental agencies and service providers, unless specifically modified herein. Modification of the requirements of other agencies or providers may be referenced here, but the authority to make such modifications lays with those other parties by separate agreement.

UTILITIES

Water Service

Water service will be provided by the City of Gainesville Water Resources, through an extension

of existing water lines.

Sanitary Sewer Service

Sanitary sewer service will be provided by either Hall County or the City of Gainesville. Further studies are necessary to determine whether gravity sewers will be constructed throughout the property or a pump station will be required.

Other Utilities

All utilities are to be placed underground. Electric, gas, phone, cable and/or fiber are to be placed by respective utility providers as available per County standards in common trench or conduit after curbing and prior to driveway/sidewalk installation. Small cell antenna systems for internet and Wi-Fi as an alternative to cable or fiber may be placed in conjunction with street light poles.

AMENDMENTS TO THESE CONDITIONS

It is understood that the Project is being constructed over an extended period of time in a rapidly growing area; therefore, amendments to these conditions are possible and should be anticipated. In order to protect the interests of the parties involved, along with the interests of neighboring property owners and the general public, these conditions shall be amended under the procedures outlined below:

Changes to the Concept Plan

Certain modifications to the Concept Plan are described above, which are exempt because of distance from the original perimeter of the property or can be administered at a staff level and do not require formal amendment of the Concept Plan. However, if a proposed change does not meet the criteria, a formal amendment must be approved through the same public hearing process as required for the original zoning approval. Examples of these would be major changes at the original perimeter of the property, or changes in use or development standards for the property on the whole.

Changes to the Language of these Conditions

Minor changes or clarifications of the language of these conditions may be made as part of a vote by the county commission at any duly called meeting. These include the adjustment of time frames for specific actions while maintaining the overall intent of Project phasing, the modification of technical specifications for infrastructure improvements, and the addition of new language clarifying issues not previously part of this agreement.

Other changes to the language of these conditions must be approved through the same public hearing process as required for the original zoning approval. This specifically includes the deletion of any required improvements, the addition of any permitted land use(s), any increase, above 10%, in the maximum amount of development permitted, or a change to the criteria for buffers or setbacks for development taking place adjacent to the Project Boundary.

EFFECT OF COUNTY ORDINANCE CHANGES

It is specifically acknowledged that the County may consider changes to its development regulations over the life of this Project's development, construction and occupancy. As such, the parties acknowledge that other development related codes and ordinances change over time, and such changes customarily have different effects on various portions of the Project's development depending upon their stage of completion.

Changes in Conflict with the Concept Plan or these conditions

Changes in County development-related codes, ordinances, policies or practices which are in direct conflict with the details or provisions of the approved Concept Plan or these conditions

shall not apply to the continued development of the Project, except where such changes are mandated by State or Federal law, such as changes to standard building codes, or except where such relate to County-wide fees or charges not addressed by the zoning documents.

Changes to Dimensional or Development Standards, or Subdivision Regulations

It is the intent of the County to allow the Project to develop with a consistent look and feel, and with a level of predictability in development cost over time. Therefore, changes to dimensional standards (such as height, setback, etc.), development standards (such as parking or landscaping requirements, or sign regulations), shall not apply to the remaining phases of development, unless there is a demonstrated compelling public health, safety, morals or welfare interest to require the new standard. Exceptions to this policy would be standards mandated by State or Federal law.

Other County Codes and Ordinances

Nothing within this agreement shall affect the ongoing enforcement of other County codes, regardless of changes over time, including codes affecting the accessory uses of property or maintenance of property.

Planning & Zoning
Received
July 20, 2026

Danji Business Park – Proffered Conditions – 7/17/2026

Staff Recommended Condition	Applicant Proffered Condition
1. The property shall be developed in accordance with the site plan dated May 12, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.	1. The property shall be developed in accordance with the site plan dated July 17, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026.	2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026 and restricted by condition #6.
3. Signage shall comply with the Unified Development Code unless a variance is obtained.	NO CHANGE
4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.	NO CHANGE
5. All conditions of zoning shall be made a part of any plats or construction plans created for the property.	NO CHANGE
	6. The following uses shall be prohibited within the business park: a) Livestock or poultry slaughtering b) Animal rendering by recycling slaughterhouse by-products into usable materials like fats and protein meals c) Brewery, micro-brewery, winery, distillery, or micro-distillery d) Composting or storage of organic material e) Commercial amusement, indoor f) Concert hall, auditorium g) Theater h) Animal care, indoor or outdoor i) Private morgue, mortuary, or crematorium j) Boat and recreational vehicle sales,

	rental, or service k) Vehicle sales, rental, or auction l) Vehicle repair, major or minor
	7. The Developer will agree to place covenants upon the business park similar to other industrial parks in the County, such as Gateway Industrial Centre.

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

SUPPLEMENTAL MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: July 20, 2026

Subject: Board of Commissioners Agenda, July 23, 2026

Please be advised that our office has reviewed the updated site plan for Tract 2 of the subject rezoning application. Upon review, we provide the following comments.

2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1, I-1 (C); Tax Parcels 15020 000012, 15020A000012A, 15020A000010(pt), 15020A000011 | **Proposed Use: Industrial Park** | Commission District 3 | **DANJI, LLC, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** A trip generation memo was provided. Based on the number of estimated trips, a traffic impact study (TIS) shall be provided to analyze impacts. The intersection to be analyzed in the study will include all proposed development driveways on White Sulphur Road for left and right turn lanes, White Sulphur Road at SR 365, White Sulphur Road at Ramsey Road and Ramsey Road at SR 365. Please include a queueing analysis to verify required storage lengths for existing and proposed turn lanes. The developer will be responsible for funding and construction of all improvements identified in the TIS approved by Public Works.
- **Utilities:** This property is located in the Gainesville service district. In order to connect to Hall County sewer, an IGA between Gainesville and Hall County will need to be approved by both parties. Any improvements required for connection to Hall County sewer or to increase sewer capacity will be at the developer's expense.

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	Danji, LLC
Request	**Rezone** | from Agricultural Residential 1 (AR-1) & Light Industrial (I-1) to Heavy Industrial (I-2)
Proposed Use	Industrial Park
Size	109.64± acres
Zoning	**Current:** Agricultural Residential 1 (AR-1) & Light Industrial (I-1) **Proposed:** Heavy Industrial (I-2)
Location	**2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road |** Tax Parcels 15020 000012, 15020A000012A(pt), 15020A000010(pt) and 15020A000011(pt)
Commission District	Three
Commission Date	July 23, 2026
Staff Recommendation	**Approval, with conditions,** as the proposed zoning is consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.
Record Number	HZON26-0016

Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan dated May 12, 2026, and as described in the project narrative dated May 13, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Uses shall comply with the Unified Development Code in effect at the time, superseding the uses identified in the submitted Narrative dated May 13, 2026.

3. Signage shall comply with the Unified Development Code unless a variance is obtained.

4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.

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

Summary Analysis

The applicant is requesting to rezone a combined 109.64± acre tract of four parcels from Agricultural Residential 1 (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) for an industrial park. The parcel at 3331 Seymour Road is currently developed with an accessory structure. The property at 3323 Seymour Road was rezoned from Agricultural Residential III (AR-III) to Light Industrial in 2005 to allow an industrial park but was never developed (ZON2005-00067).

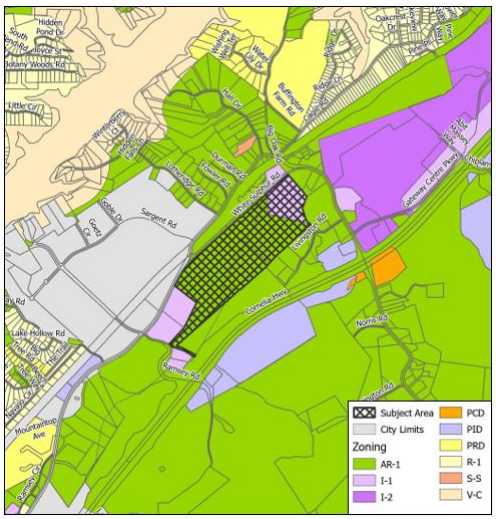
The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1(AR-1): single-family residences; Light Industrial (I-1): Tatsumi Intermodal; Right-of Way: Norfolk Southern Railroad; Gainesville Light Industrial (L-I): Kubota

East: Agricultural Residential 1 (AR-1): Airline Baptist Church, single-family residences

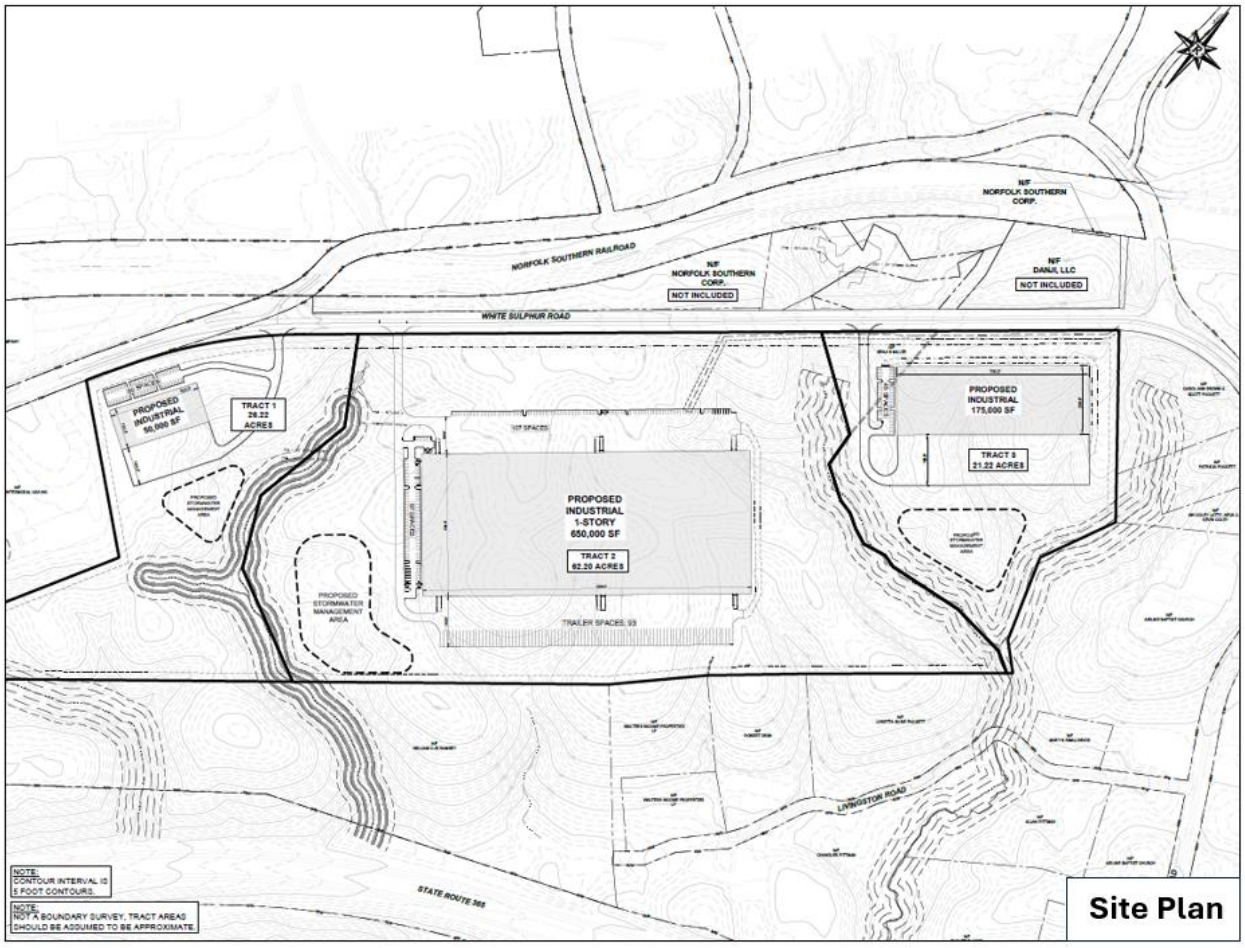
South: Agricultural Residential 1 (AR-1): single-family residences; Light Industrial (I-1): BL Systems Inc/light manufacturing & distribution

West: Light Industrial (I-1): Tatsumi Intermodal, BL Systems Inc/light manufacturing & distribution; City of Gainesville: Kubota, Leon Farmer & Co



Per the submitted narrative and site plan, the applicant proposes to reconfigure the property into three tracts for the purpose of developing an industrial business park. Tract 1 (26.22± acres) will contain one 50,000-square-foot building and 60 parking spaces. Tract 2 (62.20± acres) will contain one 650,000-square-foot building, 204 parking spaces, and 93 truck parking spaces. Tract 3 (21.22± acres) will contain one 175,000-square-foot building and 45 parking spaces. Each tract will provide its own stormwater management pond.

Per the submitted site plan, the proposed buildings meet the Heavy Industrial district setbacks of 50 feet from the front and 30 feet from the side and rear property lines. The narrative states there will be a 30-foot transitional buffer adjacent to residential uses and zoning districts and a 10-foot landscape strip adjacent to right-of-way. Stream buffer requirements throughout the site are met.



The submitted site plan identifies three full-access driveways, one for each parcel, along White Sulfur Road serving the proposed development. A Trip Generation Memo dated May 20, 2026, was prepared using a previously submitted site plan that showed two access points. A revised site plan has since been submitted indicating three access points; however, this modification does not constitute a significant change to the development's trip generation characteristics. Therefore, the conclusions of the May 20, 2026, memo remains applicable, indicating that the development is projected to have minimal impact on the local roadway network.

Water service will be provided by the City of Gainesville as confirmed in a letter dated May 14, 2026. Although the site is within the City of Gainesville's sewer district, the applicant anticipates connecting to Hall County sewer lines and coordination between Gainesville and Hall County will be required. The City of Gainesville has confirmed availability of sewer services in a letter from Bryan Lackey dated June 5, 2026. This letter simultaneously provides Hall County permission to serve this site although located within the Gainesville Sewer Service District.

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Employment Nodes and Corridors within the Gainesville character area. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. Site designs should use quality development principals.

Zoning Analysis

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The requested use may be considered suitable in view of the use and development of adjacent and nearby properties as the surrounding area consists of a variety of developments including industrial uses, warehouses and offices.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties if all buffer requirement from adjacent residential properties are met.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Georgia Department of Transportation and Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the intent of the Employment Nodes and Corridors future land use designation in the Comprehensive Plan in that these new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is developed with an accessory structure built between 2015 and 2018 per GIS imagery though no building permit is on record.**

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 adjacent parcels that are zoned Heavy Industrial (I-2), the Inland Port is located approximately 800 feet east of the proposed development, across White Sulphur Road and is zoned Heavy Industrial. Adjacent parcels to the south and west are zoned Light Industrial (I-1). Other parcels in the immediate vicinity are zoned Planned Industrial Development. Collectively, these districts establish a consistent pattern of industrial uses along this corridor.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support heavy industrial uses based on the Future Land Use Map; however, the current development requires rezoning approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative

and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated June 18, 2026, the Hall County Environmental Health Department stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated June 17, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated, "Off System, no impacts expected to the State Route."

Hall County Public Works and Utilities
In a memorandum dated June 24, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
A trip generation memo was provided. Based on the number of estimated trips, a traffic impact study (TIS) shall be provided to analyze impacts. Please coordinate with Public Works to discuss full scope and study expectations. The developer will be responsible for funding and construction of all improvements identified in the TIS approved by Public Works.

Utilities:
This property is located in the Gainesville service district. In order to connect to Hall County sewer, an IGA between Gainesville and Hall County will need to be approved by both parties. Any improvements required for connection to Hall County sewer or to increase sewer capacity will be at the developer's expense.

Hall County Fire Marshal
In a memorandum dated June 3, 2026, the Hall County Fire Marshal's Office stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Gainesville Engineering & Transportation
In an email dated June 18, 2026, Matthew Tarver, Deputy Director of Engineering & Transportation, stated: "Rhonda and I reviewed and we did not identify any additional intersections to Ramsey and White Sulphur for the developer to evaluate."

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
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ZONING APPLICATION

Applicant (Name & Mailing Address)

Danji, LLC
718 Green St.
Gainesville, GA 30501

Phone 770-536-3264

Email Address Jim@TheWaltersFirm.com

Property Owner (Name & Mailing Address)

Assemblage - see attached sheet

Phone

Email Address

Proposed Use Industrial park

Contact Person (Name & Mailing Address)

DCCM
425 Oak St.
Gainesville, GA 30501

Phone 770-718-0600

Email Address bgarmon@dccm.com

Status of Applicant

- Y Owner
- Y Option to Purchase
- Y Area Resident
- Y Other

Requested Action

Existing Zoning: AR-1/I-1(C)

Rezone to: I-2

Fee:$

Receipt #:

Check #:

Tax Parcel Number 15020A000010 (pt.), 15020 000011, 15020A000012, & 15020A000012A

Acreage approximately 110 acres

Location Address 3323 & 3331 Seymour Rd, 2862 & 2894 White Sulphur, Gainesville GA 30501

I hereby certify that the above information and all attached information are true and correct.

Sign [signature] Date: 5/14/26

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:

Danji, LLC – Property List

15020A000010 (partial) – 3323 Seymour Rd.
15020A000012 – 2862 White Sulphur Rd.
15020A000012A – 2894 White Sulphur Rd.
Property Owner: Walters Income Properties, LP
(formerly Danji, LLC)
718 Green Street
Gainesville, GA 30501
Represented by: Jim Walters
770-536-3264
Jim@TheWaltersFirm.com

15020A000011 (partial) – 3331 Seymour Rd.
Property Owner: Benji B Miller
3337 Seymour Road
Gainesville, GA 30501
[redacted]

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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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Benji Miller

Address 3331 Seymour Rd.

Gainesville, GA 30501

Phone Number [redacted]

Name of applicant(s) Danji, LLC

Address 718 Green St.

Gainesville, GA 30501

Phone Number 770-536-3264

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

May 18, 2026

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

Patricia A. Millard
Notary Public

5/18/26
Date

PATRICIA A MILLARD
NOTARY
EXPIRES
GEORGIA
JULY 4, 2028
PUBLIC
BANKS COUNTY

WALTERS INCOME PROPERTIES LP

Telephone:
(770) 534-9909

718 Green Street
Gainesville, GA 30501

July 1, 2026

TO WHOM IT MAY CONCERN:

I, Jackie W. Slaughter as President, the Authorized Person for Danji, LLC does hereby authorize James Walters to sign and submit documents on behalf of Danji, LLC.

Best Regards,

Jackie W. Slaughter

JACKIE W. SLAUGHTER

Sworn to and subscribed
before me this 1
day of July, 2026

Misty Clayton

Notary Public
Expiration Date: 2/21/2030

MISTY C. CLAYTON
NOTARY PUBLIC
Hall County, Georgia

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: 1/19/2026 1:56:39 PM

BUSINESS INFORMATION	
CONTROL NUMBER	0370855
BUSINESS NAME	DANJI, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/19/2026
ANNUAL REGISTRATION PERIOD	2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	P.O. BOX 2935, GAINESVILLE, GA, 30503, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
J.A. WALTERS	718 GREEN STREET, GAINESVILLE, GA, 30501, USA	Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Jackie W Slaughter
AUTHORIZER TITLE	Authorized Person

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: 1/19/2026 2:29:31 PM

BUSINESS INFORMATION	
CONTROL NUMBER	K702495
BUSINESS NAME	WALTERS INCOME PROPERTIES, L.P.
BUSINESS TYPE	Domestic Limited Partnership
EFFECTIVE DATE	01/19/2026
ANNUAL REGISTRATION PERIOD	2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	718 GREEN STREET, GAINESVILLE, GA, 30501, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
JAMES A WALTERS	718 GREEN STREET, GAINESVILLE, GA, 30501, USA	Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Jackie W Slaughter
AUTHORIZER TITLE	Authorized Person

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not JW

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 4/10/24

Applicant's/Owner's Name (Printed): James Walters o/b/o DANJI, LLC

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

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:** 5-18-26

Applicant's/Owner's Name (Printed): Benji Miller

DANJI

PROPOSED CONDITIONS OF ZONING

May 13, 2026

The request is to rezone approximately 110± acres from Agricultural Residential 1(AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) for a proposed business park. This document is submitted consistent with requirements of the Unified Development Code of Hall County, Georgia, as adopted November 14, 2024. It accompanies other rezoning application submittal material and is an integral part of the rezoning package to be reviewed by staff and to be subject to the public hearing process. As such it may be modified by mutual agreement of Hall County, Georgia ("County") and the Applicant, Danji (hereinafter "Developer") up to the point of approval by the county commissioners. Upon approval it shall become an integral part of the zoning approval for the properties herein described and depicted in the accompanying Conceptual Plan (hereinafter "Concept Plan"). Additional terms are provided for its interpretation or modification after approval.

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RELATIONSHIP TO COUNTY ZONING ACTION

This narrative explains and clarifies the Concept Plan and related development standards specific to the Danji Business Park (hereinafter "Project"). This method is common for large, complex developments that will be built over a period of several years. It gives the County, adjacent property owners, the general public and Developer, including its successors and assigns, certainty with respect to development standards, while also providing flexibility to the Developer to be able to respond to changes in market conditions and preferences consistent with the intent of the County's Zoning Ordinance as it exists at the time of initial application.

This document is intended to detail and clarify the conditions of zoning and slight modifications to the Hall County Unified Development Code for the Project as described herein and as reflected in the accompanying Exhibits. Due to the complexity of the Project, its projected build-out over a period of several years, and uncertainty of future economic considerations, the County acknowledges the significant rights vested to the applicant based on this approval, and the need for the Developer to be able to rely on these conditions of approval over the life of the project, as long as the project proceeds in general conformance with the program discussed herein. After approval, the conditions of zoning shall be recorded in the public records of Hall County, Georgia and reference to recording information shall be included on any and all plats created for the development.

It is intended that the submitted boundary perimeter of the Project (hereinafter "Project Boundary") and corresponding acreage will be as shown in submittal material. However, zoning conditions of the Project may be applied to additional property outside the initial Project Boundary, if the Applicant acquires additional property and with county commissioner approval via the rezoning process. Consideration of different conditions for the addition of property(ies) after approval(s) shall not prompt or require a re-review of conditions of zoning for the Project as it then exists, but shall apply only to additional lands, if any.

The subject property is located in the Gainesville Character Area, and the Future Land Use designation is Employment Nodes & Corridors. Its location is also immediately adjacent to the East Hall Character Area and Inland Port Future Land Use. This Character Area and the Future Land Use both strongly support new industrial development near the Gainesville Inland Port. The I-2 zoning is compatible on a limited basis with Employment Nodes & Corridors.

ADJACENT DEVELOPMENT

The subject property is located in unincorporated Hall County near the intersection of White Sulphur Road and State Route 365 (Cornelia Highway), and is an assemblage of several tracts zoned Agricultural Residential 1 (AR-1) and one parcel zoned Light Industrial (I-1). Summaries of adjacent properties, the zoning, and development statuses are listed below:

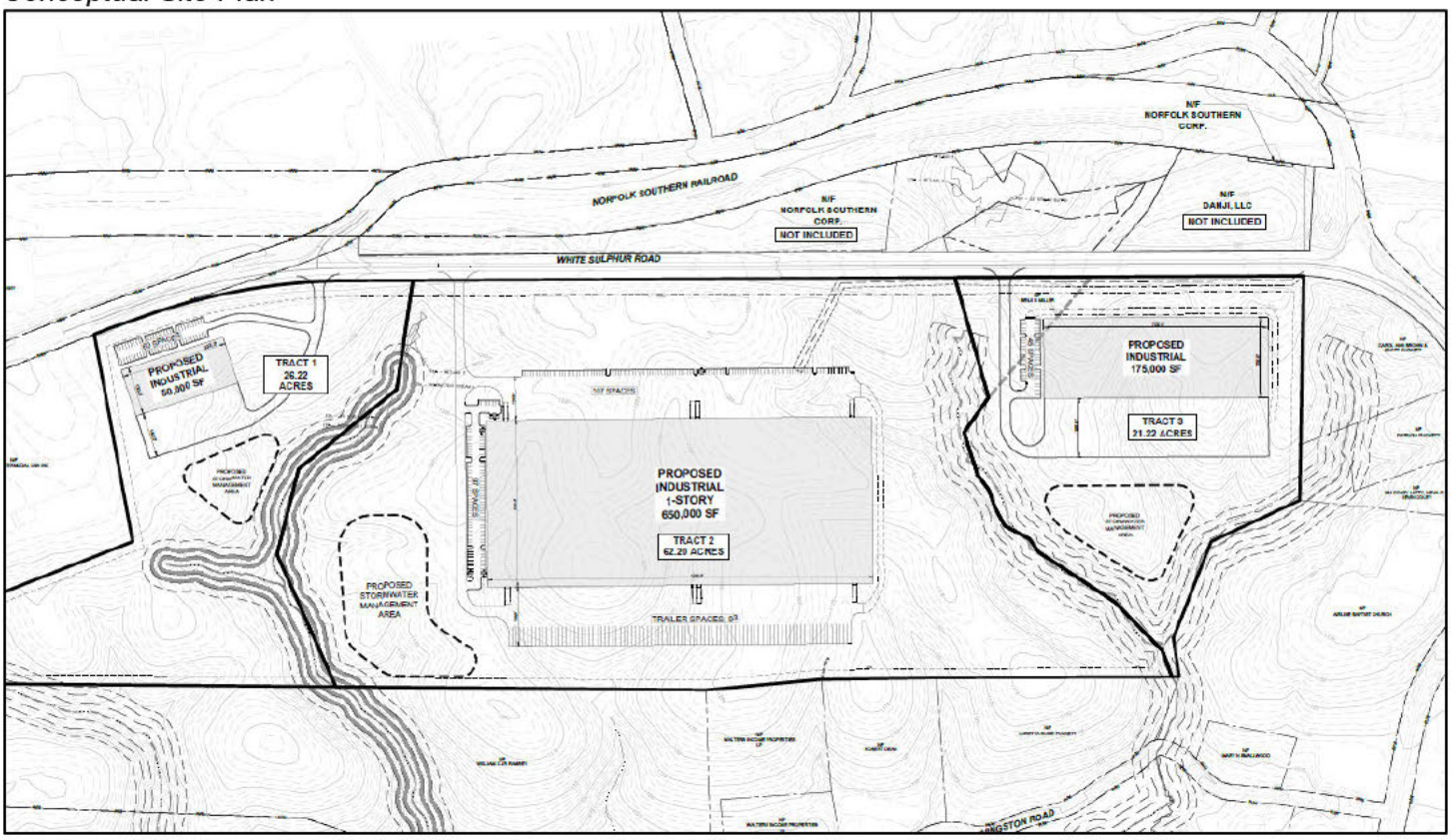
- East – zoned AR-1; developed with single-family residences and a church
  Across White Sulphur Road – zoned I-2; developed with the Blue Ridge Connector, an inland port operated by the Georgia Ports Authority.
- West – zoned I-1; developed with Tatsumi Intermodal (USA) Inc.
- South – zoned AR-1; mix of undeveloped and developed with single-family residences
- North – zoned AR-1; developed with single-family residences
  Zoned Light Industrial (L-1) within the city limits of Gainesville; developed with Kubota USA, Inc.

CONCEPT PLAN

The development of the Project shall be controlled by the Concept Plan, attached hereto as Exhibit "A", the Project Narrative and other exhibits provided as modified in the final approval. The Plan is considered conceptual in nature, and certain modifications to that Plan are anticipated as reflected in the specific language herein. Beyond such specific language, modifications of the location and arrangement of lots, roads, amenities and other improvements that do not materially conflict with specific standards and requirements of these conditions may

be made by the Developer, so long as such modification does not materially alter the location or nature of improvements or change the land use or increase density. The current Plan incorporates light industrial and heavy industrial uses.

Conceptual Site Plan



I-2 ZONING DISTRICT - DANJI BUSINESS PARK

The Project shown in the Concept Plan is strategically located on White Sulphur Road, near its intersection with State Route 365 (Cornelia Highway). The Park will consist of a network of access drives, loading areas and parking lots that will serve three (3) lots varying in size from approximately 19 acres to over 62 acres. The Developer will retain the flexibility to combine or further subdivide the lots in order to accommodate specific needs of future users.

The overall Concept Plan shows a proposed 1-story industrial building measuring approximately 50,000 square feet on Tract 1, a 1-story industrial building measuring 650,000 square feet on Tract 2, and a 175,000 square foot industrial building on Tract 3. Each tract also features access to the development from White Sulphur Road, parking/loading areas, and conceptual stormwater management facilities. The Developer acknowledges that the specific standards of these conditions and applicable County codes not otherwise modified herein shall control.

DEVELOPMENT STANDARDS

Dimensional Requirements

The dimensional requirements for the project shall be as outlined in Table 1 below:

Table 1

Dimensional Requirements - Danji Business Park	
Project Acreage	110 +/-
Minimum lot size	15,000 sf
Minimum lot width at building line	75'
Maximum site coverage - individual lot	80%
Minimum open space - individual lot	20%
Minimum open space - overall	20%
Minimum landscape strip along R/W's	10'
Maximum structure height	65'
Front setback from R/W	50'
Side setback	30'
Rear setback	30’
Industrial Park Perimeter Buffer - adjacent to residential uses/zoning districts	30'
Industrial Park Perimeter Buffer adjacent to nonresidential uses/zoning districts	none
Parking ratio – heavy industrial/manufacturing	1.5 spaces per 5,000 sf
Minimum number of off-street loading spaces	1 space per 20,000 sf of floor area

Development Rules and Regulations

The Developer agrees to comply with all applicable County rules and regulations in effect on the date of approval, except as specifically modified herein. The Developer agrees to comply with future amendments to those rules or regulations, except where specific conflicting standards are approved herein, or such future compliance is specifically waived.

Subsequent actions by the County to change Development Standards for other zoning districts of the County shall not apply to the Danji Business Park, unless such changes are county-wide and required by changes in federal or state laws. By approval of the County, the Developer will have substantial vested rights for the Project.

Permitted Uses

This I-2 zoning shall allow for the following uses:

- Craft manufacturing
- Animal processing, packing, treating and storage, livestock or poultry slaughtering, processing of food and related products
- Laboratory
- Production of food and beverages
- Land-intensive outdoor sales and services
- Repair and/or servicing of industrial, business, or consumer machinery, equipment, or products mainly by providing centralized services for separate retail outlets
- Brewery, micro-brewery, winery, distillery, or micro-distillery
- Clothing, textile, or apparel manufacturing
- Assembly or manufacturing of scientific measuring instruments
- Pharmaceutical or medical supply manufacturing
- Printing, bookbinding, or publishing
- Sheet metal, welding, machine shop, or tool repair
- Woodworking, cabinet makers, or furniture manufacturing
- Contractors equipment storage

- Heavy equipment storage
- Truck yard
- Self-service storage
- Building materials storage
- Bulk storage, including non-flammable liquids, cold storage plants, frozen food lockers, household moving and general freight storage
- Distribution of products or merchandise
- Parcel services
- Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred
- Composting or storage of organic material
- Wholesale
- Fraternal organization or club, non-profit
- Place of worship
- Community center
- Public buildings and uses
- Major utilities, public
- Small wireless facilities and antennas
- Adult day care center
- Commercial amusement, indoor
- Concert hall, auditorium
- Indoor shooting range
- Theater
- Radio, film, recording, and television studios and stations
- Trade, vocational, or business school
- Medical office, dental office, chiropractor, osteopath, physician, or medical practitioner
- Medical clinic, urgent care, or emergency medical office
- Animal care, indoor or outdoor
- Beauty, hair, or nail salon
- Massage therapy
- Personal repair
- Photocopying, printing, or reproduction service
- Tailor, milliner, or upholsterer
- Taxidermist
- Catering service
- Funeral home
- Private morgue, mortuary, or crematorium
- Boat and recreational vehicle sales, rental, or service
- Car wash
- Fuel sales
- Service station
- Truck stop
- Vehicle sales, rental, or auction
- Vehicle repair, major or minor
- Research and development
- Accessory uses and structures
- Drive-thru facilities
- Garden

- Institutional accessory uses
- Outdoor storage, major or minor
- Religious accessory uses
- Mobile food establishment
- Construction trailer, temporary construction offices housed in trailer or modular buildings
- Conservation Area

In addition, this I-2 zoning shall allow for the following specific uses:

- Proving grounds for equipment performance testing. Such facilities shall be specialized, secure areas designed to test the durability, safety, and performance of equipment, vehicles, and technology under controlled or extreme real-world conditions.
- Equipment maintenance facilities owned and operated by government agencies

DEVELOPMENT FEES

All applicable fees for water & sewer connections, land disturbance permits and building permits will be administered based on the then current fee schedule for Hall County.

AESTHETICS

Architecture

The Developer proposes a unified development vernacular of building forms, mass, articulation, exterior treatments, surface materials and finishes, complimentary colors and similar details. This approval will guide development of the buildings, with no further architectural approval required outside of the administrative building permit process.

Review and compliance will be monitored through the covenants to be filed on the property.

Landscape Standards

Landscape standards shall be in accordance with the Declaration of Covenants, Restrictions and Easements for Danji Business Park, to be recorded on the property. Any standards not addressed within the covenants shall meet the standards of the UDC.

SIGNAGE

Signage and graphics design standards are developed to establish a cohesive, distinctive and functional system to visually attract and communicate with everyone who visits and works in Danji Business Park. A well-coordinated sign system is also one of the most effective ways of creating lasting identity and way-finding clarity. Project signage along public roadways in Danji Business Park will be designed with high-quality images. A coordinated program of signage for individual sites shall be approved in conjunction with the site plan approval of the building.

All sign square footage criteria are calculated inclusive of the sign monument.

Signage design criteria requested as follows:

Sign Type	Maximum Area per Face (SF)	Maximum Height (ft)	Frequency
User Sign Types			
Ground Mounted Sign	100 sf	12 ft	One (1) sign per lot per street frontage

Portable Sign	8 sf		One (1) per establishment
Wall Sign	1 sf of wall signage per 1 lf of wall length	Not to exceed wall height	One (1) per each tenant having an exterior public entrance
Window Sign	32 sf	12 inches	One (1) per establishment
Projecting Blade Sign	16 sf		One (1) per establishment
Entry Signage	96 sf	12 ft	One (1) per bldg. entrance
Grand Opening and Temporary Signage	32 sf		
Developer Sign Types			
Major Parkway Identification	96 sf	12 ft	One (1) @ White Sulphur Rd
Way-finding Signage	100 sf	15 ft	As needed
Minor Information and Directional Signs	35 sf	8 ft	As needed
Regulatory Signs			As needed

Entry Feature Monuments

A main entrance feature or signage shall be allowed at the entrances from White Sulphur Road. The main entrance features may include extensive walls, fencing, landscaping and signage that is commensurate with the size of the Project and the scale of the entrances.

ENVIRONMENTAL

Flood Plain Management

Flood plains will remain undisturbed with the exception of roadway crossings and utility placement. A trail system may also be constructed within this zone.

Buffers, Landscaping and Tree Protection

An external buffer of 30' will be imposed where the site adjoins a residential zoning district. The buffer may be disturbed and replanted in these areas to the satisfaction of the Declarant. Landscaping and street trees will be required for individual sites within the park, consistent with the requirements provided in the covenants. Retention of specimen trees will be encouraged where feasible.

STORMWATER MANAGEMENT, GRADING AND EROSION CONTROL

Stormwater Management

A series of stormwater management facilities will be designed to serve the project on a basin-wide basis, rather than individual sites. However, individual sites will be required to provide water quality elements for their own stormwater runoff.

Grading and Erosion Control

The Project contemplates multiple areas being open to construction activity concurrently. Similarly, over time multiple phases of concurrent road and lot development may be on going in multiple parcels within multiple phases. At the developer's discretion these may be submitted as stand-alone projects or integrated within common sets of construction plans. Proper erosion control measures are to be maintained at all times with particular attention to steep fill or cut slopes, large areas of grading and areas immediately adjacent to stream buffers. Developer will adhere to all State and Federal requirements regarding erosion and sediment controls.

Stream Buffers

The subject property includes one stream along the eastern boundary. All required buffers and setbacks associated with the stream shall be recognized and adhered to.

DEVELOPMENT PHASING

Danji Business Park is anticipated to be developed over a time frame of several years. It is the Developer's desire and intent to develop all phases of the Project, but no guarantee is made by way of this document, zoning approval, or accompanying Concept Plan that all phases of the Project will be developed.

INFRASTRUCTURE IMPROVEMENTS

In general, the Developer shall be responsible for providing the timely construction of all on-site project-related infrastructure necessary to serve the Project, and to also accommodate or facilitate specific concurrent or future additional on-site system-related improvements of the County. The Developer shall not be required to oversize roads, facilities or pipe systems at their expense, unless accommodation is made for credits or rebates of fees and charges for the portion of system-related improvements that exceed otherwise required project-related improvements.

The construction and installation of infrastructure improvements shall be conducted in conformance with the applicable codes, ordinances, policies and procedures of the County and the other applicable governmental agencies and service providers, unless specifically modified herein. Modification of the requirements of other agencies or providers may be referenced here, but the authority to make such modifications lays with those other parties by separate agreement.

UTILITIES

Water Service

Water service will be provided by the City of Gainesville Water Resources, through an extension of existing water lines.

Sanitary Sewer Service

Sanitary sewer service will be provided by either Hall County or the City of Gainesville. Further studies are necessary to determine whether gravity sewers will be constructed throughout the property or a pump station will be required.

Other Utilities

All utilities are to be placed underground. Electric, gas, phone, cable and/or fiber are to be placed by respective utility providers as available per County standards in common trench or conduit after curbing and prior to driveway/sidewalk installation. Small cell antenna systems for internet and Wi-Fi as an alternative to cable or fiber may be placed in conjunction with street light poles.

AMENDMENTS TO THESE CONDITIONS

It is understood that the Project is being constructed over an extended period of time in a rapidly growing area; therefore, amendments to these conditions are possible and should be anticipated. In order to protect the interests of the parties involved, along with the interests of neighboring property owners and the general public, these conditions shall be amended under the procedures outlined below:

Changes to the Concept Plan

Certain modifications to the Concept Plan are described above, which are exempt because of distance from the original perimeter of the property or can be administered at a staff level and do not require formal amendment of the Concept Plan. However, if a proposed change does not meet the criteria, a formal amendment must be approved through the same public hearing process as required for the original zoning approval. Examples of these would be major changes at the original perimeter of the property, or changes in use or development standards for the property on the whole.

Changes to the Language of these Conditions

Minor changes or clarifications of the language of these conditions may be made as part of a vote by the county commission at any duly called meeting. These include the adjustment of time frames for specific actions while maintaining the overall intent of Project phasing, the modification of technical specifications for infrastructure improvements, and the addition of new language clarifying issues not previously part of this agreement.

Other changes to the language of these conditions must be approved through the same public hearing process as required for the original zoning approval. This specifically includes the deletion of any required improvements, the addition of any permitted land use(s), any increase, above 10%, in the maximum amount of development permitted, or a change to the criteria for buffers or setbacks for development taking place adjacent to the Project Boundary.

EFFECT OF COUNTY ORDINANCE CHANGES

It is specifically acknowledged that the County may consider changes to its development regulations over the life of this Project's development, construction and occupancy. As such, the parties acknowledge that other development related codes and ordinances change over time, and such changes customarily have different effects on various portions of the Project's development depending upon their stage of completion.

Changes in Conflict with the Concept Plan or these conditions

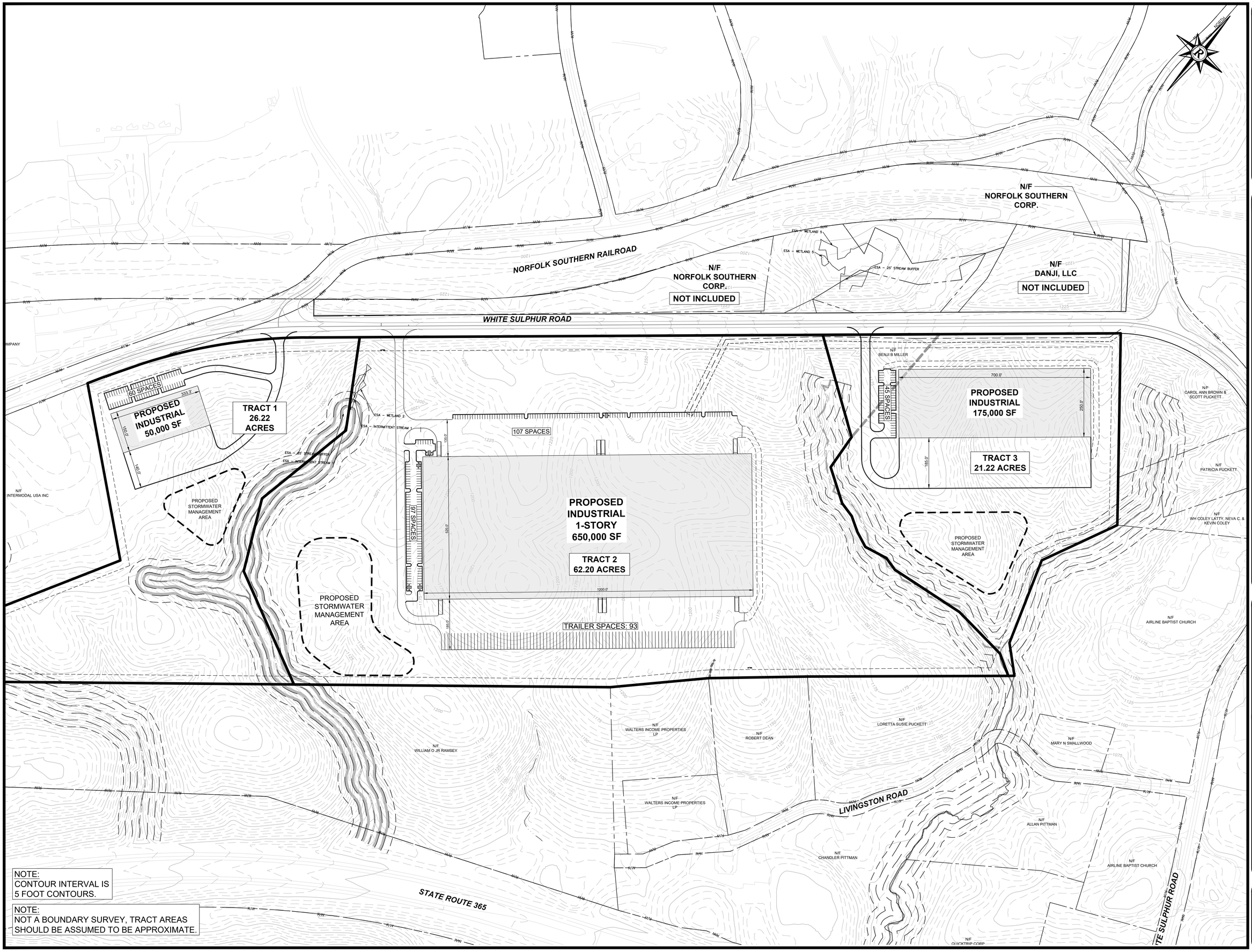
Changes in County development-related codes, ordinances, policies or practices which are in direct conflict with the details or provisions of the approved Concept Plan or these conditions shall not apply to the continued development of the Project, except where such changes are mandated by State or Federal law, such as changes to standard building codes, or except where such relate to County-wide fees or charges not addressed by the zoning documents.

Changes to Dimensional or Development Standards, or Subdivision Regulations

It is the intent of the County to allow the Project to develop with a consistent look and feel, and with a level of predictability in development cost over time. Therefore, changes to dimensional standards (such as height, setback, etc.), development standards (such as parking or landscaping requirements, or sign regulations), shall not apply to the remaining phases of development, unless there is a demonstrated compelling public health, safety, morals or welfare interest to require the new standard. Exceptions to this policy would be standards mandated by State or Federal law.

Other County Codes and Ordinances

Nothing within this agreement shall affect the ongoing enforcement of other County codes, regardless of changes over time, including codes affecting the accessory uses of property or maintenance of property.



DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.716.0800 | DCCM.com

REZONING EXHIBIT
FOR:

WHITE SULPHUR ROAD

DANJI TRACTS

LOCATED IN:
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF DCCM VOIDS THE ASSOCIATED WITH SUCH ORIGINAL DRAWINGS. DCCM ASSUMES NO RESPONSIBILITY FOR UNAUTHORIZED ALTERATIONS.

GRAPHIC SCALE
50' 0' 100' 200'

####

SHEET 1 OF 1

DATE: 1/12/2026
SCALE: 1"=100'
JOB NO: 2024-151.CAN
DWG NO: 2024-151.DWG
DRAWN BY: ATM

REZONING PROPERTY MAP
FOR
WHITE SULPHUR ROAD
DANJI TRACTS
LOCATED IN
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES

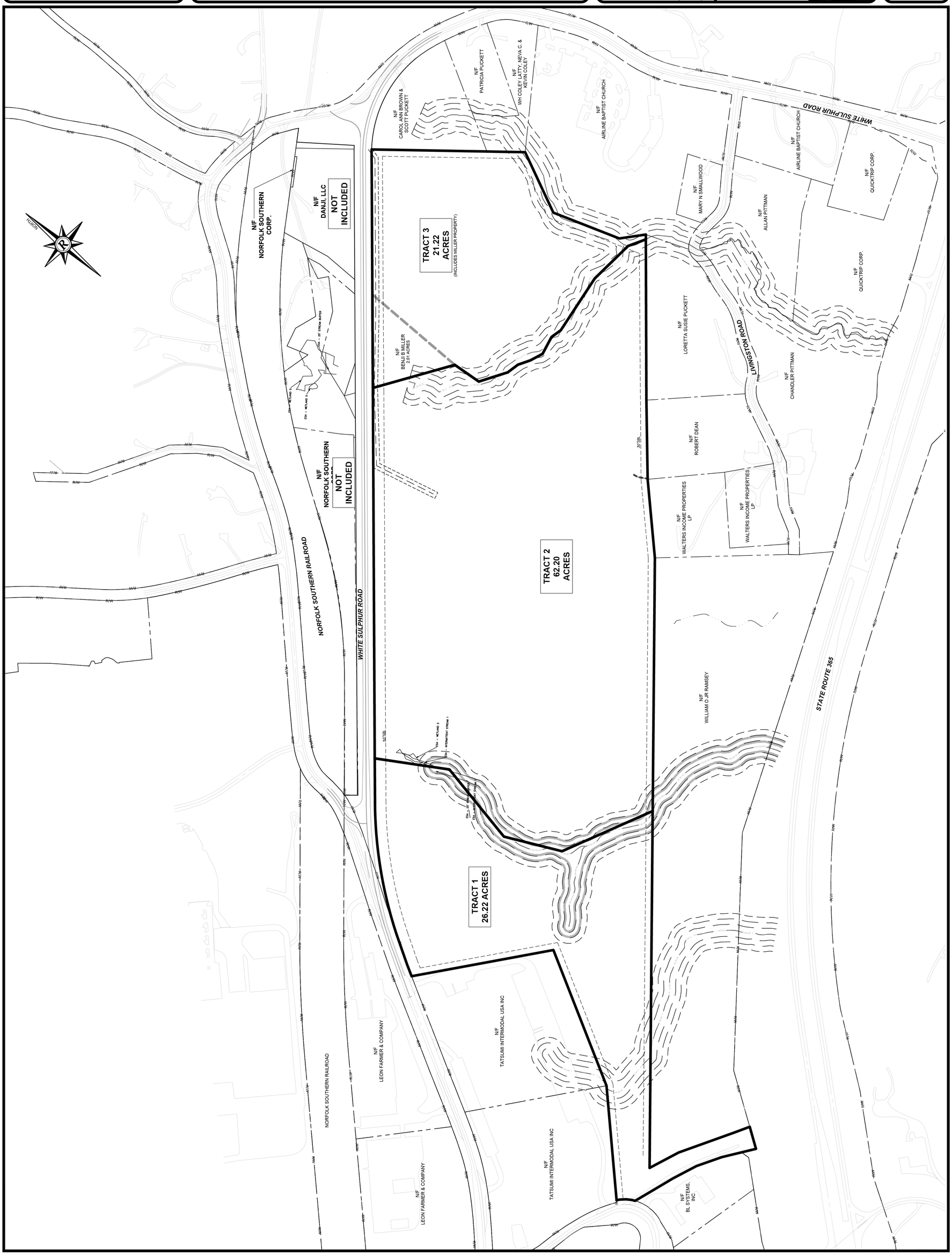
GRAPHIC SCALE
75' 0' 150' 300'

###

SHEET 1 OF 1

DATE: 5/1/2026
JOB NO. 025015I.DAN
DWG NO. SEW-CNCP
SCALE: 1"=150'
DRAWN BY: ATM

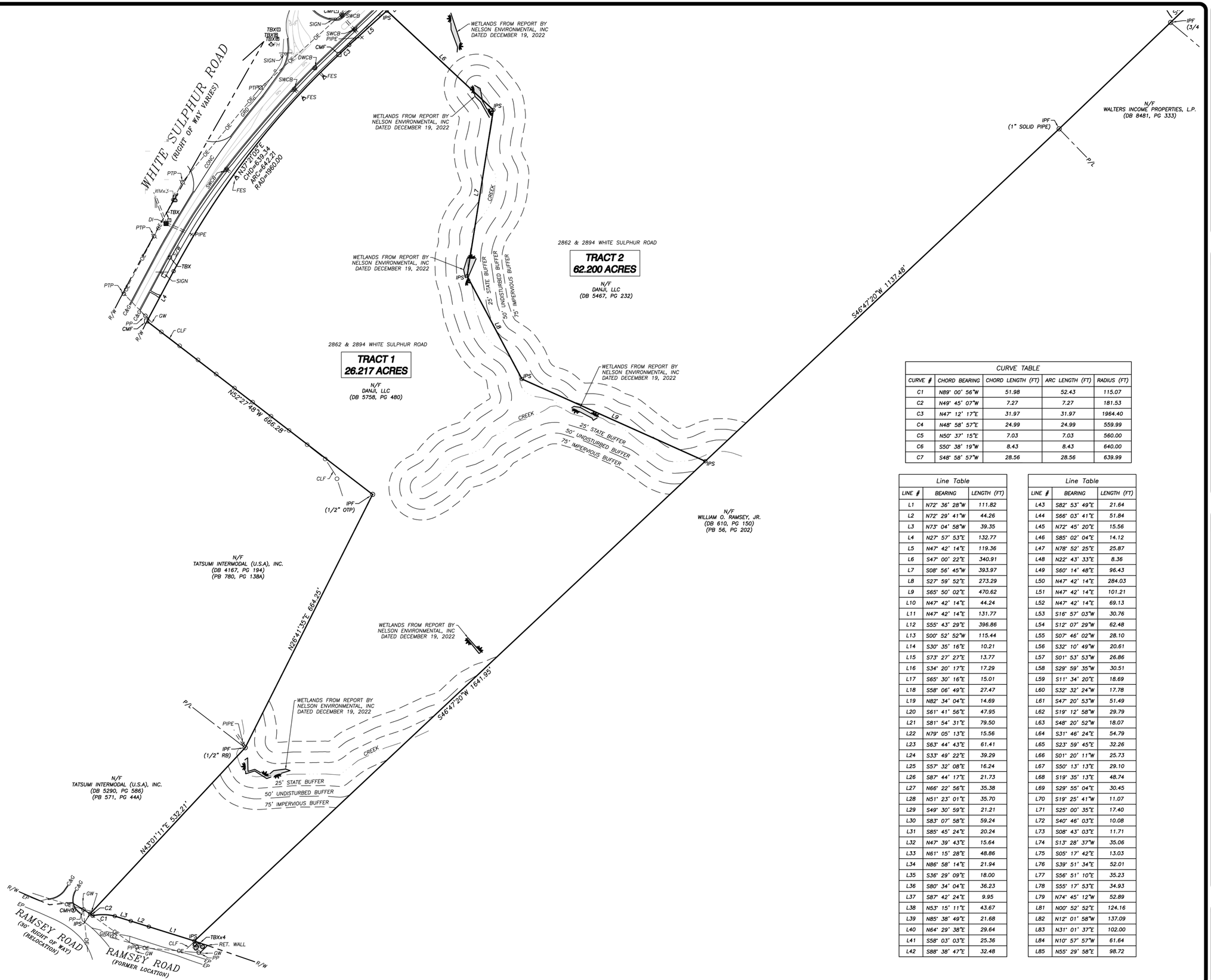
DCCM
DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CI	–	CURB INLET
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CO-SS	–	CLEANOUT
CONC	–	CONCRETE
DB,PG	–	DEED BOOK, PAGE
DI	–	DROP INLET
DIR	–	DIRECTION
DWCB	–	DOUBLE-WING CATCH BASIN
EP	–	EDGE OF PAVEMENT
FES	–	FLARED END SECTION
FH	–	FIRE HYDRANT
GV	–	GAS VALVE
GW	–	GUY WIRE
HW	–	HEADWALL
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
JB	–	JUNCTION BOX
LP	–	LIGHT POLE
MH	–	MANHOLE
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
PBX	–	POWER BOX
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVMT	–	PAVEMENT
RB	–	REBAR
RCP	–	REINFORCED CONCRETE PIPE
RET.	–	RETAINING
R/W	–	RIGHT OF WAY
-S-	–	SANITARY SEWER LINE
S/W	–	SIDEWALK
SWCB	–	SINGLE-WING CATCH BASIN
TBX	–	TELEPHONE BOX
TFR	–	TRANSFORMER
TP	–	TELEPHONE POLE
WI	–	WEIR INLET
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE



CURVE TABLE				
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
C1	N89° 00' 56"W	51.98	52.43	115.07
C2	N49° 45' 07"W	7.27	7.27	181.53
C3	N47° 12' 17"E	31.97	31.97	1964.40
C4	N48° 58' 57"E	24.99	24.99	559.99
C5	N50° 37' 15"E	7.03	7.03	560.00
C6	S50° 38' 19"W	8.43	8.43	640.00
C7	S48° 58' 57"W	28.56	28.56	639.99

Line Table		
LINE #	BEARING	LENGTH (FT)
L1	N72° 36' 28"W	111.82
L2	N72° 29' 41"W	44.26
L3	N73° 04' 58"W	39.35
L4	N27° 57' 53"E	132.77
L5	N47° 42' 14"E	119.36
L6	S47° 00' 22"E	340.91
L7	S08° 56' 45"W	393.97
L8	S27° 59' 52"E	273.29
L9	S65° 50' 02"E	470.62
L10	N47° 42' 14"E	44.24
L11	N47° 42' 14"E	131.77
L12	S55° 43' 29"E	396.86
L13	S00° 52' 52"W	115.44
L14	S30° 35' 16"E	10.21
L15	S73° 27' 27"E	13.77
L16	S34° 20' 17"E	17.29
L17	S65° 30' 16"E	15.01
L18	S58° 06' 49"E	27.47
L19	N82° 34' 04"E	14.69
L20	S61° 41' 56"E	47.95
L21	S81° 54' 31"E	79.50
L22	N79° 05' 13"E	15.56
L23	S63° 44' 43"E	61.41
L24	S33° 49' 22"E	39.29
L25	S57° 32' 08"E	16.24
L26	S87° 44' 17"E	21.73
L27	N66° 22' 56"E	35.38
L28	N51° 23' 01"E	35.70
L29	S49° 30' 59"E	21.21
L30	S83° 07' 58"E	59.24
L31	S85° 45' 24"E	20.24
L32	N47° 39' 43"E	15.64
L33	N61° 15' 28"E	48.86
L34	N86° 58' 14"E	21.94
L35	S36° 29' 09"E	18.00
L36	S80° 34' 04"E	36.23
L37	S87° 42' 24"E	9.95
L38	N53° 15' 11"E	43.67
L39	N85° 38' 49"E	21.68
L40	N64° 29' 38"E	29.64
L41	S58° 03' 03"E	25.36
L42	S88° 38' 47"E	32.48

Line Table		
LINE #	BEARING	LENGTH (FT)
L43	S82° 53' 49"E	21.64
L44	S66° 03' 41"E	51.84
L45	N72° 45' 20"E	15.56
L46	S85° 02' 04"E	14.12
L47	N78° 52' 25"E	25.87
L48	N22° 43' 33"E	8.36
L49	S60° 14' 48"E	96.43
L50	N47° 42' 14"E	284.03
L51	N47° 42' 14"E	101.21
L52	N47° 42' 14"E	69.13
L53	S16° 57' 03"W	30.76
L54	S12° 07' 29"W	62.48
L55	S07° 46' 02"W	28.10
L56	S32° 10' 49"W	20.61
L57	S01° 53' 53"W	26.86
L58	S29° 59' 35"W	30.51
L59	S11° 34' 20"E	18.69
L60	S32° 32' 24"W	17.78
L61	S47° 20' 53"W	51.49
L62	S19° 12' 58"W	29.79
L63	S48° 20' 52"W	18.07
L64	S31° 46' 24"E	54.79
L65	S23° 59' 45"E	32.26
L66	S01° 20' 11"W	25.73
L67	S50° 13' 13"E	29.10
L68	S19° 35' 13"E	48.74
L69	S29° 55' 04"E	30.45
L70	S19° 25' 41"W	11.07
L71	S25° 00' 35"E	17.40
L72	S40° 46' 03"E	10.08
L73	S08° 43' 03"E	11.71
L74	S13° 28' 37"W	35.06
L75	S05° 17' 42"E	13.03
L76	S39° 51' 34"E	52.01
L77	S56° 51' 10"E	35.23
L78	S55° 17' 53"E	34.93
L79	N74° 45' 12"W	52.89
L81	N00° 52' 52"E	124.16
L82	N12° 01' 58"W	137.09
L83	N31° 01' 37"E	102.00
L84	N10° 57' 57"W	61.64
L85	N55° 29' 58"E	98.72

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

RECONFIGURATION PLAT FOR

DANJI, LLC
WHITE SULPHUR ROAD

LOCATED IN
G.M.D. 411
HALL COUNTY, GEORGIA

REVISIONS		
NO.	DATE	DESCRIPTION

GRAPHIC SCALE
0' 50' 100' 200' 300'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR
DRAFT
Robert S. Cleveland

SHEET 2 OF 2

DATE: 05/05/2026
SCALE: 1" = 100'
JOB NO.: G204151.DAN
DRAWN BY: MNG
DWG NO.: RECON.0

LEGEND

C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CI	–	CURB INLET
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CO-SS	–	CLEANOUT
CONC	–	CONCRETE
DB,PG	–	DEED BOOK, PAGE
DI	–	DROP INLET
DIR	–	DIRECTION
DWCB	–	DOUBLE-WING CATCH BASIN
EP	–	EDGE OF PAVEMENT
FES	–	FLARED END SECTION
FH	–	FIRE HYDRANT
GV	–	GAS VALVE
GW	–	GUY WIRE
HW	–	HEADWALL
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
JB	–	JUNCTION BOX
LP	–	LIGHT POLE
MH	–	MANHOLE
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
PBX	–	POWER BOX
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVMT	–	PAVEMENT
RB	–	REBAR
RCP	–	REINFORCED CONCRETE PIPE
RET.	–	RETAINING
R/W	–	RIGHT OF WAY
-S-	–	SANITARY SEWER LINE
S/W	–	SIDEWALK
SWCB	–	SINGLE-WING CATCH BASIN
TBX	–	TELEPHONE BOX
TFR	–	TRANSFORMER
TP	–	TELEPHONE POLE
WI	–	WEIR INLET
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

GRID NORTH
GA WEST ZONE

N/F
NORFOLK SOUTHERN CORPORATION
(DB 9825, PG 195)

POB CMF
N:1583894.62
E:2416999.17

WETLANDS FROM REPORT BY
NELSON ENVIRONMENTAL, INC
DATED DECEMBER 19, 2022

CREEK

25' STATE BUFFER
50' UNDISTURBED BUFFER
75' IMPERVIOUS BUFFER

CL OF CREEK
IS P/L
L14 – L48

IPF
(1/2" RB)

N47°42'14"E 1600.19'

2862 & 2894 WHITE SULPHUR ROAD

TRACT 2
62.200 ACRES

N/F
DANJI, LLC
(DB 5467, PG 232)

TRACT 1
26.217 ACRES

N/F
DANJI, LLC
(DB 5758, PG 480)

N52°27'45"W 686.28'

N37°21'05"E
CHD=539.34
ARC=642.21
RAD=1860.00

S46°07'39"W 703.52'

N/F
LORETTA SUSIE PUCKETT
(NO DEED FOUND)

IPF
(1" OTP)

S46°17'53"W 721.95'

N/F
ROBERT DEAN
(DB 8660, PG 622)
(PB 588, PG 217A)

IPF
(3/4" OTP)

N/F
WALTERS INCOME PROPERTIES, L.P.
(DB 8481, PG 333)

IPF
(1" SOLID PIPE)

S46°47'20"W 1137.48'

Line Table		
LINE #	BEARING	LENGTH (FT)
L1	N72° 36' 28"W	111.82
L2	N72° 29' 41"W	44.26
L3	N73° 04' 58"W	39.35
L4	N27° 57' 53"E	132.77
L5	N47° 42' 14"E	119.36
L6	S47° 00' 22"E	340.91
L7	S08° 56' 45"W	393.97
L8	S27° 59' 52"E	273.29
L9	S65° 50' 02"E	470.62
L10	N47° 42' 14"E	44.24
L11	N47° 42' 14"E	131.77
L12	S55° 43' 29"E	396.86
L13	S00° 52' 52"W	115.44
L14	S30° 35' 16"E	10.21
L15	S73° 27' 27"E	13.77
L16	S34° 20' 17"E	17.29
L17	S65° 30' 16"E	15.01
L18	S58° 06' 49"E	27.47
L19	N82° 34' 04"E	14.69
L20	S61° 41' 56"E	47.95
L21	S81° 54' 31"E	79.50
L22	N79° 05' 13"E	15.56
L23	S63° 44' 43"E	61.41
L24	S33° 49' 22"E	39.29
L25	S57° 32' 08"E	16.24
L26	S87° 44' 17"E	21.73
L27	N66° 22' 56"E	35.38
L28	N51° 23' 01"E	35.70
L29	S49° 30' 59"E	21.21
L30	S83° 07' 58"E	59.24
L31	S85° 45' 24"E	20.24
L32	N47° 39' 43"E	15.64
L33	N61° 15' 28"E	48.86
L34	N86° 58' 14"E	21.94
L35	S36° 29' 09"E	18.00
L36	S80° 34' 04"E	36.23
L37	S87° 42' 24"E	9.95
L38	N53° 15' 11"E	43.67
L39	N85° 38' 49"E	21.68
L40	N64° 29' 38"E	29.64
L41	S58° 03' 03"E	25.36
L42	S88° 38' 47"E	32.48

Line Table		
LINE #	BEARING	LENGTH (FT)
L43	S82° 53' 49"E	21.64
L44	S66° 03' 41"E	51.84
L45	N72° 45' 20"E	15.56
L46	S85° 02' 04"E	14.12
L47	N78° 52' 25"E	25.87
L48	N22° 43' 33"E	8.36
L49	S60° 14' 48"E	96.43
L50	N47° 42' 14"E	284.03
L51	N47° 42' 14"E	101.21
L52	N47° 42' 14"E	69.13
L53	S16° 57' 03"W	30.76
L54	S12° 07' 29"W	62.48
L55	S07° 46' 02"W	28.10
L56	S32° 10' 49"W	20.61
L57	S01° 53' 53"W	26.86
L58	S29° 59' 35"W	30.51
L59	S11° 34' 20"E	18.69
L60	S32° 32' 24"W	17.78
L61	S47° 20' 53"W	51.49
L62	S19° 12' 58"W	29.79
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L65	S23° 59' 45"E	32.26
L66	S01° 20' 11"W	25.73
L67	S50° 13' 13"E	29.10
L68	S19° 35' 13"E	48.74
L69	S29° 55' 04"E	30.45
L70	S19° 25' 41"W	11.07
L71	S25° 00' 35"E	17.40
L72	S40° 46' 03"E	10.08
L73	S08° 43' 03"E	11.71
L74	S13° 28' 37"W	35.06
L75	S05° 17' 42"E	13.03
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L78	S55° 17' 53"E	34.93
L79	N74° 45' 12"W	52.89
L81	N00° 52' 52"E	124.16
L82	N12° 01' 58"W	137.09
L83	N31° 01' 37"E	102.00
L84	N10° 57' 57"W	61.64
L85	N55° 29' 58"E	98.72

CURVE TABLE				
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
C1	N89° 00' 56"W	51.98	52.43	115.07
C2	N49° 45' 07"W	7.27	7.27	181.53
C3	N47° 12' 17"E	31.97	31.97	1964.40
C4	N48° 58' 57"E	24.99	24.99	559.99
C5	N50° 37' 15"E	7.03	7.03	560.00
C6	S50° 38' 19"W	8.43	8.43	640.00
C7	S48° 58' 57"W	28.56	28.56	639.99

DCCM
DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

TRACT 2 EXHIBIT

DANJI, LLC
WHITE SULPHUR ROAD

LOCATED IN
G.M.D. 411
HALL COUNTY, GEORGIA

REVISIONS		
NO.	DATE	DESCRIPTION

GRAPHIC SCALE
0' 50' 100' 200' 300'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland
DRAFT

SHEET 2 OF 2
DATE: 05/05/2026
SCALE: 1" = 100'
JOB NO.: G204151.DAN
DRAWN BY: MNG
DWG NO.: RECON.0

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

VICINITY MAP
SCALE: NTS

SURVEYORS CERTIFICATION

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

DRAFT

ROBERT S. CLEVELAND, PLS #2894 DATE
scleveland@dccm.com
Rochester and Associates, LLC.
LSF-000484 EXPIRATION 6/30/2026
www.rochester-assoc.com

HALL COUNTY ENGINEERING DEPARTMENT PLAT NOTES

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 10.4.7).

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 § 6.5.4)

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP 13139C0185H, EFFECTIVE DATE DECEMBER 1, 2022.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 10.5.7)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

OWNER'S ACKNOWLEDGMENT AND DECLARATION

COUNTY OF HALL, STATE OF GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO HALL COUNTY FOREVER, ALL WATER MAINS, WATER EASEMENTS AND ASSOCIATED APPURTENANCES THEREON SHOWN.

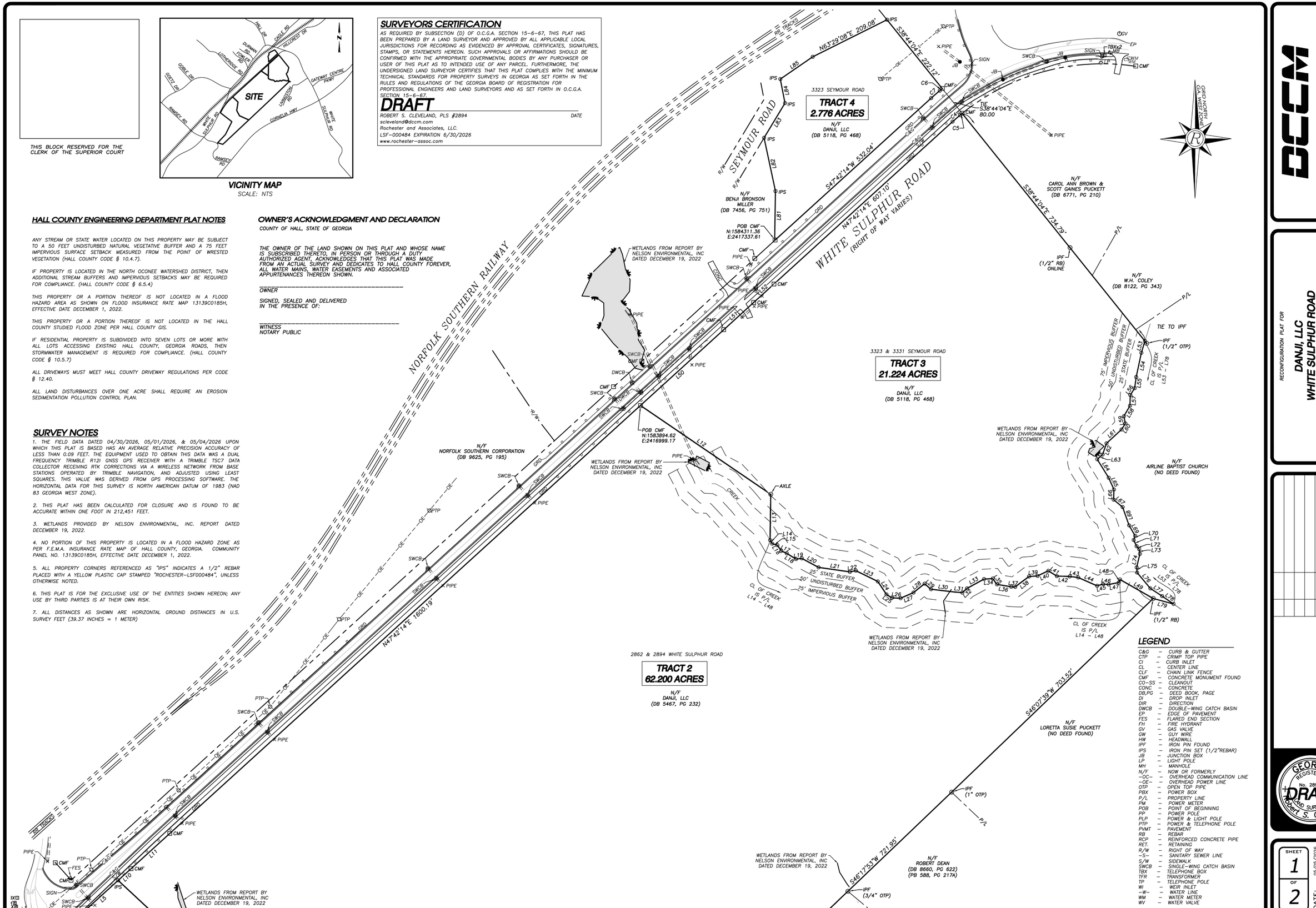
_____
OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
WITNESS
NOTARY PUBLIC

SURVEY NOTES

1. THE FIELD DATA DATED 04/30/2026, 05/01/2026, & 05/04/2026 UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE PRECISION ACCURACY OF LESS THAN 0.09 FEET. 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, AND ADJUSTED USING LEAST SQUARES. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE HORIZONTAL DATA FOR THIS SURVEY IS NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE).
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 212,451 FEET.
3. WETLANDS PROVIDED BY NELSON ENVIRONMENTAL, INC. REPORT DATED DECEMBER 19, 2022.
4. 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. 13139C0185H, EFFECTIVE DATE DECEMBER 1, 2022.
5. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.
6. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
7. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)



LEGEND

C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CI	–	CURB INLET
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CO-SS	–	CLEANOUT
CONC	–	CONCRETE
DB,PG	–	DEED BOOK, PAGE
DI	–	DROP INLET
DIR	–	DIRECTION
DWCB	–	DOUBLE-WING CATCH BASIN
EP	–	EDGE OF PAVEMENT
FES	–	FLARED END SECTION
FH	–	FIRE HYDRANT
GV	–	GAS VALVE
GW	–	GUY WIRE
HW	–	HEADWALL
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
JB	–	JUNCTION BOX
LP	–	LIGHT POLE
MH	–	MANHOLE
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
PBX	–	POWER BOX
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVMT	–	PAVEMENT
RB	–	REBAR
RCP	–	REINFORCED CONCRETE PIPE
RET.	–	RETAINING
R/W	–	RIGHT OF WAY
-S-	–	SANITARY SEWER LINE
S/W	–	SIDEWALK
SWCB	–	SINGLE-WING CATCH BASIN
TBX	–	TELEPHONE BOX
TFR	–	TRANSFORMER
TP	–	TELEPHONE POLE
WI	–	WEIR INLET
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

GRAPHIC SCALE 0" 50' 100' 200' 300'

DCCM
DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
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RECONFIGURATION PLAT FOR
DANJI, LLC
WHITE SULPHUR ROAD
LOCATED IN G.M.D. 411
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland DRAFT

SHEET 1 OF 2

DATE: 05/05/2026
SCALE: 1" = 100'
JOB NO.: G204151.DAN
DRAWN BY: MNG
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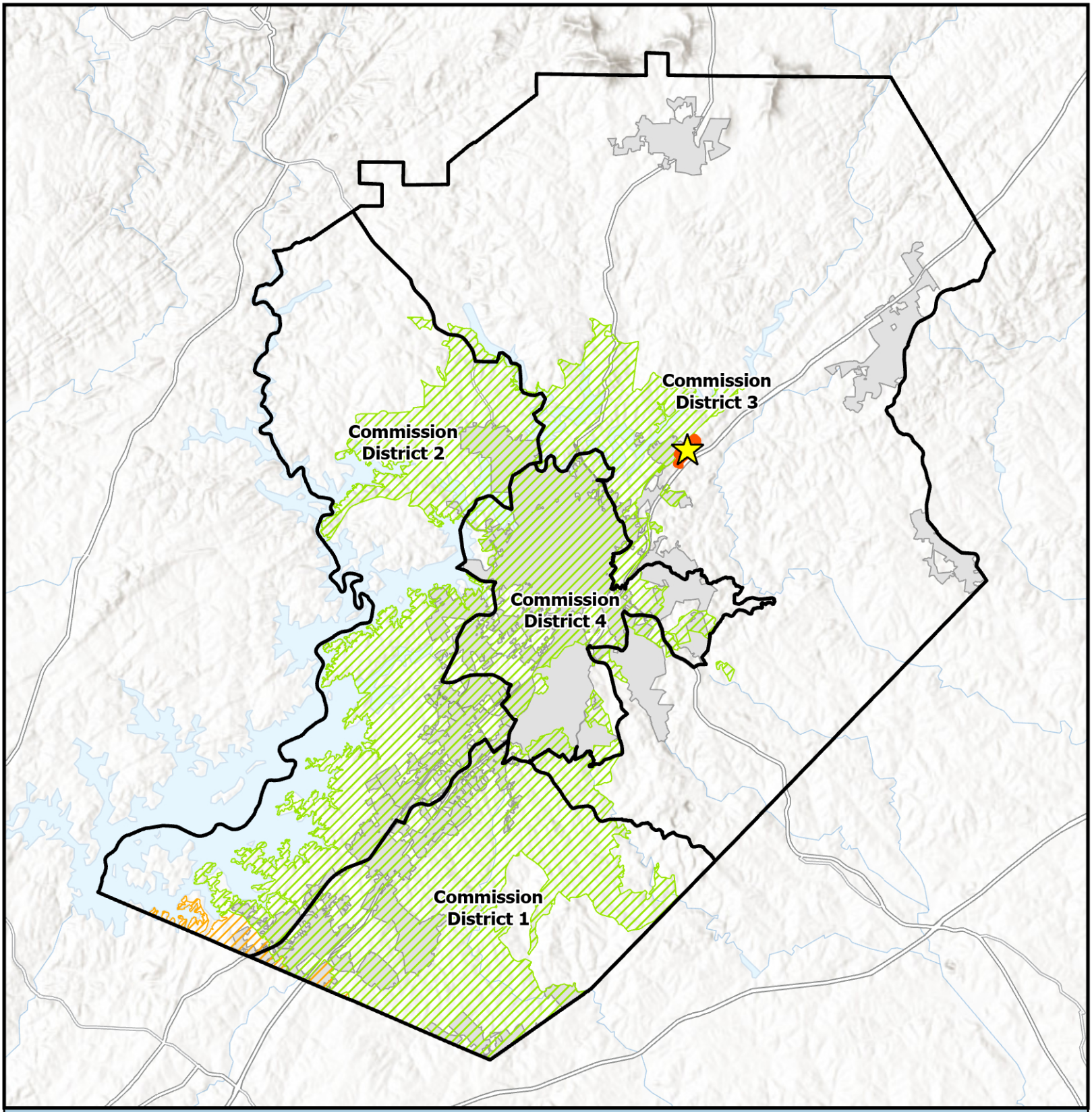


Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

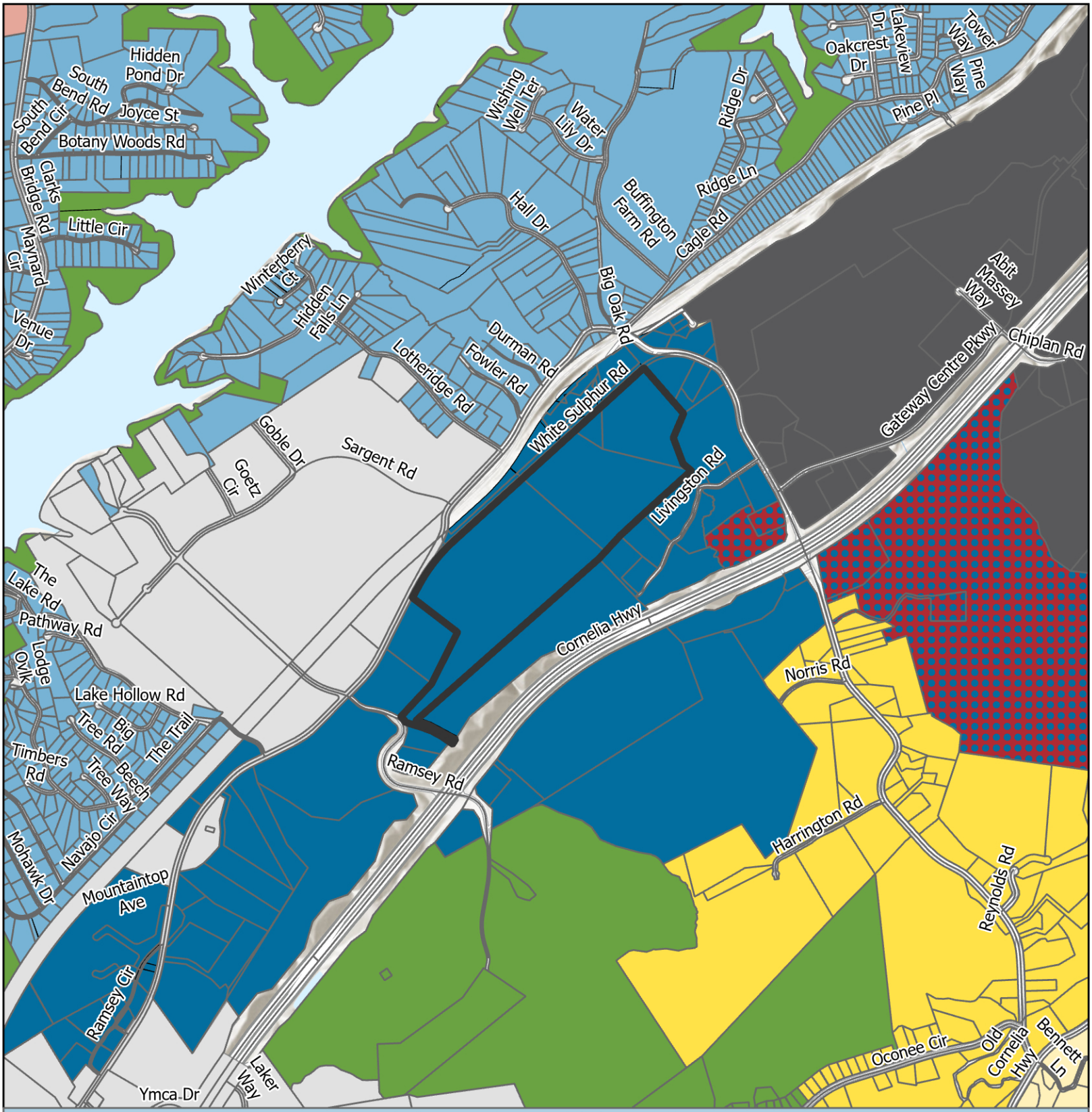
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: DANJI, LLC
Tax Parcel #: 15020 000012, 15020A000012A(pt),
15020A000010(pt), & 15020A000011(pt)
Location: 2862, 2894 White Sulphur Road & 3323, 3331
Seymour Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/18/2026



Future Land Use Map

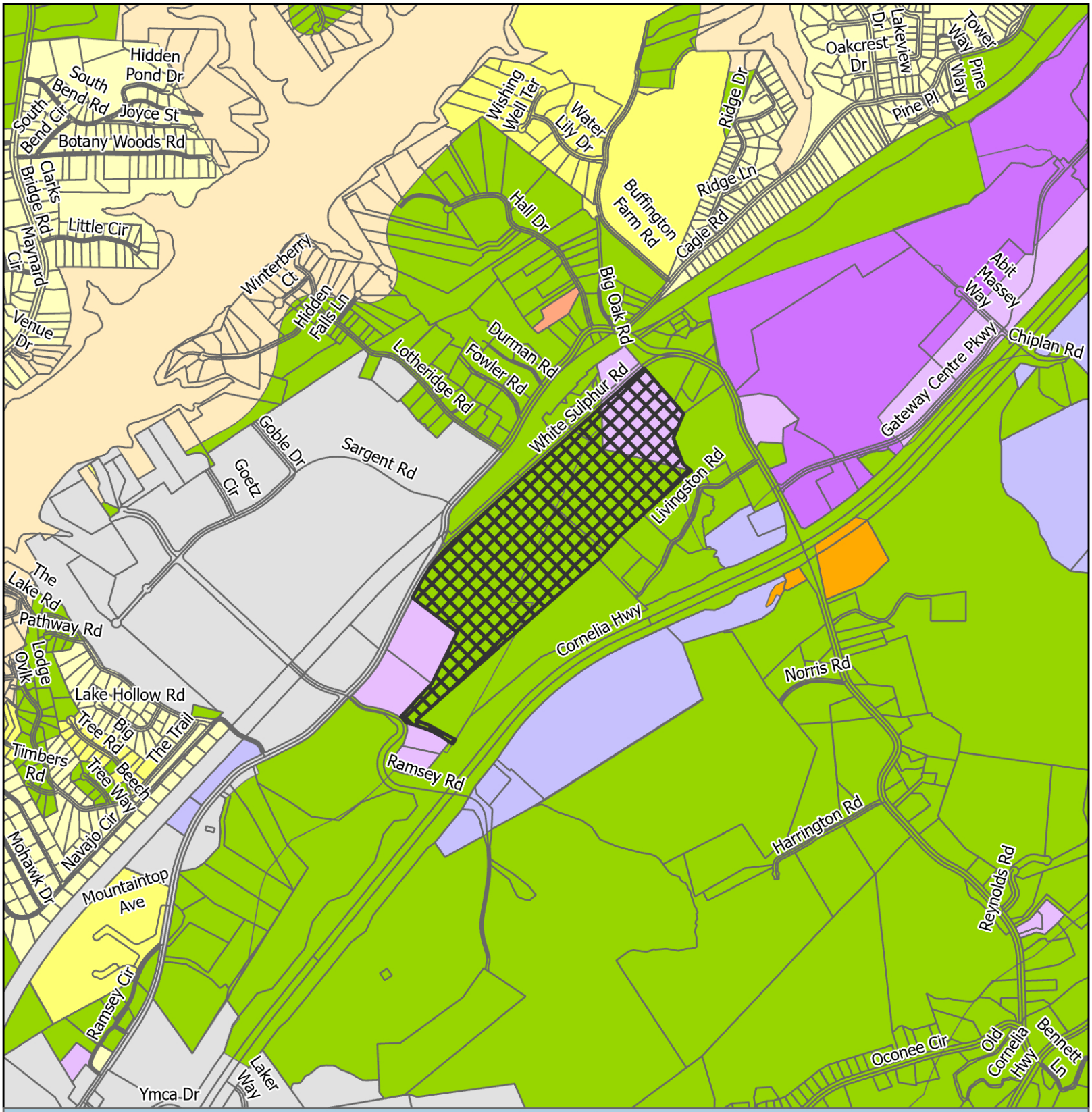
Subject Area
City Limits

FLU
- Employment
- Employment or Business Corridors
- Greenspace - Conservation
- Inland Port
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood
- Rural Scenic Corridors
- Suburban Neighborhood, Low-Density

Applicant: DANJI, LLC
Tax Parcel #: 15020 000012, 15020A000012A(pt), 15020A000010(pt), & 15020A000011(pt)
Location: 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/18/2026



Zoning Map

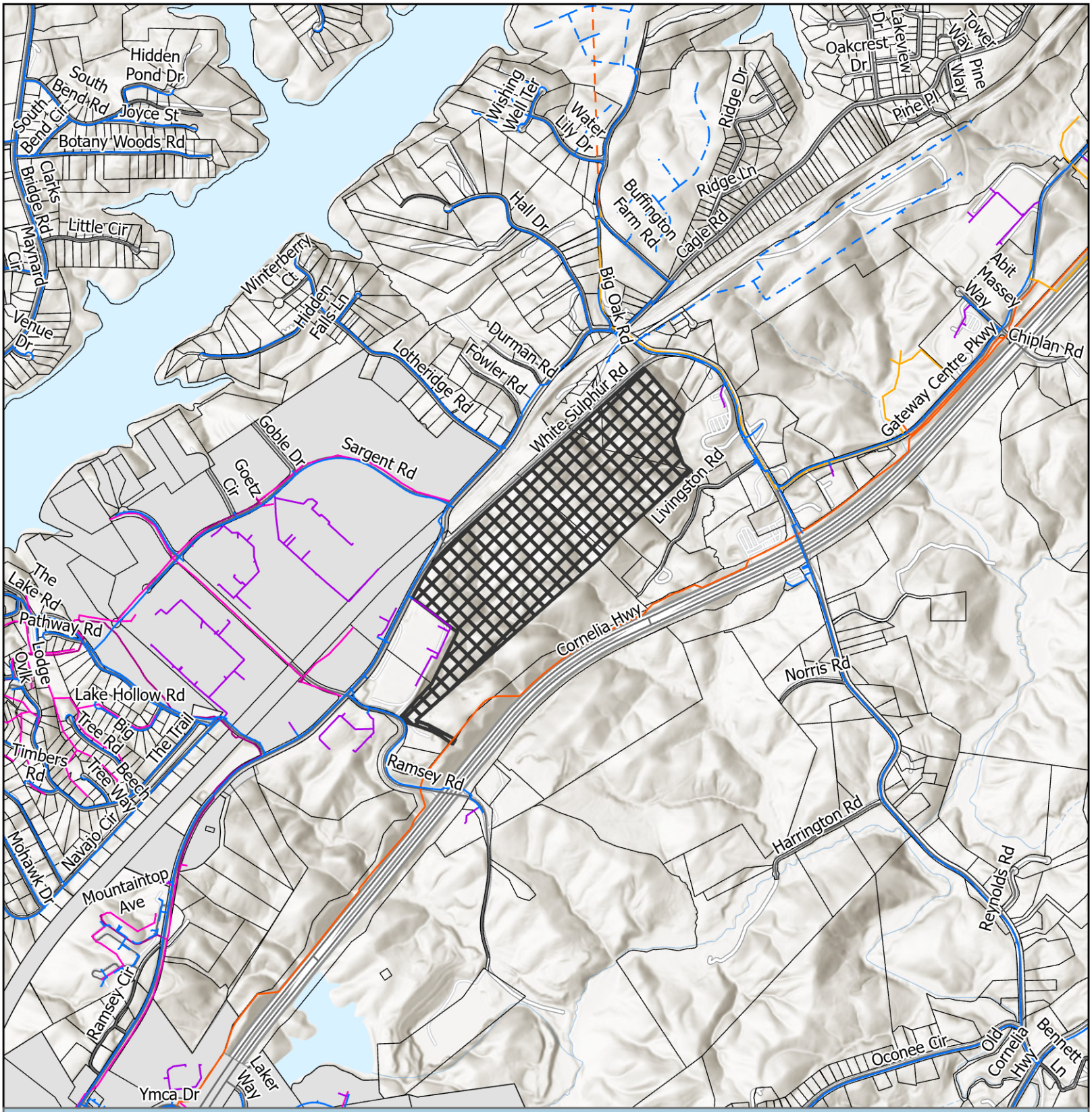
Subject Area
City Limits

Zoning
- AR-1
- I-1
- I-2
- PCD
- PID
- PRD
- R-1
- S-S
- V-C

Applicant: DANJI, LLC
Tax Parcel #: 15020 000012, 15020A000012A(pt), 15020A000010(pt), & 15020A000011(pt)
Location: 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road
Commission District 3

HALL COUNTY GEORGIA
We have it all in Hall

Date Prepared: 6/18/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- County Existing Sewerline
- County Forcemain
- County Propsed Forcemain
- Subject Area
- City Limits

Applicant: DANJI, LLC
Tax Parcel #: 15020 000012, 15020A000012A(pt),
15020A000010(pt), & 15020A000011(pt)
Location: 2862, 2894 White Sulphur Road & 3323, 3331
Seymour Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 6/19/2026

Site Plan & Aerial Map

Subject Area

parcel

Applicant: DANJI, LLC
Tax Parcel #: 15020 000012, 15020A000012A(pt), 15020A000010(pt), & 15020A000011(pt)
Location: 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road
Commission District 3

HALL COUNTY
GEORGIA
We have it *all* in Hall

Date Prepared: 6/19/2026

JAMES M. WALTERS
311 Green Street
Suite 103
Gainesville, GA 30501
(770) 536-3264

eFiled and eRecorded
DATE: 06/05/2026
TIME: 10:59 AM
DEED BOOK: 9870
PAGE: 127 - 134
FILING FEES: $25.00
TRANSFER TAX: $0.00
PT61: 069-2026-004031
RECORDED BY: MM
CLERK: Mark Pettitt
Hall County, GA

QUIT CLAIM DEED

STATE OF GEORGIA
HALL COUNTY

THIS INDENTURE, made this 1st day of June in the year of our Lord Two Thousand and Twenty-six between **DANJI, LLC,** Grantor, and **WALTERS INCOME PROPERTIES, LP,** Grantee:

WITNESSETH that the said Grantor, for and in consideration of the sum of **ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these present does remise, release and forever quitclaim to the Grantee his heirs and assigns, all the right, title, interest, claim or demand the said Grantor has or may have had in and to

SEE EXHIBIT 'A' ATTACHED HERETO.

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee his heirs and assigns, so that neither the said Grantor nor its heirs, nor any other person or persons claiming under it shall at any time, by any means or ways, have, claim or demand any right, title or interest in or to the aforesaid described premises or its appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said **DANJI, LLC** has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in the presence of:

DANJI, LLC
By its Members:
WALTERS INCOME PROPERTIES, LP
BY: LAURA ANN PROPERTIES, INC., It's General Partner

By: _____
JACKIE W. SLAUGHTER
President

Attest: _____
KELLY W. ROBINSON
Secretary

(Corporate Seal Affixed)

_____
Unofficial Witness

_____
Notary Public
Notary Seal Affixed:

CHERYL WALTERS NOTARY PUBLIC HALL COUNTY, GEORGIA My Comm. Expires October 21, 2026

EXHIBIT 'A'

LEGAL DESCRIPTION

(TRACT 2)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND ON THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1583894.62, EAST 2416999.17; THENCE LEAVING THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD ALONG THE PROPERTY NOW OR FORMERLY BENJI BRONSON MILLER SOUTH 55°43'29" EAST, 396.86 FEET TO AN AXLE FOUND; THENCE SOUTH 00°52'52" WEST, 115.44 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: SOUTH 30°35'16" EAST, 10.21 FEET TO A POINT; THENCE SOUTH 73°27'27" EAST, 13.77 FEET TO A POINT; THENCE SOUTH 34°20'17" EAST, 17.29 FEET TO A POINT; THENCE SOUTH 65°30'16" EAST, 15.01 FEET TO A POINT; THENCE SOUTH 58°06'49" EAST, 27.47 FEET TO A POINT; THENCE NORTH 82°34'04" EAST, 14.69 FEET TO A POINT; THENCE SOUTH 61°41'56" EAST, 47.95 FEET TO A POINT; THENCE SOUTH 81°54'31" EAST, 79.50 FEET TO A POINT; THENCE NORTH 79°05'13" EAST, 15.56 FEET TO A POINT; THENCE SOUTH 63°44'43" EAST, 61.41 FEET TO A POINT; THENCE SOUTH 33°49'22" EAST, 39.29 FEET TO A POINT; THENCE SOUTH 57°32'08" EAST, 16.24 FEET TO A POINT; THENCE SOUTH 87°44'17" EAST, 21.73 FEET TO A POINT; THENCE NORTH 66°22'56" EAST, 35.38 FEET TO A POINT; THENCE NORTH 51°23'01" EAST, 35.70 FEET TO A POINT; THENCE SOUTH 49°30'59" EAST, 21.21 FEET TO A POINT; THENCE SOUTH 83°07'58" EAST, 59.24 FEET TO A POINT; THENCE SOUTH 85°45'24" EAST, 20.24 FEET TO A POINT; THENCE NORTH 47°39'43" EAST, 15.64 FEET TO A POINT; THENCE NORTH 61°15'28" EAST, 48.86 FEET TO A POINT; THENCE NORTH 86°58'14" EAST, 21.94 FEET TO A POINT; THENCE SOUTH 36°29'09" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 80°34'04" EAST, 36.23 FEET TO A POINT; THENCE SOUTH 87°42'24" EAST, 9.95 FEET TO A POINT; THENCE NORTH 53°15'11" EAST, 43.67 FEET TO A POINT; THENCE NORTH 85°38'49" EAST, 21.68 FEET TO A POINT; THENCE NORTH 64°29'38" EAST, 29.64 FEET TO A POINT; THENCE SOUTH 58°03'03" EAST, 25.36 FEET TO A POINT; THENCE SOUTH 88°38'47" EAST, 32.48 FEET TO A POINT; THENCE SOUTH 82°53'49" EAST, 21.64 FEET TO A POINT; THENCE SOUTH 66°03'41" EAST, 51.84 FEET TO A POINT; THENCE NORTH 72°45'20" EAST, 15.56 FEET TO A POINT; THENCE SOUTH 85°02'04" EAST, 14.12 FEET TO A POINT; THENCE NORTH 78°52'25" EAST, 25.87 FEET TO A POINT; THENCE NORTH 22°43'33" EAST, 8.36 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF A CREEK SOUTH 60°14'48" EAST, 96.43 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE ALONG THE PROPERTY NOW OR FORMERLY LORETTA SUSIE PUCKETT SOUTH 46°07'39" WEST, 703.52 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY ROBERT DEAN AND WALTERS INCOME PROPERTIES L.P. SOUTH

46°17'53" WEST, 721.95 FEET TO AN IRON PIN FOUND (1" SOLID PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY WILLIAM O. RAMSEY, JR. SOUTH 46°47'20" WEST, 1137.48 FEET TO AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484"); THENCE THROUGH THE PROPERTY NOW OR FORMERLY DANJI, LLC THE FOLLOWING COURSES AND DISTANCES: NORTH 65°50'02" WEST, 470.62 FEET TO AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484");; THENCE NORTH 27°59'52" WEST, 273.29 FEET TO AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484"); THENCE NORTH 08°56'45" EAST, 393.97 FEET TO AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484"); THENCE NORTH 47°00'22" WEST, 340.91 FEET TO AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484") ON THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD (RIGHT OF WAY VARIES); THENCE ALONG THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 47°42'14" EAST, 44.24 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 47°42'14" EAST, 131.77 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 47°42'14" EAST, 1600.19 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 62.200 ACRES.

LEGAL DESCRIPTION
(TRACT 3)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND ON THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1583894.62, EAST 2416999.17; THENCE ALONG THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD NORTH 47°42'14" EAST, 454.37 FEET TO THE **TRUE POINT OF BEGINNING;** THENCE ALONG THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 47°42'14" EAST, 607.10 FEET TO A POINT; THENCE 24.99 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF NORTH 48°58'57" EAST 24.99 FEET AND A RADIUS OF 559.99 FEET TO A POINT; THENCE 7.03 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF NORTH 50°37'15" EAST 7.03 FEET AND A RADIUS OF 560.00 FEET TO A POINT; THENCE LEAVING THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD AND ALONG THE PROPERTY NOW OR FORMERLY CAROL ANN BROWN AND SCOTT GAINES PUCKETT AND W.H. COLEY AND AIRLINE BAPTIST CHURCH SOUTH 38°44'04" EAST, 734.79 FEET TO A POINT ON THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: SOUTH 16°57'03" WEST, 30.76 FEET TO A POINT; THENCE SOUTH 12°07'29" WEST, 62.48 FEET TO A POINT; THENCE SOUTH 07°46'02" WEST, 28.10 FEET TO A POINT; THENCE SOUTH 32°10'49" WEST, 20.61 FEET TO A POINT; THENCE SOUTH 01°53'53" WEST, 26.86 FEET TO A POINT; THENCE SOUTH 29°59'35" WEST, 30.51 FEET TO A POINT; THENCE SOUTH 11°34'20" EAST, 18.69 FEET TO A POINT; THENCE SOUTH 32°32'24" WEST, 17.78 FEET TO A POINT; THENCE SOUTH 47°20'53" WEST, 51.49 FEET TO A POINT; THENCE SOUTH 19°12'58" WEST, 29.79 FEET TO A POINT; THENCE SOUTH 48°20'52" WEST, 18.07 FEET TO A POINT; THENCE SOUTH 31°46'24" EAST, 54.79 FEET TO A POINT; THENCE SOUTH 23°59'45" EAST, 32.26 FEET TO A POINT; THENCE SOUTH 01°20'11" WEST, 25.73 FEET TO A POINT; THENCE SOUTH 50°13'13" EAST, 29.10 FEET TO A POINT; THENCE SOUTH 19°35'13" EAST, 48.74 FEET TO A POINT; THENCE SOUTH 29°55'04" EAST, 30.45 FEET TO A POINT; THENCE SOUTH 19°25'41" WEST, 11.07 FEET TO A POINT; THENCE SOUTH 25°00'35" EAST, 17.40 FEET TO A POINT; THENCE SOUTH 40°46'03" EAST, 10.08 FEET TO A POINT; THENCE SOUTH 08°43'03" EAST, 11.71 FEET TO A POINT; THENCE SOUTH 13°28'37" WEST, 35.06 FEET TO A POINT; THENCE SOUTH 05°17'42" EAST, 13.03 FEET TO A POINT; THENCE SOUTH 39°51'34" EAST, 52.01 FEET TO A POINT; THENCE SOUTH 56°51'10" EAST, 35.23 FEET TO A POINT; THENCE SOUTH 55°17'53" EAST, 34.93 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF A CREEK AND ALONG THE PROPERTY NOW OR FORMERLY LORETTA SUSIE PUCKETT NORTH 74°45'12" WEST, 52.89 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 60°14'48" WEST, 96.43 FEET TO A POINT; THENCE NORTH 79°44'09" WEST, 278.14 FEET TO A POINT; THENCE NORTH 74°45'12" WEST, 626.76 FEET TO AN AXLE FOUND; THENCE NORTH 00°52'52" EAST, 529.34 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID TRACT CONTAINS 17.264 ACRES.

LEGAL DESCRIPTION
(DEED GAP)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN AXLE FOUND LYING SOUTH 55°43'29" EAST, 396.86 FEET FROM A CONCRETE MONUMENT FOUND ON THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1583894.62, EAST 2416999.17; THENCE SOUTH 74°45'12" EAST, 626.76 FEET TO A POINT; THENCE NORTH 79°44'09" WEST, 503.69 FEET TO AN IRON PIN FOUND (1/4" OPEN TOP PIPE); THENCE NORTH 55°27'41" WEST, 132.41 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT CONTAINS 0.315 ACRES OR 13,709 SQ. FT.

LEGAL DESCRIPTION
(DEED GAP)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN AXLE FOUND LYING SOUTH 55°43'29" EAST, 396.86 FEET FROM A CONCRETE MONUMENT FOUND ON THE SOUTH RIGHT OF WAY OF WHITE SULPHUR ROAD (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1583894.62, EAST 2416999.17; THENCE SOUTH 74°45'12" EAST, 626.76 FEET TO A POINT; THENCE NORTH 79°44'09" WEST, 503.69 FEET TO AN IRON PIN FOUND (1/4" OPEN TOP PIPE); THENCE NORTH 55°27'41" WEST, 132.41 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT CONTAINS 0.315 ACRES OR 13,709 SQ. FT.

024039

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 18 day of December
20 14 at 4:00 PM. Recorded in Deed
Book 7456 Page(s) 751-752
Charles Baker, Clerk By EC

000751

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 20.00
Date 12/18/14
Charles Baker
Superior Court Clerk
By EC
PT61 069-2014-008192

after recording, return to file
Scott A. Ball
Stewart, Melvin & Frost LLP
P.O. Box 3280
Gainesville, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 17th day of December, 2014, between

BRENDA L. HALLMAN a/k/a BRENDA HALLMAN
(hereinafter referred to as "Grantor")

and

BENJI BRONSON MILLER
(hereinafter referred to as "Grantee")

("Grantors" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

WITNESSETH

GRANTORS, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, have granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees the following described property, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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 Grantees forever in FEE SIMPLE

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantees 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

SANDRA KRITIKOS NOTARY PUBLIC COMMISSION EXPIRES August 8, 2015 DAWSON COUNTY, GA

Brenda Hallman (Seal)
BRENDA L. HALLMAN

SAB FILE# 73969

000752

EXHIBIT "A"

Description of Property

All that tract or parcel of land lying and being in the Gainesville District of Hall County, Georgia and being described on a plat prepared by Jimmy D. Bullock and Associates, Georgia Registered Surveyor, No. 1765, dated January 21, 1988, and being entitled "Survey for Charles D. and Brenda L. Hallman", and being more particularly described as follows:

BEGINNING at an iron pin on the southeast right-of-way of Seymour Road (40 ft. R/W) being 539.78 feet S 39° 59' W of its intersection with the centerline of White Sulphur Road;
thence S 7° 16' E 130.00 feet to an iron pin at a fence corner;
thence S 4° 42' W 762.08 feet to an iron pin at a fence corner;
thence N 51° 30' W 523.09 feet to a railroad iron;
thence N 72° 22' E 415.83 feet to an iron pin;
thence N 4° 42' E 315.52 feet to an iron pin;
thence N 7° 16' W 64.90 feet to an iron pin on the Southeast right-of-way of Seymour Road;
thence along said right-of-way N 35° 31' E 71.26 feet to an iron pin and the POINT OF BEGINNING. Said tract containing 2.8 acres.

This is the same property conveyed in that Corrective Warranty Deed from David Greenway to Charles D. Hallman and Brenda L. Hallman recorded in Deed Book 1186, Page 103, of the Hall County, Georgia Deed Records

Said property is currently designated as **3331 Seymour Road** according to the present system of numbering properties by the Hall County Tax Assessor's Office.

Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

73969 Description

BH

Developments of Regional Impact

DEVELOPMENT OF REGIONAL IMPACT
Additional DRI Information

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government:	Hall County
Individual completing form:	
Telephone:	
Email:	

Project Information

Name of Proposed Project:	Danji Industrial Park
DRI ID Number:	
Developer/Applicant:	Danji, LLC c/o Brian Hughs
Telephone:	770-988-6383 ext. 249
Email(s):	brian@candler.com

Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.)	(not selected) Yes No
If yes, has that additional information been provided to your RDC and, if applicable, GRTA?	(not selected) Yes No

If no, the official review process can not start until this additional information is provided.

Economic Development

Estimated Value at Build-Out:	$131,250,000
Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:	$1,249,762
Is the regional work force sufficient to fill the demand created by the proposed project?	(not selected) Yes No
Will this development displace any existing uses?	(not selected) Yes No

If yes, please describe (including number of units, square feet, etc):

Water Supply

Name of water supply provider for this site:	City of Gainesville
What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	350,000 gallons per day
Is sufficient water supply capacity available to serve the proposed project?	(not selected) ● Yes ○ No

If no, describe any plans to expand the existing water supply capacity:

Is a water line extension required to serve this project?	(not selected) ● Yes ○ No

If yes, how much additional line (in miles) will be required?

350 feet

Wastewater Disposal

Name of wastewater treatment provider for this site:	City of Gainesville or Hall County
What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	350,000 gallons per day
Is sufficient wastewater treatment capacity available to serve this proposed project?	(not selected) ● Yes ○ No

If no, describe any plans to expand existing wastewater treatment capacity:

Is a sewer line extension required to serve this project?	(not selected) ○ Yes ● No

If yes, how much additional line (in miles) will be required?

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.)	280 trips per day (based on ITE code 130)
Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project?	(not selected) ○ Yes ● No
Are transportation improvements needed to serve this project?	(not selected) ○ Yes ● No

If yes, please describe below:

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?	2,625 tons (based on industry average)
Is sufficient landfill capacity available to serve this proposed project?	(not selected) ● Yes ○ No

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development?	(not selected) ○ Yes ● No

If yes, please explain:

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?	Approximately 25 acres

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management:

The development's impact on stormwater management will be mitigated by following all local, state, and federal regulations and performing all required hydrologic and environmental studies.

Environmental Quality

Is the development located within, or likely to affect any of the following:

1. Water supply watersheds?	(not selected) ○ Yes ● No
2. Significant groundwater recharge areas?	(not selected) ○ Yes ● No
3. Wetlands?	(not selected) ○ Yes ● No
4. Protected mountains?	(not selected) ○ Yes ● No
5. Protected river corridors?	(not selected) ○ Yes ● No
6. Floodplains?	(not selected) ○ Yes ● No
7. Historic resources?	(not selected) ○ Yes ● No
8. Other environmentally sensitive resources?	(not selected) ○ Yes ● No

If you answered yes to any question above, describe how the identified resource(s) may be affected:

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Developments of Regional Impact

DEVELOPMENT OF REGIONAL IMPACT
Initial DRI Information

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government:	Hall County
Individual completing form:	
Telephone:	
E-mail:	

*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

Proposed Project Information

Name of Proposed Project:	Danji Industrial Park
Location (Street Address, GPS Coordinates, or Legal Land Lot Description):	3323 & 3331 Seymour Rd., 2862 & 2894 White Sulphur Rd. Gainesville GA 30501
Brief Description of Project:	Industrial park with multiple buildings to total no more than 875,000 square feet of industrial space.

Development Type:

(not selected)	Hotels	Wastewater Treatment Facilities
Office	Mixed Use	Petroleum Storage Facilities
Commercial	Airports	Water Supply Intakes/Reservoirs
Wholesale & Distribution	Attractions & Recreational Facilities	Intermodal Terminals
Hospitals and Health Care Facilities	Post-Secondary Schools	Truck Stops
Housing	Waste Handling Facilities	Any other development types
Industrial	Quarries, Asphalt & Cement Plants	

If other development type, describe:

Project Size (# of units, floor area, etc.):	No more than 875,000 sf of industrial space on approximately 107 acres
Developer:	Danji, LLC c/o Brian Hughs
Mailing Address:	135 Maple Street
Address 2:	
	City: Gainesville State: GA Zip: 30501
Telephone:	770-988-6383 ext. 249
Email:	brian@candler.com
Is property owner different from developer/applicant?	(not selected) ● Yes ○ No
If yes, property owner:	Danji, LLC
Is the proposed project entirely located within your local government's jurisdiction?	(not selected) ● Yes ○ No
If no, in what additional jurisdictions is the project located?	
Is the current proposal a continuation or expansion of a previous DRI?	(not selected) ○ Yes ● No
If yes, provide the following information:	Project Name:
	Project ID:
The initial action being requested of the local government for this project:	☑ Rezoning ☐ Variance ☐ Connect Sewer ☐ Connect Water ☐ Permit ☐ Other
Is this project a phase or part of a larger overall project?	(not selected) ○ Yes ● No
If yes, what percent of the overall project does this project/phase represent?	
Estimated Project Completion Dates:	This project/phase: Overall project:

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Keck+Wood
COLLABORATION BY DESIGN

MEMORANDUM

To:	Brent Cook, PE, PTOE, RSP1 – Hall County Public Works Department
Cc:	Beth Garmon – DCCM
Date:	May 20, 2026
Project No:	260238.00
Re:	Trip Generation Memo for Danji Site – White Sulphur Road (Gainesville, GA)

An industrial development is planned for a site in Gainesville, Georgia along the south side of White Sulphur Road between Ramsey Road and US 23/SR 365/Cornelia Highway. A Trip Generation analysis was performed to determine the number of new trips that would be generated by the proposed development and added to the adjacent roadway network.

ROADWAYS

US 23/SR 365/Cornelia Highway is a four-lane, divided roadway that traverses north-south through the study area. It is classified as a principal arterial roadway with a posted 65-mph speed limit. Land uses consist primarily of commercial developments and vacant parcels along the roadway. Near the study area, there are no dedicated pedestrian or bicycle facilities.

Ramsey Road is a two-lane, undivided roadway that traverses east-west through the study area. It is classified as a local roadway with no posted speed limit in the vicinity of the project site. Land uses along the route consist primarily of industrial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

White Sulphur Road is a two-lane, undivided roadway that traverses north-south (east-west for the purpose of this study) through the study area. It is classified as a major collector roadway with a posted 35-mph speed limit in the vicinity of the project site. Land uses along the route consist primarily of commercial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

PLANNED TRANSPORTATION IMPROVEMENTS

A search for planned Georgia Department of Transportation (GDOT) projects in or near the study area was performed using the GDOT GeoPI web application (http://www.dot.ga.gov/DS/Maps/geopi#). Based on that search, the following projects were identified within the proposed study area.

- PI: S015986 – Alignment and Widening of White Sulphur Road and Cagle Road
  - This project includes the alignment and widening of White Sulphur Road at US 23/ SR 365/Cornelia Highway to Cagle Road. A second northwest-bound lane will be added on White Sulphur Road before transitioning into a right-turn lane for the Blue Ridge Connector entrance. This project will also create an additional left-turn lane from northbound US 23/SR 365/Cornelia Highway onto White Sulphur Road. Project completion is expected in Summer 2027.
- PI: 0020731 – Widening of US 23/SR 365/Cornelia Highway from I-985 to Belton Bridge Road
  - This project includes the widening of US 23/SR 365/Cornelia Highway from four (4) to six (6) lanes from I-985 to Belton Bridge Road. Additionally, the project will convert existing

at-grade intersections to limited access interchanges at White Sulphur Road, Ramsey Road, and SR 52 in Lula. Project will also construct overpasses at Kubota Way and Cagle Road. The planned construction for this project is in 2037.

PROPOSED DEVELOPMENT

The proposed development encompasses an industrial development spanning approximately 110 acres, featuring a 624,000 square-foot building and a secondary 100,000 square-foot building. It is proposed to construct one (1) full access driveway along White Sulphur Road for the 624,000 square-foot building and a one (1) full access driveway along White Sulphur Road for the 100,000 square-foot (Refer to Attachment 1 for more details). The site is currently occupied by trees and shrubbery, which will be demolished to provide room for construction of the two industrial buildings.

The development is expected to be built out in 2031. The current site plan is included with this memo as **Attachment 1**.

TRIP GENERATION

The traffic expected to be generated by the proposed development was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. The trips generated for both passenger vehicles and trucks were determined using ITE Land Use Code 150 (ITE LUC 150) – for each of the proposed buildings. The total number of project-generated trips was estimated for a typical weekday and for both the AM and PM peak hours. All of the associated trips with this land usage would be new trips – there are no anticipated pass-by or diverted trips. The trip generation results are shown in Table 1.

Table 1 – Trip Generation Results

ITE	ITE	Size	Unit	Daily			AM Peak Hour			PM Peak Hour		
Category	Code			Total	In	Out	Total	In	Out	Total	In	Out
Warehouse - Total Car Trips	150	624	KSF	875	438	437	76	58	18	88	25	63
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				875	438	437	76	58	18	88	25	63
Warehouse - Total Truck Trips	150	624	KSF	268	134	134	12	6	6	12	7	5
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				268	134	134	12	6	6	12	7	5
Warehouse - Total Car Trips	150	100	KSF	58	29	29	23	18	5	31	9	22
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				58	29	29	23	18	5	31	9	22
Warehouse - Total Truck Trips	150	100	KSF	43	22	21	2	1	1	2	1	1
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				43	22	21	2	1	1	2	1	1
Overall Total Trips	(Car Trips + Truck Trips)			1,244	623	621	113	83	30	133	42	91
Overall Pass-By Trips				0	0	0	0	0	0	0	0	0
Overall New Trips				1,244	623	621	113	83	30	133	42	91

The proposed development is centrally situated along White Sulphur Road, providing two (2) main access points for vehicles and trucks traveling to and from US 23/SR 365/Cornelia Highway. Both the White Sulphur Road and Ramsey Road intersections are currently signalized and equipped with necessary turn lanes to promote efficient traffic flow. Furthermore, the White Sulphur Phase 2 Roadway Improvements are slated for completion before the proposed development reaches its build-out year. Given the existing and forthcoming infrastructure, combined with the modest volume of traffic expected from the site, the development is projected to have minimal impact on the local roadway network.

Attachment 1 – Current Site Layout (as of 4/10/2026)

NOTE:
CONTOUR INTERVAL IS
5 FOOT CONTOURS.

NOTE:
NOT A BOUNDARY SURVEY, TRACT AREAS
SHOULD BE ASSUMED TO BE APPROXIMATE.

NORFOLK SOUTHERN

WHITE SULPHUR ROAD

TRACT 1
26.5 ACRES

TRACT 2
62.2 ACRES

TRACT 3
19.0 ACRES

TRACT 4
2.1 ACRES

TRACT 5
3.3 ACRES

PROPOSED
INDUSTRIAL
1-STORY
624,000 SF
FFE: 1198.10

107 SPACES

97 SPACES

TRAILER SPACES: 93

PROPOSED
INDUSTRIAL
100,000 SF
FFE: 1170.80

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED
GRAVEL
PATH

PROPOSED
GRAVEL
PATH

PROPOSED WALL
±29' IN HEIGHT
±2,000 S.F.

PROPOSED WALL
±26' IN HEIGHT
±4,200 S.F.

PROPOSED WALL
±28' IN HEIGHT
±9,500 S.F.

PROPOSED WALL
±42' IN HEIGHT
±4,100 S.F.

PROPOSED WALL
±28' IN HEIGHT
±5,300 S.F.

PROPOSED
WALL
±13' IN
HEIGHT
±700 S.F.

WETLAND DISTURBANCE
1,976 SF

25' STREAM BUFFER
50' UNDISTURBED BUFFER
75' IMPERVIOUS BUFFER

STATE ROUTE 365

WHITE SULPHUR ROAD

NORTH

Rochester | BCCM
Rochester & Associates, LLC
425 Pine St. NW | Gainesville, GA 30501
770.718.0600 | rochesterdcm.com

CONCEPTUAL GRADING PLAN
FOR:
WHITE SULPHUR ROAD
LOCATED IN
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN CONSENT OF ROCHESTER & ASSOCIATES, LLC DCM VOID DS THE SEAL SHOWN HEREON AND ANY LIAB LITY ASSOCIATED WITH THIS PROJECT. ANY UNAUTHORIZED USER SHALL HOLD DCM FREE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
75' 0' 150' 300'

SHEET
1
OF
1

DATE: 7/14/25
SCALE: 1"=150'
JOB NO. C222053.MGT
DWG NO. *DRAW.dwg
DRAWN BY: AIM

TRAFFIC IMPACT STUDY

Danji Site Development

US 23/SR 365/Cornelia Highway |
White Sulphur Road
Gainesville, GA

Keck & Wood Project No.
260238.00

August 7, 2026

Prepared by:

Keck+Wood
COLLABORATION BY DESIGN

3090 Premiere Parkway, Suite 200, Duluth, GA 30097 | 678-417-4000 | keckwood.com

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1. INTRODUCTION

An industrial development, identified as the Danji Business Park, is proposed in Gainesville, Georgia along the south side of White Sulphur Road between Ramsey Road and US 23/SR 365/Cornelia Highway. A Traffic Impact Study was performed to determine the amount of new traffic that would be generated by the proposed development and how the new traffic would impact the existing roadway network. For the purpose of this study, US 23/SR 365/Cornelia Highway and White Sulphur Road will be considered in the east and west direction, while Ramsey Road will be considered in the north and south direction.

1.1. STUDY AREA

The study area is located to the south of White Sulphur Road in Gainesville, GA. Figure 1.1 presents the location of the project site and identifies the study intersections. Three (3) of the study intersections are existing and six (6) are driveways for the proposed development. The study intersections are listed below, with existing intersections indicated in bold.

1. **US 23/SR 365/Cornelia Highway at White Sulphur Road**
2. **US 23/SR 365/Cornelia Highway at Ramsey Road**
3. **White Sulphur Road at Ramsey Road**
4. White Sulphur Road at Site Driveway #1
5. White Sulphur Road at Site Driveway #2
6. White Sulphur Road at Site Driveway #3
7. White Sulphur Road at Site Driveway #4
8. White Sulphur Road at Site Driveway #5
9. White Sulphur Road at Site Driveway #6

1.2. PROPOSED DEVELOPMENT

The development will consist of three industrial buildings of varying sizes: a 50,000 square-foot building (Tract 1), a 650,000 square-foot building (Tract 2), and a 175,000 square-foot building (Tract 3). The proposed development will be positioned on 109.7 acres with 62.2 acres for the largest proposed building, 26 acres for the next largest building, and 21 acres for the smallest building.

Access to the site would be provided by six full access driveways along White Sulphur Road. One driveway will provide direct access to the 50,000 square-foot building, three driveways will provide access to the 650,000 square-foot building, and two driveways will provide access to the 175,000 square-foot building. The proposed site layout is provided in **Appendix A**. The proposed development is expected to be built out in the year 2031. Currently, the proposed project site is undeveloped and appears to contain no existing infrastructure (i.e., roads, paths, buildings).

1.3. PLANNED TRANSPORTATION IMPROVEMENTS

A search for planned Georgia Department of Transportation (GDOT) projects in or near the study area was performed using the GDOT GeoPI web application (http://www.dot.ga.gov/DS/Maps/geopi#). Based on that search, one project was identified within the proposed study area.

- PI: S015986 – Alignment and Widening of White Sulphur Road and Cagle Road
    - This project includes the alignment and widening of White Sulphur Road at US 23/SR 365/Cornelia Highway to Cagle Road. A second northwest-bound lane will be added on White Sulphur Road before transitioning into a right-turn lane for the Gainesville Inland Port entrance. This project will also create an additional left-turn lane from northbound US 23/SR 365/Cornelia Highway onto White Sulphur Road. Project completion is

completion is expected in Summer 2027.

- PI: 0020731 – Widening of US 23/SR 365/Cornelia Highway from I-985 to Belton Bridge Road
    - This project includes the widening of US 23/SR 365/Cornelia Highway from four (4) to six (6) lanes from I-985 to Belton Bridge Road. Additionally, the project will convert existing at-grade intersections to limited access interchanges at White Sulphur Road, Ramsey Road, and SR 52 in Lula. Project will also construct overpasses at Kubota Way and Cagle Road. The planned construction for this project is in 2037.

1.4. ROADWAYS

US 23/SR 365/Cornelia Highway is a four-lane, divided roadway that traverses east-west through the study area. It is classified as a principal arterial roadway with a posted 65-mph speed limit. Land uses consist primarily of industrial developments and vacant parcels along the roadway. Near the study area, there are no dedicated pedestrian or bicycle facilities.

Ramsey Road is a two-lane, undivided roadway that traverses north-south through the study area. It is classified as a local roadway with no posted speed limit sign in the vicinity of the project site. Land uses along the route consist primarily of industrial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

White Sulphur Road is a two-lane, undivided roadway that traverses east-west through the study area. It is classified as a major collector roadway with a posted 35-mph speed limit in the vicinity of the project site. Land uses along the route consist primarily of industrial developments. Near the study area, there are no dedicated pedestrian or bicycle facilities.

1.5. INTERSECTIONS

The following nine (9) intersections were identified to be studied (existing intersections are in bold):

1. **US 23/SR 365/Cornelia Highway at White Sulphur Road**
2. **US 23/SR 365/Cornelia Highway at Ramsey Road**
3. **White Sulphur Road at Ramsey Road**
4. White Sulphur Road at Site Driveway #1
5. White Sulphur Road at Site Driveway #2
6. White Sulphur Road at Site Driveway #3
7. White Sulphur Road at Site Driveway #4
8. White Sulphur Road at Site Driveway #5
9. White Sulphur Road at Site Driveway #6

The existing lane geometries and intersection control types are presented in Figure 1.2.

Figure 1.1 – Aerial View of Study Area

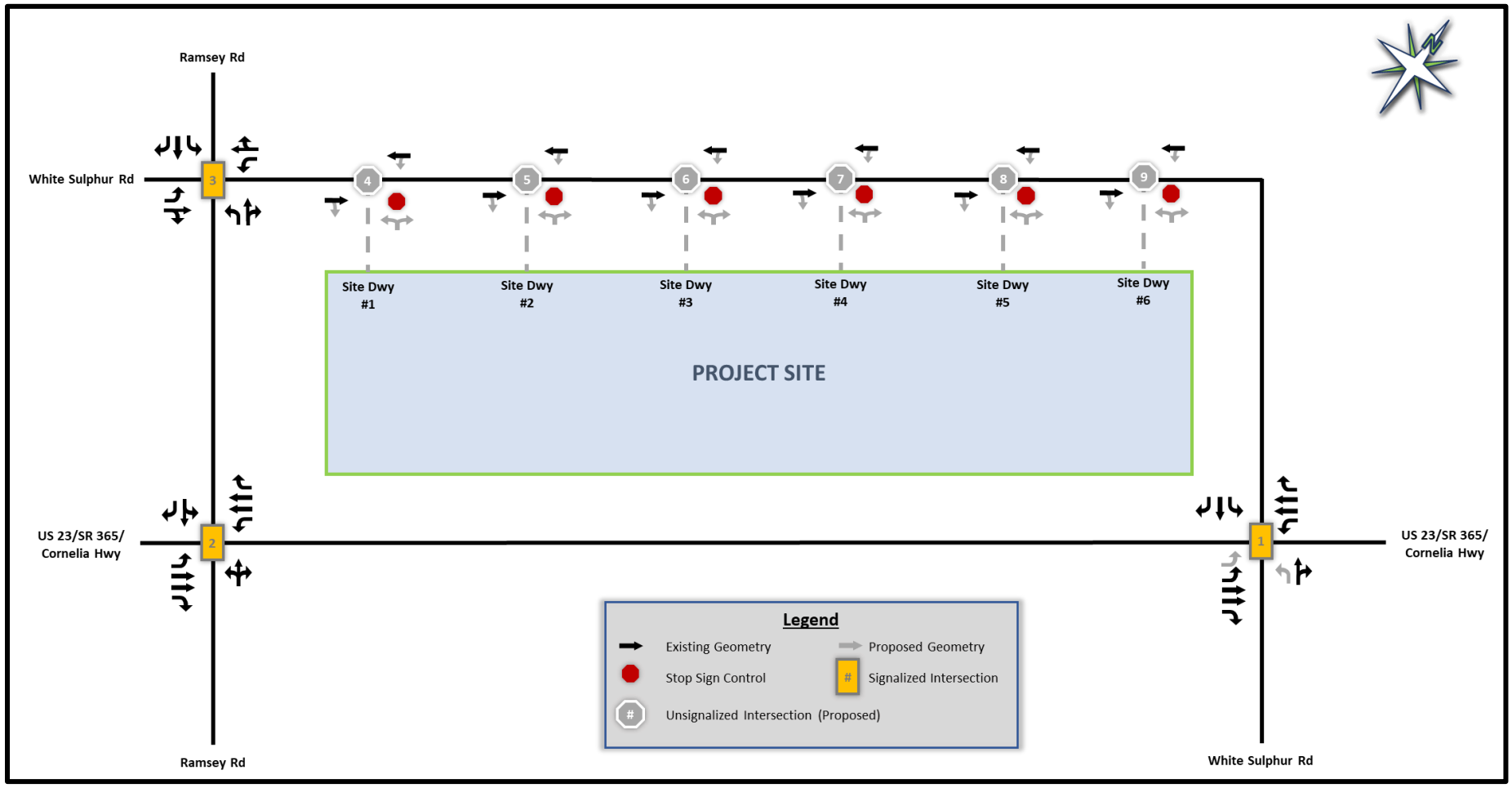


Figure 1.2 – Existing and Proposed Intersection Geometries

2. TRAFFIC ANALYSIS AND METHODOLOGY

2.1. TRAFFIC DATA COLLECTION

The traffic data for this project was collected on Tuesday, May 12, 2026. The following traffic counts were collected:

- 3 – 4-Hour TMCs (6:00 am to 8:00 am & 4:00 pm to 6:00 pm)
  - US 23/SR 365/Cornelia Highway at White Sulphur Road
  - US 23/SR 365/Cornelia Highway at Ramsey Road
  - White Sulphur Road and Ramsey Road
- 1 – 24-Hour Bi-Directional Classification Tube Counts
  - White Sulphur Road east of Ramsey Road

The traffic counts obtained for this study are included in **Appendix B**.

2.2. BACKGROUND GROWTH

A build-out year of 2031 is established for the project. An average annual growth rate was determined based on historic Average Annual Daily Traffic (AADT) counts recorded for nearby GDOT Count Stations. AADTs for the following count stations were obtained from GDOT's Traffic Analysis and Data Application (TADA) website (https://gdottrafficdata.drakewell.com/publicmultinodemap.asp):

- 139-0214: US 23/SR 365/Cornelia Highway north of White Sulphur Road
- 139-8198: Ramsey Road west of White Sulphur Road
- 139-0538: White Sulphur Road east of US 23/SR 365/Cornelia Highway
- 139-0536: White Sulphur Road south of Ramsey Road
- 139-0215: US 23/SR 365/Cornelia Highway south of Lula Road

Both the 5-year and 15-year growth rates were calculated at each of the historical traffic count locations. The 5-year growth rate of the five (5) locations averaged 2.7% while the 15-year growth rate averaged 2.1%. Overall, a 2.4% annual growth rate was used for the purpose of this study. The growth rate calculations can be found in **Appendix B**. The 2.4% growth rate was applied to the Existing Year 2026 peak hour traffic for a period of five (5) years to establish the 2031 future year background scenario volumes.

2.3. STUDY SCENARIOS

For the purposes of this study, two (2) scenarios will be analyzed beyond the Existing Year 2026 scenario. Details for each scenario analyzed can be found below:

- Opening Year 2031 – Background Scenario
  - This scenario will include the background growth rate applied for five (5) years and geometry changes from GDOT PI S015986 – Alignment and Widening of White Sulphur and Cagle Road. This scenario will not include any project trips from the proposed development.
- Opening Year 2031 – With Project Scenario
  - In addition to the background growth rate applied for five (5) years. This scenario will include trips from the manufacturing plant and two warehouse buildings along White Sulphur Road. It will also include GDOT PI S015986 – Alignment and Widening of White Sulphur and Cagle Road.

2.4. LEVEL OF SERVICE CRITERIA

In order to quantify the impacts of additional traffic and to determine any needed roadway and/or operational improvements, a capacity analysis was performed for each scenario's peak hour conditions based on the methodology outlined in the *Highway Capacity Manual (HCM).* Various computer programs are available which implement the *HCM* methodology. For this project, Synchro 12 was used to analyze each of the study intersections.

HCM defines level of service (LOS) in terms of the amount of control delay, including initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The LOS categories range from A to F, with different thresholds specified according to the type of stop control at the intersection. The LOS criteria for unsignalized and signalized intersections are listed in Table 2.1.

Table 2.1 – Level of Service Criteria

Level of Service (LOS)	Unsignalized or Roundabout Control Delay per Vehicle (sec)	Signalized Control Delay per Vehicle (sec)
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

Rural, sparsely developed areas have a minimum LOS requirement of C based on rural residents' expectation for relatively uncongested conditions in combination with design flexibility associated with lower right of way costs. The minimum LOS for urban areas is D, reflecting the greater acceptance of delay and congestion by urban residents. Additionally, the increased density of developments makes right of way costs much higher in urban areas. The study intersections are located in a suburban/transition area; therefore, a minimum LOS D is assumed for the study intersections.

2.5. BACK OF QUEUE ANALYSIS

A Back of Queue (BOQ) analysis was used to determine the storage needs for each of the scenarios listed in Section 2.3. The 95th percentile BOQ length was calculated for specific movements at each intersection. The queue is expected to be the reported length or shorter 95 percent of the time. The BOQ results were taken from the capacity analysis reports output by Synchro 12 for each study intersection.

3. EXISTING YEAR 2026 CONDITIONS

3.1. EXISTING INTERSECTION CAPACITY ANALYSIS

A capacity analysis was performed for the Existing Year 2026 conditions using the current intersection geometries. The results of the analysis are listed in Table 3.1 and the reports from the capacity analysis are included in **Appendix C**.

Table 3.1 – Existing Year 2026 Capacity Analysis Results

No.	Intersection	Intersection Control	Approach	Existing Year 2026			
				AM Peak		PM Peak	
				LOS	sec/veh	LOS	sec/veh
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	Overall	B	14.2	B	19.4
			EB	A	9.9	B	18.8
			WB	B	11.9	B	10.8
			NB	F	88.2	E	68.8
			SB	F	81.9	E	78.8
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	Overall	B	13.7	B	13.4
			EB	B	12.6	B	13.9
			WB	B	12.7	A	8.4
			NB	E	78.1	E	73.5
			SB	F	87.9	F	85.7
3	White Sulphur Road @ Ramsey Road	Signalized	Overall	B	12.2	B	10.7
			EB	A	8.1	A	6.4
			WB	B	14.9	B	11.6
			NB	B	12.2	B	12.8
			SB	A	10.0	B	12.9

As shown in Table 3.1, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods.

For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road currently operate with LOS F during the AM peak period and LOS E during the PM peak period.

For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road currently operates with LOS E during both peak periods, while the southbound approach operates at an inadequate LOS F during both peak periods.

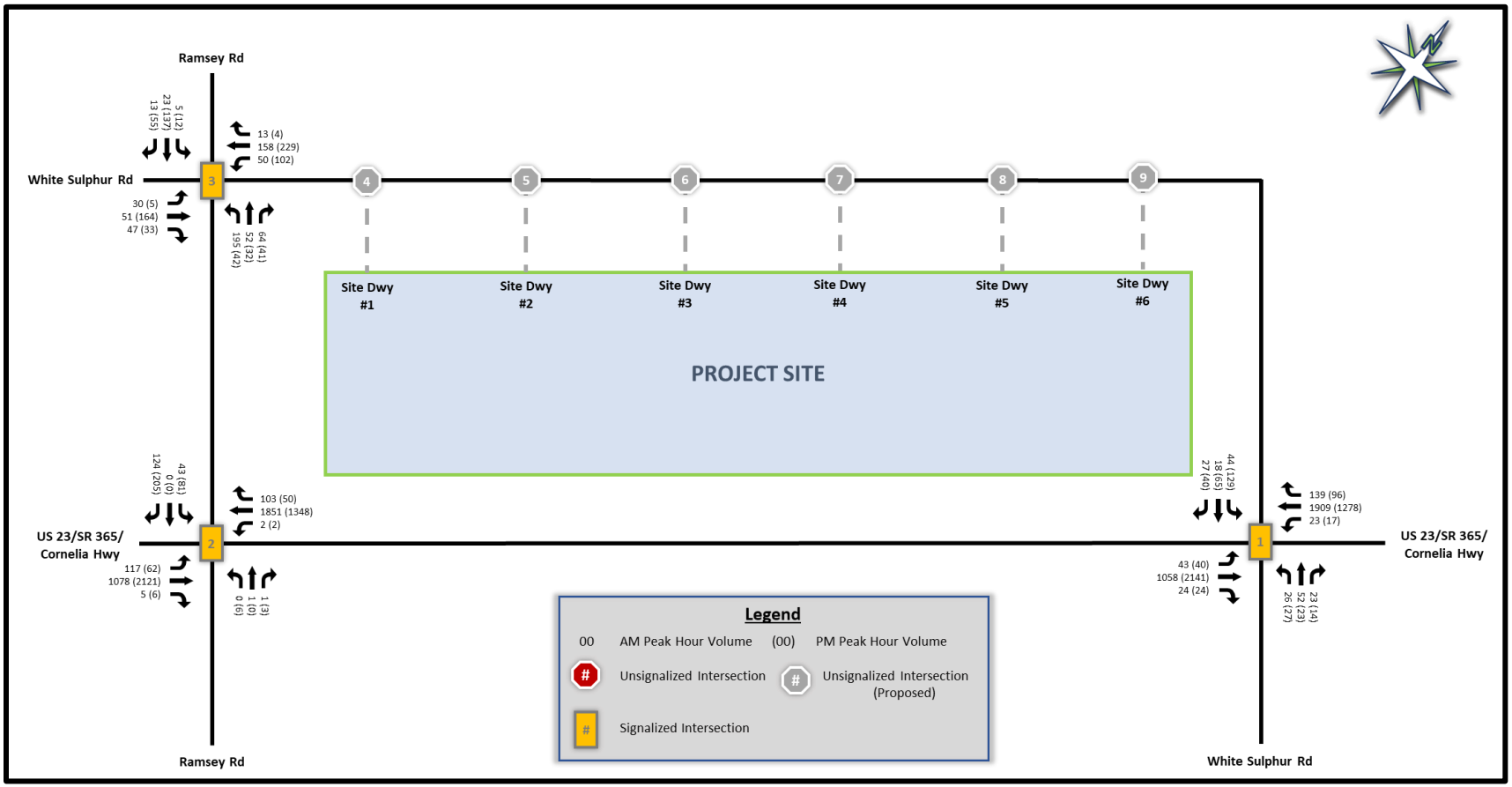


Figure 3.1 – Existing Year 2026 Peak Hour Traffic

4. TRIP GENERATION

The traffic that would be generated by the proposed development was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual (TGM) 12th Edition*. The number of trips expected to be generated by this development were determined using ITE Land Use Code 140 – Manufacturing for the largest building in the Danji Business Park, and ITE Land Use Code 150 – Industrial Warehouse for the smaller buildings.

The total number of project-generated trips was estimated for the typical weekday and the morning and evening peak hours. Since the development is considered an industrial development and will generate drivers that are employees or other business-related trips, pass-by trips will not be anticipated for the site. The full trip generation results can be found in Table 4.1.

Table 4.1 – Trip Generation

ITE	ITE	Size	Unit	Daily			AM Peak Hour			PM Peak Hour		
Category	Code			Total	In	Out	Total	In	Out	Total	In	Out
Warehouse - Car + Truck Trips	150	50	KSF	91	46	45	7	6	1	9	3	6
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				91	46	45	7	6	1	9	3	6
Manufacturing - Car + Truck Trips	140	62	Acres	1899	950	949	169	130	39	176	41	135
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				1899	950	949	169	130	39	176	41	135
Warehouse - Car + Truck Trips	150	175	KSF	316	159	157	25	18	7	30	9	21
Pass-by Trips	0% AM / 0% PM			0	0	0	0	0	0	0	0	0
New Trips				316	159	157	25	18	7	30	9	21
Overall Total Trips	(Car + Truck Trips)			2,306	1,155	1,151	201	154	47	215	53	162
Overall Pass-By Trips				0	0	0	0	0	0	0	0	0
Overall New Trips				2,306	1,155	1,151	201	154	47	215	53	162

4.1. DISTRIBUTION OF PROJECT-GENERATED TRIPS

The new trips generated by the project were distributed to the surrounding roadway network based on existing traffic patterns observed in the peak hours. The inbound trips were allocated based on the existing traffic patterns entering the study area. The outbound trips were then assigned to the site driveways and distributed based on the route vehicles would have taken if the site were not built. The new trip distribution of project-generated traffic is shown in Figure 4.1.

4.2. ASSIGNMENT OF PROJECT-GENERATED TRIPS

The number of new trips were assigned to the roadway network based on the trip distribution outlined previously. The project-generated traffic (Figure 4.2) was superimposed onto the Opening Year 2031 – Background traffic (Figure 5.1) to provide an estimate of the traffic expected to be present when the proposed development is complete (Figure 5.2).

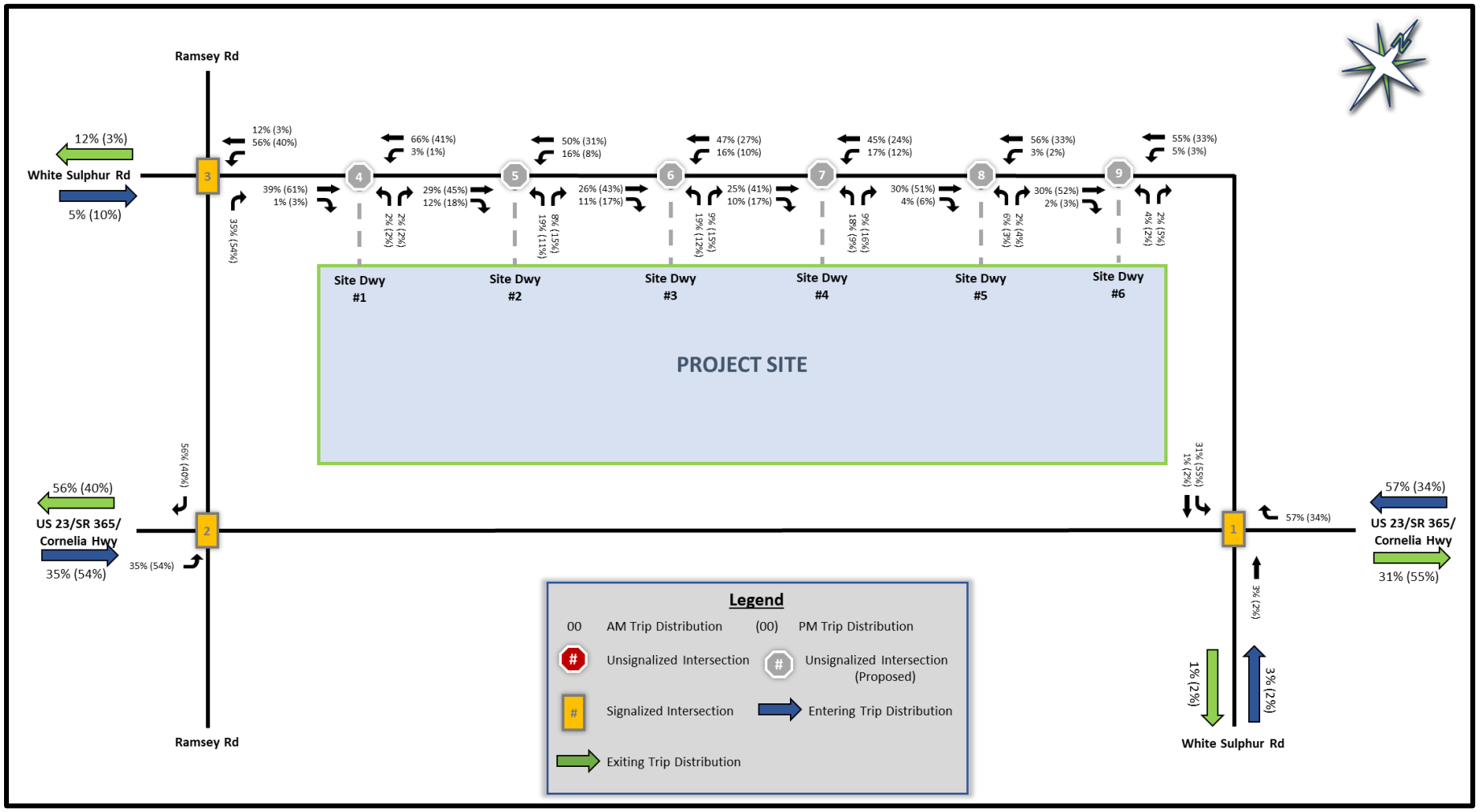


Figure 4.1 – New Trip Distribution

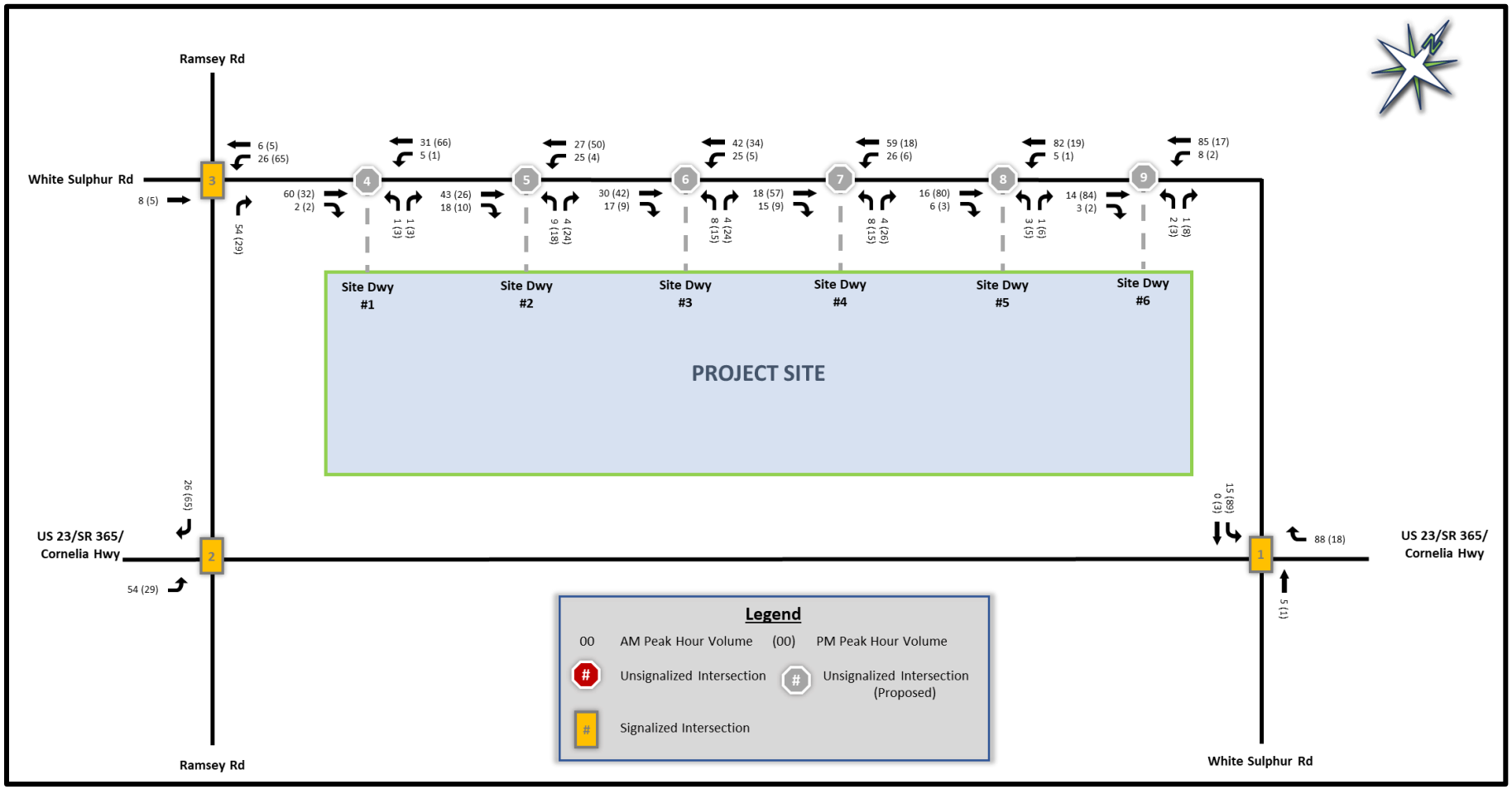


Figure 4.2 – Peak Hour Project Trip Adjustments

5. OPENING YEAR 2031 CONDITIONS

5.1. OPENING YEAR 2031 INTERSECTION CAPACITY ANALYSIS

A capacity analysis was performed to evaluate the AM and PM peak hour periods for both the Opening Year 2031 scenarios. The results of the analysis are listed in Table 5.1. Reports detailing the capacity analysis are included in **Appendix D**. The Opening Year peak hour traffic volumes are shown in Figures 5.1 and 5.2. For the purposes of this study, the following assumptions were made:

- Opening Year 2031 – Background
    - This scenario assumes the same roadway network and lane assignments as in the Existing Year 2026 conditions, with the addition of the White Sulphur Road project mentioned previously.
- Opening Year 2031 – With Project
    - This scenario assumes the same roadway network and lane assignments as in the Opening Year 2031 – Background scenario with the addition of the site driveways. The proposed driveways are detailed below:
        - The intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road is expected to include the following upgrades:
            - Eastbound dual left-turn lanes on US 23/SR 365/Cornelia Highway
            - Two (2) northobund receiving lanes on White Sulphur Road
            - Extended left and right-turn lanes on White Sulphur Road for the southobund approach
            - The addition of a dedicated left-turn lane for the northbound approach on White Sulphur Road
        - Tract 1: A full access driveway at White Sulphur Road and Site Driveway #1 will be constructed with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.
        - Tract 2: Three full access driveways at White Sulphur Road and Site Driveway #2 through Site Driveway #4 will be constructed with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.
        - Tract 3: Two full access driveways along White Sulphur Road will be constructed at the intersections with Site Driveway #5 and Site Driveway #6 with a single lane in and a single lane out of the project site. The eastbound and westbound lane configurations on White Sulphur Road will not be altered. The northbound approach will consist of a shared left and right-turn lane to exit the site.

Table 5.1 – Opening Year 2031 Capacity Analysis Results

No.	Intersection	Intersection Control	Approach	Opening Year 2031							
				Background		With Project		Background		With Project	
				AM Peak				PM Peak			
				LOS	sec/veh	LOS	sec/veh	LOS	sec/veh	LOS	sec/veh
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	Overall	B	17.7	B	19.6	C	32.4	D	45.3
			EB	B	10.9	B	11.9	D	39.5	D	54.9
			WB	B	17.4	B	19.4	B	13.9	B	16.1
			NB	E	77.3	E	74.3	E	66.9	E	63.1
			SB	F	82.5	F	82.5	E	78.8	F	115.5
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	Overall	B	16.9	C	21.8	B	18.0	B	19.1
			EB	B	13.2	B	17.4	C	20.4	C	21.2
			WB	B	17.7	C	23.2	B	10.2	B	11.7
			NB	E	77.3	E	77.3	E	72.2	E	72.2
			SB	F	87.6	F	87.6	F	85.2	F	85.2
3	White Sulphur Road @ Ramsey Road	Signalized	Overall	B	13.2	B	13.6	B	11.4	B	12.0
			EB	A	8.9	A	9.1	A	6.9	A	6.9
			WB	B	16.3	B	16.5	B	12.4	B	12.4
			NB	B	13.0	B	13.4	B	13.6	B	15.3
			SB	B	10.4	B	10.8	B	13.6	B	15.0
4	White Sulphur Road @ Site Driveway #1	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.1
			NB	--	--	B	11.6	--	--	B	12.3
5	White Sulphur Road @ Site Driveway #2	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.1
			NB	--	--	B	13.0	--	--	B	12.7
6	White Sulphur Road @ Site Driveway #3	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.9	--	--	A	8.2
			NB	--	--	B	13.0	--	--	B	12.9
7	White Sulphur Road @ Site Driveway #4	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.8	--	--	A	8.3
			NB	--	--	B	12.9	--	--	B	13.1
8	White Sulphur Road @ Site Driveway #5	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.8	--	--	A	8.3
			NB	--	--	B	12.6	--	--	B	12.5
9	White Sulphur Road @ Site Driveway #6	Side Street Stop Controlled	EB	--	--	A	0.0	--	--	A	0.0
			WBL	--	--	A	7.7	--	--	A	8.3
			NB	--	--	B	12.3	--	--	B	12.0

As shown in Table 5.1, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods.

For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road are expected to operate with LOS F in the AM peak scenarios, and LOS E during the PM peak in the Background scenario. The southbound LOS on White Sulphur Road is expected to degrade from E to F in the With Project PM peak scenario. This intersection is currently lacking a dedicated southbound left-turn phase, despite bordering on LOS F in the Background 2031 PM peak scenario.

For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road is expected to operate with LOS E in all future scenarios, while the southbound approach operates at an inadequate LOS F in all future scenarios.

5.2. BACK OF QUEUE ANALYSIS

A Back of Queue (BOQ) analysis was used to determine the storage needs for the Opening Year 2031 scenarios. The 95th percentile BOQ length was calculated for specific movements at each intersection. The queue is expected to be the reported length or shorter 95 percent of the time. The BOQ results were taken from the capacity analysis reports for each study intersection (refer to **Appendix D** for the capacity analysis reports). Table 5.2 lists the BOQ lengths for each peak hour for the Opening Year 2031 – Background and With Project scenarios.

Table 5.2 – Opening Year 2031 Back of Queue Results

No.	Intersection	Intersection Control	Movement	Existing/Proposed Full Length Storage (feet)	95th Percentile Back of Queue (feet)			
					Background 2031		With Project 2031	
					AM Peak	PM Peak	AM Peak	PM Peak
1	US 23/SR 365/Cornelia Highway @ White Sulphur Road	Signalized	EBL	600	56	29	56	29
			EBT	N/A	321	1833	321	1833
			EBR	600	0	0	0	0
			WBL	460	25	25	25	25
			WBT	N/A	1537	626	1544	626
			WBR	350	44	27	64	29
			NBL	180	78	43	77	43
			NBT	N/A	142	69	151	73
			SBL	250	110	272	138	528
			SBT	N/A	54	137	54	140
			SBR	160	0	25	0	25
2	US 23/SR 365/Cornelia Highway @ Ramsey Road	Signalized	EBL	450	241	141	330	186
			EBT	N/A	390	1747	390	1747
			EBR	270	0	0	0	0
			WBL	460	25	25	25	25
			WBT	N/A	1687	515	1714	517
			WBR	280	50	25	49	25
			NBT	N/A	25	0	25	0
			SBT	N/A	110	178	110	178
			SBR	360	0	0	0	0
3	White Sulphur Road @ Ramsey Road	Signalized	EBL	230	25	25	25	25
			EBT	N/A	37	75	42	77
			WBL	100	51	72	70	115
			WBT	N/A	140	140	143	143
			NBL	80	151	41	156	42
			NBT	N/A	62	38	77	40
			SBL	160	25	25	25	25
			SBT	N/A	25	104	25	106
			SBR	280	0	25	0	25
4	White Sulphur Road @ Site Driveway #1	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	0
5	White Sulphur Road @ Site Driveway #2	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
6	White Sulphur Road @ Site Driveway #3	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
7	White Sulphur Road @ Site Driveway #4	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	25	0
			NB	N/A	--	--	25	25
8	White Sulphur Road @ Site Driveway #5	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	25
9	White Sulphur Road @ Site Driveway #6	Side Street Stop Controlled	EB	N/A	--	--	0	0
			WB	N/A	--	--	0	0
			NB	N/A	--	--	0	25

As shown in Table 5.2, the results of the BOQ analysis indicate that five (5) of the seven (7) study intersections is expected to have sufficient storage to accommodate the project-generated traffic for each of the Opening Year 2031 scenarios.

For the intersection of US 23/SR 365/Cornelia Highway, the southbound left-turn queues off of White Sulphur Road are expected to extend beyond the existing 250 feet of storage space in each of the PM peak scenarios. The southbound left-turn queues are expected to extend 272 feet and 528 feet in the Background and With Project PM scenarios respectively. It is expected that the addition of a dedicated left-turn phase for this movement in the With Project scenario will reduce queueing.

For the intersection of White Sulphur Road and Ramsey Road, the northbound left-turn queues are expected to stretch roughly 150 feet from the stop bar in both AM peak scenarios, exceeding the existing storage space of 80 feet. However, the proposed development is not expected to impact the queuing on this approach.

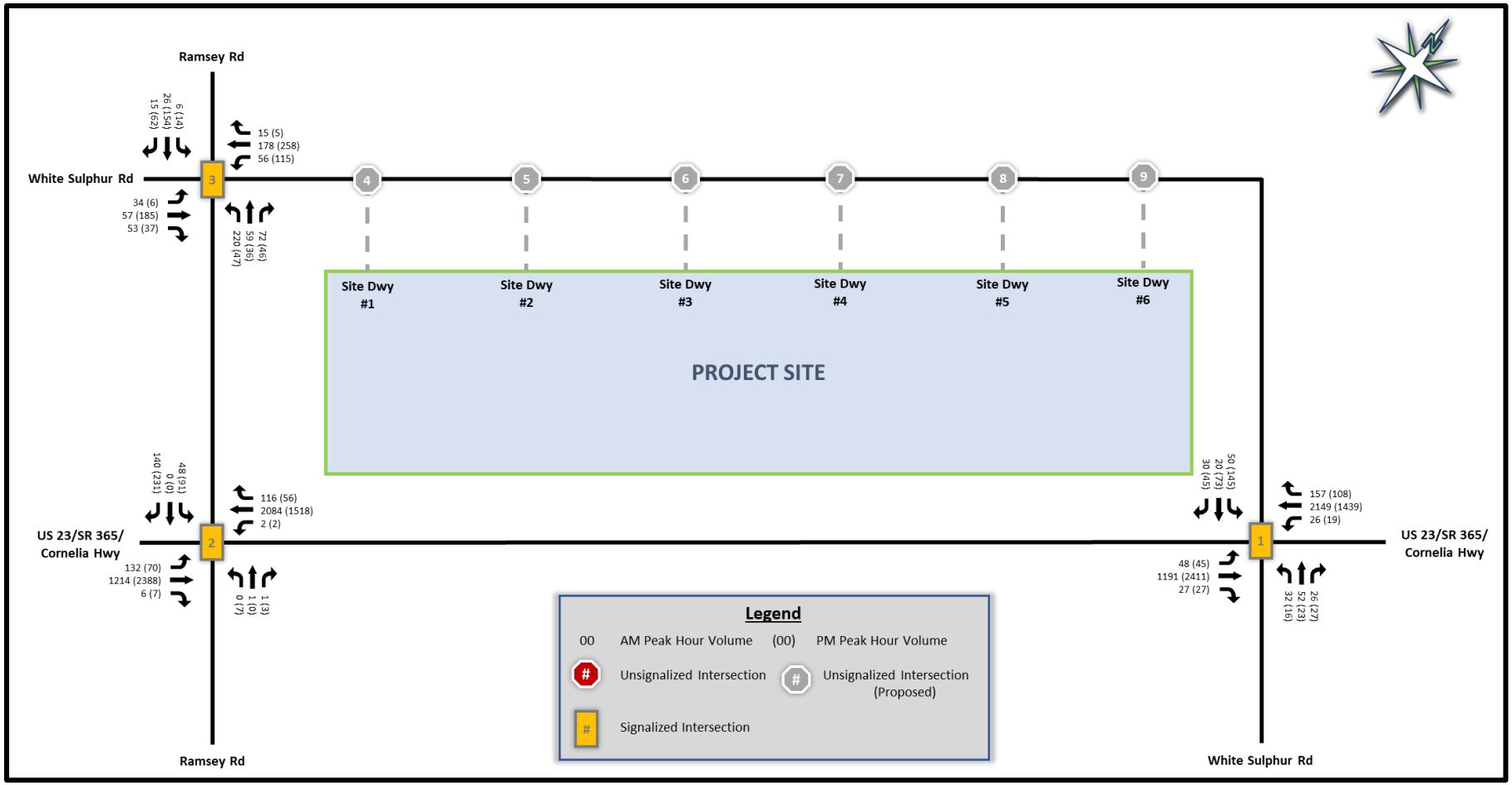


Figure 5.1 – Opening Year 2031 – Background Peak Hour Traffic

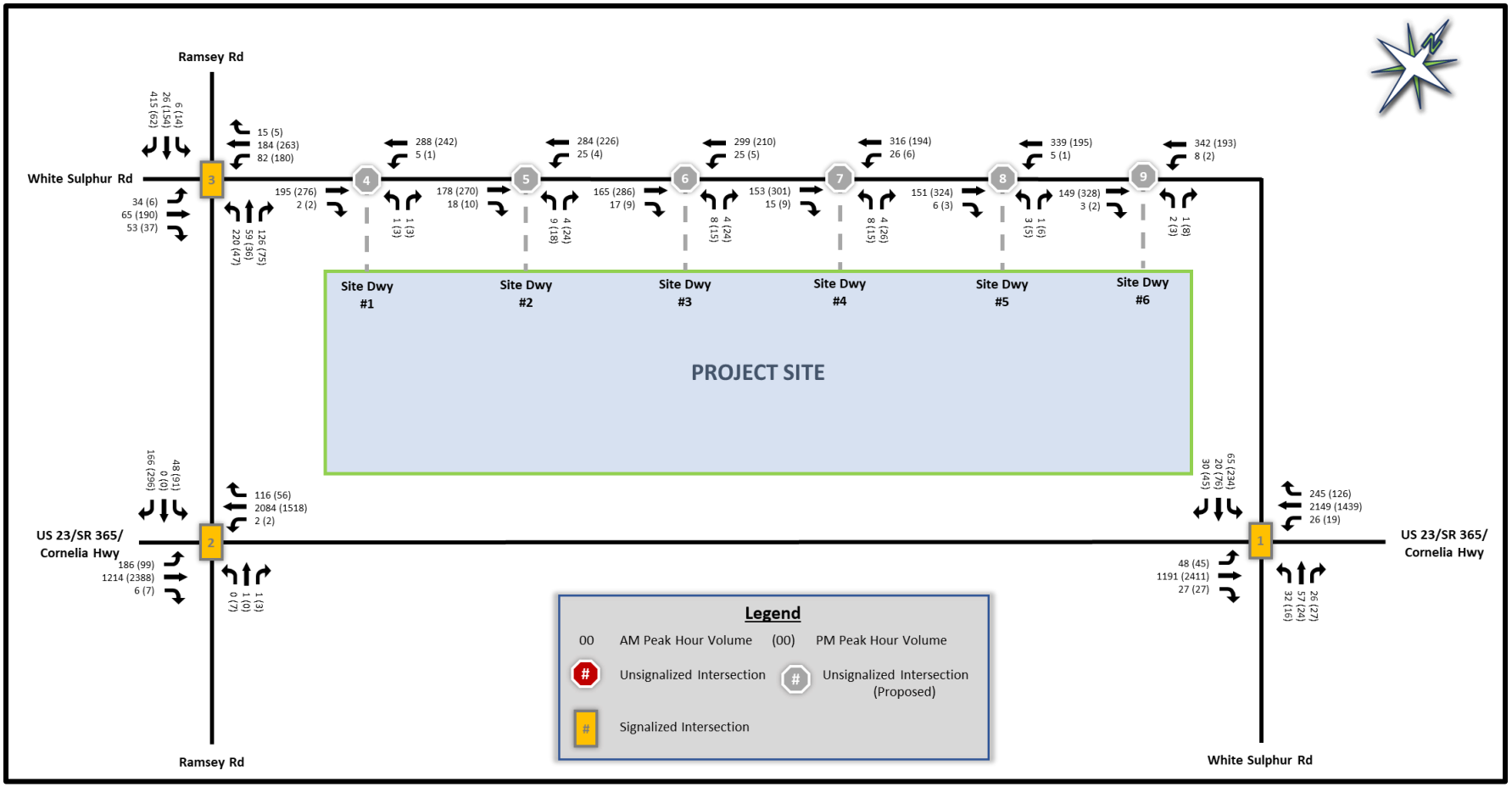


Figure 5.2 – Opening Year 2031 – With Project Peak Hour Traffic

6. AUXILIARY LANES

The GDOT manual *Regulations for Driveway and Encroachment Control* requires that the need for auxiliary turn lanes be determined in conjunction with commercial driveway permits on state-maintained roadways. The proposed driveways were evaluated based on the traffic expected for each development in the Opening Year 2031 – With Project scenarios. No other scenarios were evaluated for auxiliary turn lanes. The intersection evaluated is as follows:

- White Sulphur Road at Tract 1
- White Sulphur Road at Tract 2
- White Sulphur Road at Tract 3

6.1. RIGHT-TURN LANES

The minimum requirements for right-turn deceleration lanes can be found in Section 4.9.1.1 of the *Regulations for Driveway and Encroachment Control* manual by GDOT. Below is a recreation of "Table 4-6 – Minimum Volume Requiring Right Turn Lanes" taken from that manual:

Table 6.1 – Minimum Volumes Requiring Right-Turn Lanes

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>= 6,000	< 10,000	>= 10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

- White Sulphur Road at Tract 1
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 1 is not expected to meet that volume threshold for the Site Driveway, with a daily entering total of 23 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 2
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 2 is not expected to meet that volume threshold for the three Site Driveways, with a daily entering total of 168 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

- White Sulphur Road at Tract 3
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a right-turn lane is 200 right-turning vehicles a day. The eastbound right-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the two Site Driveways, with a daily entering total of 42 right turning vehicles. Therefore, an eastbound right-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

6.2. LEFT-TURN LANES

The minimum requirements for a left-turn lane can be found in Section 4.9.1.2 of the *Regulations for Driveway and Encroachment Control* manual by GDOT. Below is a recreation of "Table 4-7a – Minimum Volumes Requiring Left Turn Lanes" taken from that manual:

Table 6.2 – Minimum Volumes Requiring Left-Turn Lanes

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>= 6,000	< 10,000	>= 10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Based on the above table, a left-turn lane would be required as follows:

- White Sulphur Road at Tract 1
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 1 is not expected to meet that volume threshold for the Site Driveway, with a daily entering total of 22 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 2
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the three Site Driveways, with a daily entering total of 149 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.
- White Sulphur Road at Tract 3
    - White Sulphur Road is a 35-mph roadway with two lanes and a 2023 AADT of 3,950 vehicles along this roadway segment. Therefore, a threshold for warranting a left-turn lane is 300 left-turning vehicles a day. The westbound left-turn movement from White Sulphur Road into Tract 3 is not expected to meet that volume threshold for the two Site Driveways, with a daily entering total of 37 left turning vehicles. Therefore, a westbound left-turn lane should not be evaluated for the Opening Year 2031 – With Project scenarios.

7. CONCLUSIONS

An industrial development, identified as the Danji Business Park, is proposed in Gainesville, Georgia along the south side of White Sulphur Road between Ramsey Road and US 23/SR 365/Cornelia Highway. The proposed site includes three industrial buildings of varying sizes: a 50,000 square-foot building (Tract 1), a 650,000 square-foot building (Tract 2), and a 175,000 square-foot building (Tract 3).

Access to the site would be provided by six full access driveways along White Sulphur Road. One driveway will provide access to the 50,000 square-foot building, three will provide access to the 650,000 square-foot building, and two driveways will provide access to the 175,000 square-foot building. The proposed project is expected to generate a total of 2,306 total trips on a typical weekday, 201 new trips during the AM peak hour, and 215 new trips during the PM peak hour.

A search for planned GDOT projects in or near the study area was performed using the GDOT GeoPI web application (http://www.dot.ga.gov/DS/Maps/geopi#). Based on the results of that search, one project was found in the vicinity of the study area. This project is tied to the widening and realignment of White Sulphur Road.

For the Existing Year 2026 capacity analysis, each of the study intersections is currently operating with acceptable overall LOS during both the AM and PM peak periods. For the intersection at US 23/ SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road currently operate with LOS F during the AM peak, and LOS E during the PM peak. For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road currently operates with LOS E during both peak periods, while the southbound approach operates at an inadequate LOS F during both peak periods.

For the Opening Year 2031 scenarios, each of the study intersections is expected to operate with acceptable overall LOS for both the AM and PM peaks. For the intersection at US 23/SR 365/Cornelia Highway and White Sulphur Road, both the northbound and southbound movements on White Sulphur Road are expected to operate with LOS E or worse in each of the Opening Year scenarios. For the intersection at US 23/SR 365/Cornelia Highway and Ramsey Road, the northbound movement on Ramsey Road is expected to operate with LOS E in all studied scenarios, while the southbound approach operates with LOS F in all studied scenarios.

According to the BOQ analysis, the southbound left-turn queues on White Sulphur Road at US 23/ SR 365/Cornelia Highway are expected to exceed the existing 250 feet of storage space in each of the PM peak scenarios. The southbound left-turn queues are expected to extend 272 feet and 528 feet in the Background and With Project PM scenarios respectively. It is expected that the addition of a dedicated left-turn phase for this movement in the With Project scenario will reduce queueing.

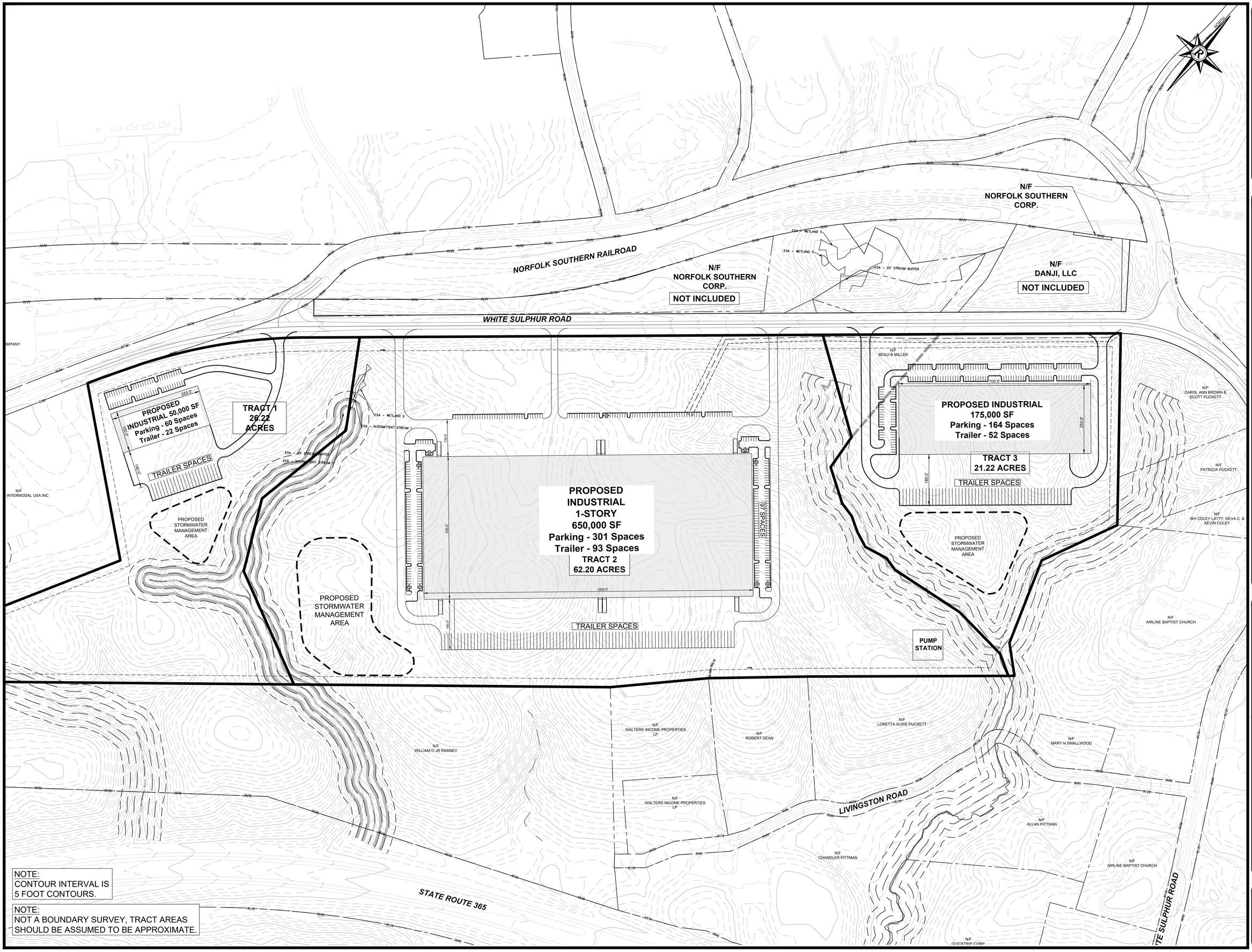
For the intersection of White Sulphur Road and Ramsey Road, the northbound left-turn queues in the AM peak for both the Background and With Project scenarios are expected to be around 150 feet from the stop bar, exceeding the existing storage space of 80 feet on this approach.

The need for auxiliary lanes was also evaluated. The information provided in the GDOT manual *Regulations for Driveway and Encroachment Control* states that auxiliary turn lanes be determined in conjunction with commercial driveway permits on state-maintained roadways. Based on information in the manual, it was determined that auxiliary lanes should not be considered at any of the driveways at the proposed development in the Opening Year 2031.

8. REFERENCES

1. Trip Generation, 12th Edition + Supplement, Institute of Transportation Engineers, Washington, DC, 2021.
2. Synchro, Version 12, Trafficware Ltd., Sugar Land, TX, 2019.
3. Highway Capacity Manual, 7th Edition, Transportation Research Board, Washington, DC, 2016.
4. Highway Capacity Software, Version 2023, McTrans, Gainesville, FL, 2023.

APPENDIX A – SITE LAYOUT



DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.716.0800 | DCCM.com

REZONING EXHIBIT
FOR:

WHITE SULPHUR ROAD

DANJI TRACTS

LOCATED IN:
HALL COUNTY, GEORGIA

NO	DATE	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF DCCM VOIDS THE ASSOCIATED WITH THIS PROJECT. UNLAWFUL REUSE OF THESE PLANS WITHOUT THE PRIOR WRITTEN CONSENT OF DCCM WILL BE SUBJECT TO LEGAL ACTION.

GRAPHIC SCALE
50' 0' 100' 200'

SHEET 1 OF 1

DATE: 7/17/2026
SCALE: 1" = 100'
JOB NO: 0244151.DAN
DESIGN BY: ATM
DRAWN BY: ATM

APPENDIX B – TRAFFIC COUNTS & GROWTH RATE CALCULATIONS

All Traffic Data Services

1 - WHITE SULPHUR ROAD

NB Time	Lights	Mediums	Trucks	Total
12/5/2026	0	0	0	0
12/5/2026 12:15:00 AM	1	0	0	1
12/5/2026 12:30:00 AM	1	0	0	1
12/5/2026 12:45:00 AM	0	0	0	0
Hour	2	0	0	2
12/5/2026 1:00:00 AM	2	0	0	2
12/5/2026 1:15:00 AM	0	0	0	0
12/5/2026 1:30:00 AM	1	0	0	1
12/5/2026 1:45:00 AM	0	0	0	0
Hour	3	0	0	3
12/5/2026 2:00:00 AM	1	0	0	1
12/5/2026 2:15:00 AM	0	0	0	0
12/5/2026 2:30:00 AM	1	0	0	1
12/5/2026 2:45:00 AM	0	0	0	0
Hour	2	0	0	2
12/5/2026 3:00:00 AM	2	0	0	2
12/5/2026 3:15:00 AM	0	0	0	0
12/5/2026 3:30:00 AM	2	0	0	2
12/5/2026 3:45:00 AM	0	0	0	0
Hour	4	0	0	4
12/5/2026 4:00:00 AM	1	0	0	1
12/5/2026 4:15:00 AM	7	0	0	7
12/5/2026 4:30:00 AM	4	0	0	4
12/5/2026 4:45:00 AM	2	0	1	3
Hour	14	0	1	15
12/5/2026 5:00:00 AM	2	0	0	2
12/5/2026 5:15:00 AM	10	0	0	10
12/5/2026 5:30:00 AM	22	0	0	22
12/5/2026 5:45:00 AM	22	0	0	22
Hour	56	0	0	56
12/5/2026 6:00:00 AM	24	1	0	25
12/5/2026 6:15:00 AM	19	0	0	19
12/5/2026 6:30:00 AM	13	0	0	13
12/5/2026 6:45:00 AM	20	0	0	20
Hour	76	1	0	77
12/5/2026 7:00:00 AM	9	1	1	11
12/5/2026 7:15:00 AM	10	2	0	12
12/5/2026 7:30:00 AM	15	1	0	16
12/5/2026 7:45:00 AM	12	0	0	12
Hour	46	4	1	51
12/5/2026 8:00:00 AM	18	1	0	19
12/5/2026 8:15:00 AM	7	1	2	10
12/5/2026 8:30:00 AM	12	1	0	13
12/5/2026 8:45:00 AM	5	1	0	6
Hour	42	4	2	48
12/5/2026 9:00:00 AM	10	0	0	10
12/5/2026 9:15:00 AM	15	0	0	15
12/5/2026 9:30:00 AM	6	0	0	6
12/5/2026 9:45:00 AM	7	0	1	8
Hour	38	0	1	39
12/5/2026 10:00:00 AM	8	1	1	10
12/5/2026 10:15:00 AM	4	0	1	5
12/5/2026 10:30:00 AM	12	1	0	13
12/5/2026 10:45:00 AM	14	1	1	16
Hour	38	3	3	44
12/5/2026 11:00:00 AM	9	0	0	9
12/5/2026 11:15:00 AM	23	2	1	26
12/5/2026 11:30:00 AM	13	1	0	14
12/5/2026 11:45:00 AM	16	0	0	16
Hour	61	3	1	65
Grand Total	382	15	9	406
Percentage	94.1%	3.7%	2.2%	

All Traffic Data Services

1 - WHITE SULPHUR ROAD

NB Time	Lights	Mediums	Trucks	Total
12/5/2026 12:00:00 PM	15	1	2	18
12/5/2026 12:15:00 PM	14	0	0	14
12/5/2026 12:30:00 PM	13	1	0	14
12/5/2026 12:45:00 PM	8	2	1	11
Hour	50	4	3	57
12/5/2026 1:00:00 PM	19	0	0	19
12/5/2026 1:15:00 PM	11	0	0	11
12/5/2026 1:30:00 PM	19	0	1	20
12/5/2026 1:45:00 PM	15	1	0	16
Hour	64	1	1	66
12/5/2026 2:00:00 PM	29	0	1	30
12/5/2026 2:15:00 PM	19	0	1	20
12/5/2026 2:30:00 PM	10	0	1	11
12/5/2026 2:45:00 PM	16	0	1	17
Hour	74	0	4	78
12/5/2026 3:00:00 PM	13	1	1	15
12/5/2026 3:15:00 PM	18	0	0	18
12/5/2026 3:30:00 PM	23	0	2	25
12/5/2026 3:45:00 PM	17	0	1	18
Hour	71	1	4	76
12/5/2026 4:00:00 PM	24	0	1	25
12/5/2026 4:15:00 PM	34	1	0	35
12/5/2026 4:30:00 PM	39	1	0	40
12/5/2026 4:45:00 PM	30	0	1	31
Hour	127	2	2	131
12/5/2026 5:00:00 PM	71	0	0	71
12/5/2026 5:15:00 PM	53	1	0	54
12/5/2026 5:30:00 PM	26	0	0	26
12/5/2026 5:45:00 PM	30	0	0	30
Hour	180	1	0	181
12/5/2026 6:00:00 PM	35	0	0	35
12/5/2026 6:15:00 PM	22	0	0	22
12/5/2026 6:30:00 PM	14	2	0	16
12/5/2026 6:45:00 PM	14	0	0	14
Hour	85	2	0	87
12/5/2026 7:00:00 PM	7	0	0	7
12/5/2026 7:15:00 PM	6	0	0	6
12/5/2026 7:30:00 PM	11	1	0	12
12/5/2026 7:45:00 PM	9	0	0	9
Hour	33	1	0	34
12/5/2026 8:00:00 PM	5	0	0	5
12/5/2026 8:15:00 PM	3	0	0	3
12/5/2026 8:30:00 PM	10	0	0	10
12/5/2026 8:45:00 PM	5	0	0	5
Hour	23	0	0	23
12/5/2026 9:00:00 PM	4	0	0	4
12/5/2026 9:15:00 PM	6	0	0	6
12/5/2026 9:30:00 PM	7	0	0	7
12/5/2026 9:45:00 PM	1	0	0	1
Hour	18	0	0	18
12/5/2026 10:00:00 PM	3	0	0	3
12/5/2026 10:15:00 PM	8	0	0	8
12/5/2026 10:30:00 PM	2	0	0	2
12/5/2026 10:45:00 PM	6	0	0	6
Hour	19	0	0	19
12/5/2026 11:00:00 PM	0	0	0	0
12/5/2026 11:15:00 PM	1	0	0	1
12/5/2026 11:30:00 PM	0	0	0	0
12/5/2026 11:45:00 PM	1	0	0	1
Hour	2	0	0	2
Grand Total	746	12	14	772
Percentage	96.6%	1.6%	1.8%	
Total	1,128	27	23	1,178
Percentage	95.8%	2.3%	2.0%	

All Traffic Data Services

1 - WHITE SULPHUR ROAD

SB	Time	Lights	Mediums	Trucks	Total
	12/5/2026	0	0	0	0
	12/5/2026 12:15:00 AM	1	0	0	1
	12/5/2026 12:30:00 AM	1	0	0	1
	12/5/2026 12:45:00 AM	3	0	0	3
	Hour	5	0	0	5
	12/5/2026 1:00:00 AM	1	0	0	1
	12/5/2026 1:15:00 AM	0	0	0	0
	12/5/2026 1:30:00 AM	1	0	0	1
	12/5/2026 1:45:00 AM	0	0	0	0
	Hour	2	0	0	2
	12/5/2026 2:00:00 AM	0	0	0	0
	12/5/2026 2:15:00 AM	0	0	0	0
	12/5/2026 2:30:00 AM	0	0	0	0
	12/5/2026 2:45:00 AM	0	0	0	0
	Hour	0	0	0	0
	12/5/2026 3:00:00 AM	0	0	0	0
	12/5/2026 3:15:00 AM	0	0	0	0
	12/5/2026 3:30:00 AM	0	0	0	0
	12/5/2026 3:45:00 AM	10	0	0	10
	Hour	10	0	0	10
	12/5/2026 4:00:00 AM	3	0	0	3
	12/5/2026 4:15:00 AM	6	0	0	6
	12/5/2026 4:30:00 AM	10	0	0	10
	12/5/2026 4:45:00 AM	9	0	0	9
	Hour	28	0	0	28
	12/5/2026 5:00:00 AM	3	0	0	3
	12/5/2026 5:15:00 AM	10	0	2	12
	12/5/2026 5:30:00 AM	18	0	0	18
	12/5/2026 5:45:00 AM	19	1	0	20
	Hour	50	1	2	53
	12/5/2026 6:00:00 AM	34	1	0	35
	12/5/2026 6:15:00 AM	41	0	0	41
	12/5/2026 6:30:00 AM	18	0	1	19
	12/5/2026 6:45:00 AM	14	1	0	15
	Hour	107	2	1	110
	12/5/2026 7:00:00 AM	19	0	0	19
	12/5/2026 7:15:00 AM	28	0	0	28
	12/5/2026 7:30:00 AM	37	1	0	38
	12/5/2026 7:45:00 AM	31	0	0	31
	Hour	115	1	0	116
	12/5/2026 8:00:00 AM	8	0	0	8
	12/5/2026 8:15:00 AM	18	1	0	19
	12/5/2026 8:30:00 AM	14	0	0	14
	12/5/2026 8:45:00 AM	9	1	1	11
	Hour	49	2	1	52
	12/5/2026 9:00:00 AM	11	1	0	12
	12/5/2026 9:15:00 AM	8	0	0	8
	12/5/2026 9:30:00 AM	10	1	0	11
	12/5/2026 9:45:00 AM	6	0	1	7
	Hour	35	2	1	38
	12/5/2026 10:00:00 AM	7	1	1	9
	12/5/2026 10:15:00 AM	5	0	0	5
	12/5/2026 10:30:00 AM	5	0	0	5
	12/5/2026 10:45:00 AM	5	1	1	7
	Hour	22	2	2	26
	12/5/2026 11:00:00 AM	8	0	1	9
	12/5/2026 11:15:00 AM	14	1	1	16
	12/5/2026 11:30:00 AM	13	1	0	14
	12/5/2026 11:45:00 AM	12	0	0	12
	Hour	47	2	2	51
	Grand Total	470	12	9	491
	Percentage	95.7%	2.4%	1.8%	

All Traffic Data Services

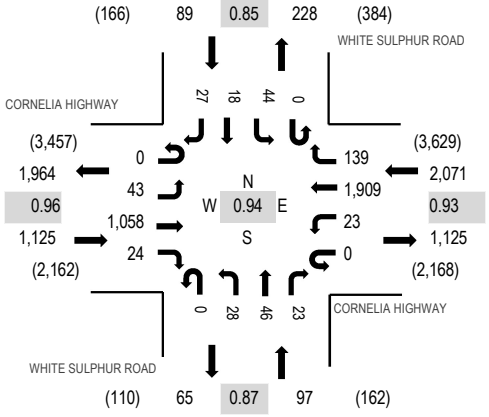
1 - WHITE SULPHUR ROAD

SB	Time	Lights	Mediums	Trucks	Total
	12/5/2026 12:00:00 PM	11	0	0	11
	12/5/2026 12:15:00 PM	7	1	0	8
	12/5/2026 12:30:00 PM	10	1	0	11
	12/5/2026 12:45:00 PM	16	0	0	16
	Hour	44	2	0	46
	12/5/2026 1:00:00 PM	16	1	0	17
	12/5/2026 1:15:00 PM	7	1	0	8
	12/5/2026 1:30:00 PM	11	1	0	12
	12/5/2026 1:45:00 PM	8	0	0	8
	Hour	42	3	0	45
	12/5/2026 2:00:00 PM	13	0	0	13
	12/5/2026 2:15:00 PM	18	3	1	22
	12/5/2026 2:30:00 PM	8	0	0	8
	12/5/2026 2:45:00 PM	8	0	0	8
	Hour	47	3	1	51
	12/5/2026 3:00:00 PM	9	0	1	10
	12/5/2026 3:15:00 PM	15	0	0	15
	12/5/2026 3:30:00 PM	33	0	0	33
	12/5/2026 3:45:00 PM	8	1	0	9
	Hour	65	1	1	67
	12/5/2026 4:00:00 PM	14	1	0	15
	12/5/2026 4:15:00 PM	14	1	0	15
	12/5/2026 4:30:00 PM	19	1	0	20
	12/5/2026 4:45:00 PM	35	2	1	38
	Hour	82	5	1	88
	12/5/2026 5:00:00 PM	37	0	1	38
	12/5/2026 5:15:00 PM	37	0	0	37
	12/5/2026 5:30:00 PM	28	1	0	29
	12/5/2026 5:45:00 PM	20	0	0	20
	Hour	122	1	1	124
	12/5/2026 6:00:00 PM	15	0	0	15
	12/5/2026 6:15:00 PM	7	0	1	8
	12/5/2026 6:30:00 PM	18	1	0	19
	12/5/2026 6:45:00 PM	5	0	0	5
	Hour	45	1	1	47
	12/5/2026 7:00:00 PM	9	0	0	9
	12/5/2026 7:15:00 PM	1	0	0	1
	12/5/2026 7:30:00 PM	11	0	0	11
	12/5/2026 7:45:00 PM	7	0	0	7
	Hour	28	0	0	28
	12/5/2026 8:00:00 PM	9	0	0	9
	12/5/2026 8:15:00 PM	5	0	0	5
	12/5/2026 8:30:00 PM	5	0	0	5
	12/5/2026 8:45:00 PM	2	0	0	2
	Hour	21	0	0	21
	12/5/2026 9:00:00 PM	4	0	0	4
	12/5/2026 9:15:00 PM	12	0	0	12
	12/5/2026 9:30:00 PM	5	0	0	5
	12/5/2026 9:45:00 PM	5	0	0	5
	Hour	26	0	0	26
	12/5/2026 10:00:00 PM	3	0	0	3
	12/5/2026 10:15:00 PM	1	0	0	1
	12/5/2026 10:30:00 PM	1	0	0	1
	12/5/2026 10:45:00 PM	2	0	0	2
	Hour	7	0	0	7
	12/5/2026 11:00:00 PM	1	0	0	1
	12/5/2026 11:15:00 PM	1	0	0	1
	12/5/2026 11:30:00 PM	2	0	0	2
	12/5/2026 11:45:00 PM	0	0	0	0
	Hour	4	0	0	4
	Grand Total	533	16	5	554
	Percentage	96.2%	2.9%	0.9%	
	Total	1,003	28	14	1,045
	Percentage	96.0%	2.7%	1.3%	

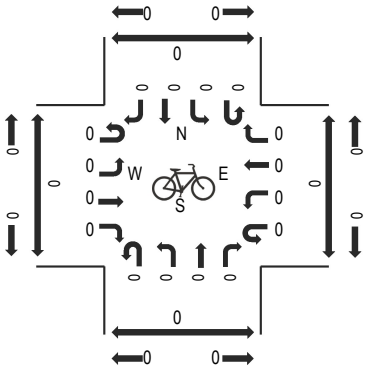
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 WHITE SULPHUR ROAD & CORNELIA HIGHWAY AM
Date: Tuesday, May 12, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

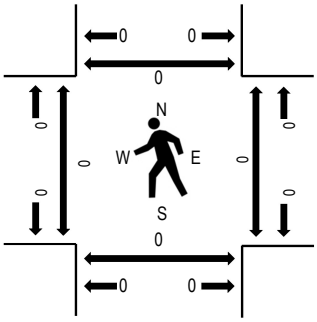
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CORNELIA HIGHWAY Eastbound				CORNELIA HIGHWAY Westbound				WHITE SULPHUR ROAD Northbound				WHITE SULPHUR ROAD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	10	268	1	0	6	479	33	0	7	8	3	0	9	0	6	830	3,382	0	0	0	0
7:15 AM	0	6	273	6	0	7	499	36	0	4	15	7	0	16	3	10	882	3,285	0	0	0	0
7:30 AM	0	5	278	11	0	3	519	32	0	12	10	6	0	10	6	8	900	3,142	0	0	0	0
7:45 AM	0	22	239	6	0	7	412	38	0	5	13	7	0	9	9	3	770	2,871	0	0	0	0
8:00 AM	0	8	248	6	0	6	397	28	0	6	3	6	0	12	6	7	733	2,737	0	0	0	0
8:15 AM	0	12	251	3	0	5	389	27	0	12	8	3	0	19	6	4	739		0	0	0	0
8:30 AM	0	7	224	3	0	4	340	21	0	5	5	4	0	6	3	7	629		0	0	0	0
8:45 AM	0	14	261	0	0	2	318	21	0	7	2	4	0	5	1	1	636		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	8	59	0	0	0	38	4	0	0	0	0	0	5	0	3	117
Lights	0	34	950	24	0	23	1,852	127	0	26	46	23	0	34	17	22	3,178
Mediums	0	1	49	0	0	0	19	8	0	2	0	0	0	5	1	2	87
Total	0	43	1,058	24	0	23	1,909	139	0	28	46	23	0	44	18	27	3,382

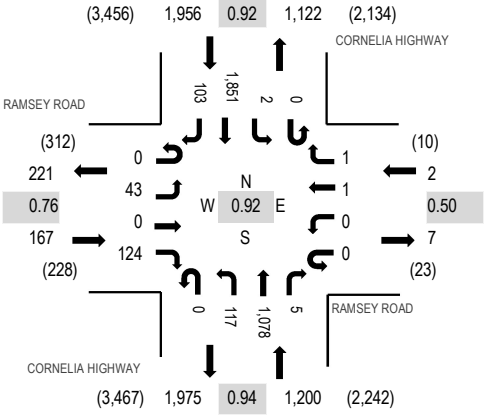
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		10.4%				3.3%				2.1%				18.0%			6.0%
Heavy Vehicle %	0.0%	20.9%	10.2%	0.0%	0.0%	0.0%	3.0%	8.6%	0.0%	7.1%	0.0%	0.0%	0.0%	22.7%	5.6%	18.5%	6.0%
Peak Hour Factor		0.96				0.93				0.87				0.85			0.94
Peak Hour Factor	0.00	0.56	0.95	0.66	0.00	0.82	0.92	0.91	0.00	0.73	0.77	0.93	0.00	0.66	0.75	0.70	0.94

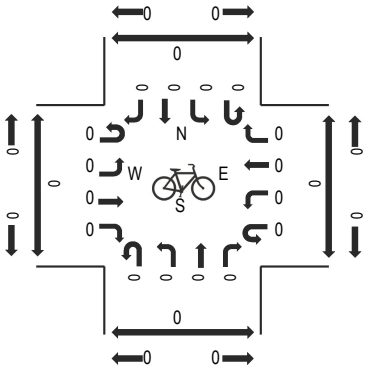
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 CORNELIA HIGHWAY & RAMSEY ROAD AM
Date: Tuesday, May 12, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

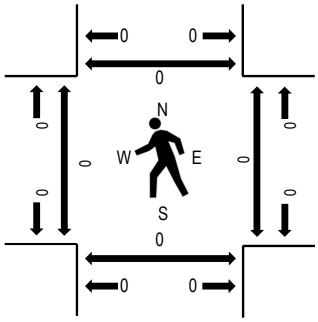
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RAMSEY ROAD Eastbound				RAMSEY ROAD Westbound				CORNELIA HIGHWAY Northbound				CORNELIA HIGHWAY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	3	0	22	0	0	0	0	0	34	270	1	0	0	473	26	829	3,325	0	0	0	0
7:15 AM	0	12	0	40	0	0	0	0	0	25	269	0	0	0	473	23	842	3,228	0	0	0	0
7:30 AM	0	20	0	35	0	0	1	1	0	38	280	2	0	1	492	38	908	3,062	0	0	0	0
7:45 AM	0	8	0	27	0	0	0	0	0	20	259	2	0	1	413	16	746	2,772	0	0	0	0
8:00 AM	0	3	0	14	0	1	0	1	0	16	261	4	0	3	416	13	732	2,611	0	0	0	0
8:15 AM	0	9	0	13	0	0	0	2	0	11	256	3	0	1	365	16	676		0	0	0	0
8:30 AM	0	0	0	9	0	3	0	1	0	8	243	1	0	0	342	11	618		0	0	0	0
8:45 AM	0	7	0	6	0	0	0	0	0	9	229	1	0	3	323	7	585		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	3	0	4	0	0	0	0	0	9	61	0	0	0	41	7	125
Lights	0	38	0	110	0	0	1	1	0	99	966	5	0	2	1,779	91	3,092
Mediums	0	2	0	10	0	0	0	0	0	9	51	0	0	0	31	5	108
Total	0	43	0	124	0	0	1	1	0	117	1,078	5	0	2	1,851	103	3,325

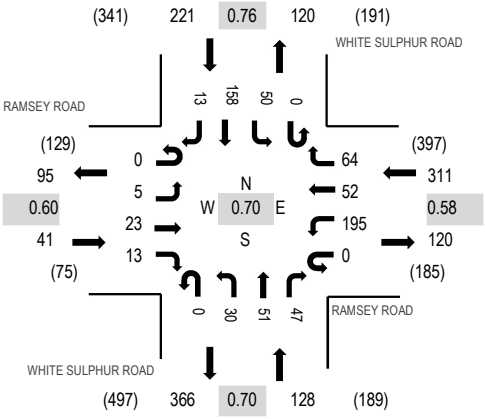
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		11.4%				0.0%				10.8%				4.3%			7.0%
Heavy Vehicle %	0.0%	11.6%	0.0%	11.3%	0.0%	0.0%	0.0%	0.0%	0.0%	15.4%	10.4%	0.0%	0.0%	0.0%	3.9%	11.7%	7.0%
Peak Hour Factor		0.76				0.50				0.94				0.92			0.92
Peak Hour Factor	0.00	0.54	0.00	0.78	0.00	0.33	0.25	0.50	0.00	0.77	0.96	0.69	0.00	0.58	0.94	0.68	0.92

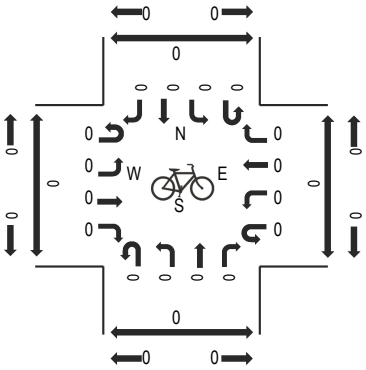
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 WHITE SULPHUR ROAD & RAMSEY ROAD AM
Date: Tuesday, May 12, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

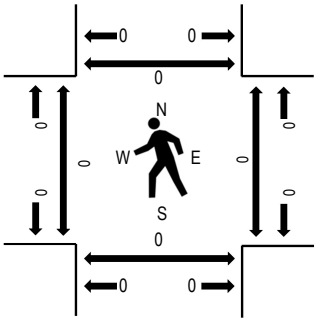
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RAMSEY ROAD Eastbound				RAMSEY ROAD Westbound				WHITE SULPHUR ROAD Northbound				WHITE SULPHUR ROAD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	3	5	9	0	9	18	13	0	9	12	25	0	20	30	5	158	701	0	0	0	0
7:15 AM	0	0	5	1	0	53	13	17	0	5	13	11	0	10	33	4	165	631	0	0	0	0
7:30 AM	0	0	6	3	0	100	16	19	0	11	14	7	0	11	59	3	249	545	0	0	0	0
7:45 AM	0	2	7	0	0	33	5	15	0	5	12	4	0	9	36	1	129	370	0	0	0	0
8:00 AM	0	2	5	2	0	13	6	9	0	2	11	6	0	9	23	0	88	301	0	0	0	0
8:15 AM	0	2	8	0	0	12	5	4	0	3	7	4	0	7	26	1	79		0	0	0	0
8:30 AM	0	2	3	1	0	10	3	6	0	1	10	5	0	6	23	4	74		0	0	0	0
8:45 AM	0	1	8	0	0	7	3	8	0	1	9	2	0	2	14	5	60		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	11	0	0	0	7	0	0	0	0	0	0	3	0	0	21
Lights	0	4	10	13	0	189	44	59	0	29	50	39	0	43	157	9	646
Mediums	0	1	2	0	0	6	1	5	0	1	1	8	0	4	1	4	34
Total	0	5	23	13	0	195	52	64	0	30	51	47	0	50	158	13	701

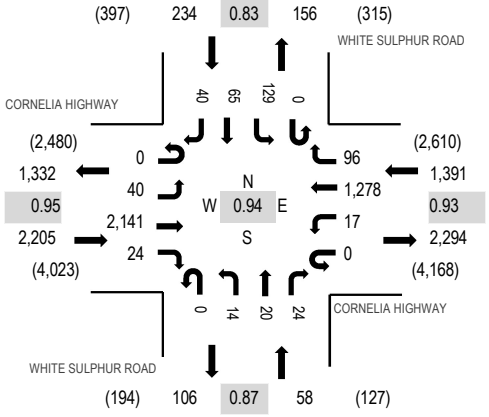
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		34.1%				6.1%				7.8%				5.4%			7.8%
Heavy Vehicle %	0.0%	20.0%	56.5%	0.0%	0.0%	3.1%	15.4%	7.8%	0.0%	3.3%	2.0%	17.0%	0.0%	14.0%	0.6%	30.8%	7.8%
Peak Hour Factor		0.60				0.58				0.70				0.76			0.70
Peak Hour Factor	0.00	1.00	0.81	0.36	0.00	0.50	0.72	0.84	0.00	0.68	0.91	0.47	0.00	0.63	0.67	0.65	0.70

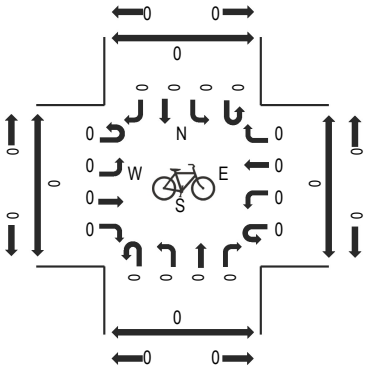
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 WHITE SULPHUR ROAD & CORNELIA HIGHWAY PM
Date: Tuesday, May 12, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

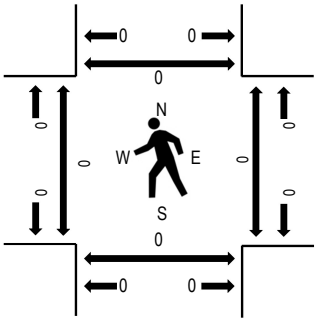
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CORNELIA HIGHWAY Eastbound				CORNELIA HIGHWAY Westbound				WHITE SULPHUR ROAD Northbound				WHITE SULPHUR ROAD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	1	18	457	4	0	5	235	15	0	3	5	7	0	22	7	7	786	3,524	0	0	0	0
4:15 PM	1	18	474	6	0	6	265	13	0	3	7	9	0	29	11	2	844	3,699	0	0	0	0
4:30 PM	0	11	508	4	0	2	328	24	0	2	6	10	0	22	11	6	934	3,888	0	0	0	0
4:45 PM	0	16	537	5	0	3	307	26	0	4	7	3	0	23	14	15	960	3,883	0	0	0	0
5:00 PM	0	4	526	12	0	7	305	25	0	5	1	4	0	38	21	13	961	3,633	0	0	0	0
5:15 PM	0	9	570	3	0	5	338	21	0	3	6	7	0	46	19	6	1,033		0	0	0	0
5:30 PM	0	9	465	3	0	13	348	23	0	3	11	9	0	22	12	11	929		0	0	0	0
5:45 PM	0	9	348	5	0	9	261	26	0	2	5	5	0	27	7	6	710		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	3	23	1	0	0	37	3	0	0	0	0	0	1	0	1	69
Lights	0	36	2,104	23	0	17	1,214	82	0	14	20	24	0	128	64	39	3,765
Mediums	0	1	14	0	0	0	27	11	0	0	0	0	0	0	1	0	54
Total	0	40	2,141	24	0	17	1,278	96	0	14	20	24	0	129	65	40	3,888

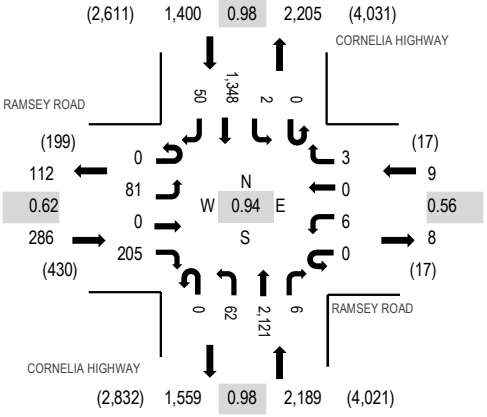
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.9%				5.6%				0.0%				1.3%		3.2%
Heavy Vehicle %	0.0%	10.0%	1.7%	4.2%	0.0%	0.0%	5.0%	14.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	1.5%	2.5%	3.2%
Peak Hour Factor			0.95				0.93				0.87				0.83		0.94
Peak Hour Factor	0.50	0.88	0.94	0.56	0.00	0.65	0.93	0.92	0.00	0.75	0.57	0.73	0.00	0.72	0.79	0.75	0.94

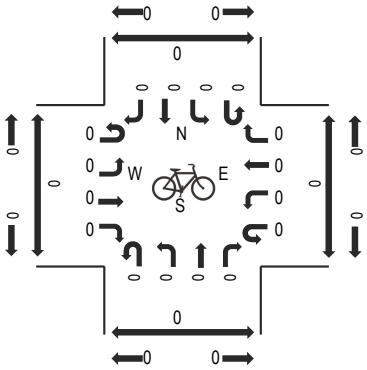
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 CORNELIA HIGHWAY & RAMSEY ROAD PM
Date: Tuesday, May 12, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

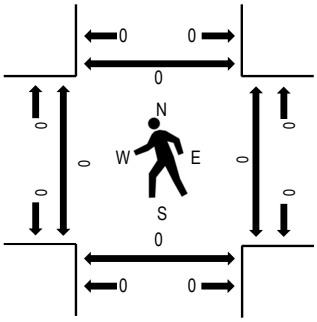
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RAMSEY ROAD Eastbound				RAMSEY ROAD Westbound				CORNELIA HIGHWAY Northbound				CORNELIA HIGHWAY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	12	0	19	0	3	0	1	0	15	483	3	0	0	234	12	782	3,470	0	0	0	0
4:15 PM	0	16	0	19	0	0	0	1	0	13	484	2	0	1	281	7	824	3,724	0	0	0	0
4:30 PM	0	21	0	44	0	3	0	0	0	17	508	0	0	0	311	11	915	3,884	0	0	0	0
4:45 PM	0	18	0	16	0	1	0	0	0	18	539	3	0	1	338	15	949	3,843	0	0	0	0
5:00 PM	0	26	0	90	0	0	0	3	0	11	537	2	0	0	353	14	1,036	3,609	0	0	0	0
5:15 PM	0	16	0	55	0	2	0	0	0	16	537	1	0	1	346	10	984		0	0	0	0
5:30 PM	0	15	0	29	0	0	0	0	0	9	450	1	0	0	362	8	874		0	0	0	0
5:45 PM	0	7	0	27	0	1	0	2	0	15	355	2	0	0	298	8	715		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	2	0	6	0	0	0	0	0	7	24	0	0	0	36	5	80
Lights	0	78	0	197	0	6	0	3	0	54	2,071	6	0	2	1,283	42	3,742
Mediums	0	1	0	2	0	0	0	0	0	1	26	0	0	0	29	3	62
Total	0	81	0	205	0	6	0	3	0	62	2,121	6	0	2	1,348	50	3,884

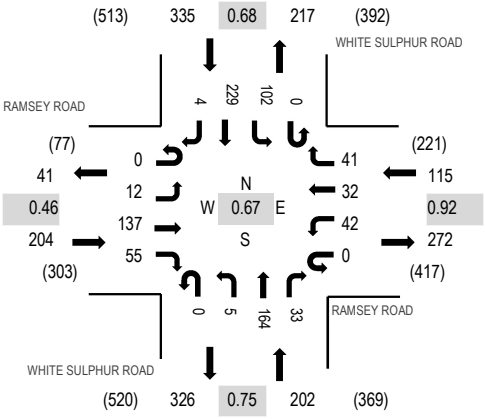
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		3.8%				0.0%				2.6%				5.2%			3.7%
Heavy Vehicle %	0.0%	3.7%	0.0%	3.9%	0.0%	0.0%	0.0%	0.0%	0.0%	12.9%	2.4%	0.0%	0.0%	0.0%	4.8%	16.0%	3.7%
Peak Hour Factor		0.62				0.56				0.98				0.98			0.94
Peak Hour Factor	0.00	0.78	0.00	0.57	0.00	0.58	0.00	0.42	0.00	0.88	0.98	0.67	0.00	0.50	0.97	0.83	0.94

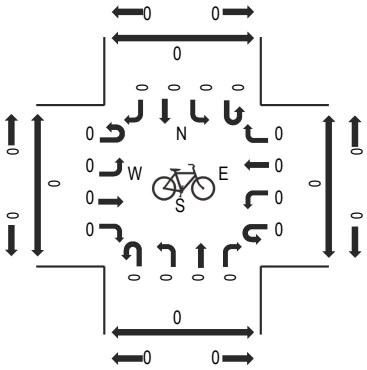
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 WHITE SULPHUR ROAD & RAMSEY ROAD PM
Date: Tuesday, May 12, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

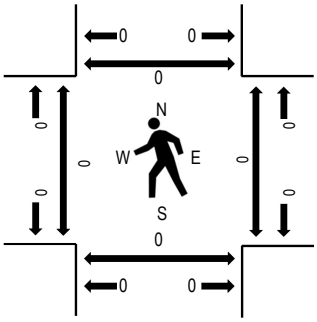
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RAMSEY ROAD Eastbound				RAMSEY ROAD Westbound				WHITE SULPHUR ROAD Northbound				WHITE SULPHUR ROAD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	17	7	0	6	11	10	0	0	31	5	0	6	28	0	123	591	0	0	0	0
4:15 PM	0	2	15	4	0	12	8	8	0	1	39	12	0	11	23	0	135	786	0	0	0	0
4:30 PM	0	1	32	8	0	7	8	7	0	2	55	13	0	16	38	0	187	856	0	0	0	0
4:45 PM	0	2	14	8	0	15	9	8	0	0	36	4	0	9	40	1	146	834	0	0	0	0
5:00 PM	0	8	71	33	0	10	9	12	0	3	35	10	0	42	82	3	318	815	0	0	0	0
5:15 PM	0	1	20	6	0	10	6	14	0	0	38	6	0	35	69	0	205		0	0	0	0
5:30 PM	0	1	20	8	0	15	2	8	0	1	36	12	0	13	48	1	165		0	0	0	0
5:45 PM	0	1	14	8	0	7	10	9	0	1	28	1	0	19	28	1	127		0	0	0	0

Peak Rolling Hour Flow Rates

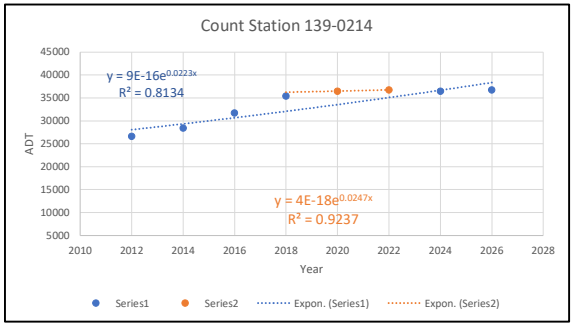
Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	9	0	0	1	11	0	0	0	0	0	0	0	1	0	22
Lights	0	12	128	55	0	41	13	41	0	4	163	31	0	102	227	4	821
Mediums	0	0	0	0	0	0	8	0	0	1	1	2	0	0	1	0	13
Total	0	12	137	55	0	42	32	41	0	5	164	33	0	102	229	4	856

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		4.4%				17.4%				2.0%				0.6%			4.1%
Heavy Vehicle %	0.0%	0.0%	6.6%	0.0%	0.0%	2.4%	59.4%	0.0%	0.0%	20.0%	0.6%	6.1%	0.0%	0.0%	0.9%	0.0%	4.1%
Peak Hour Factor		0.46				0.92				0.75				0.68			0.67
Peak Hour Factor	0.00	0.41	0.48	0.42	0.00	0.83	0.82	0.77	0.00	0.50	0.75	0.75	0.00	0.65	0.73	0.42	0.67

Growth Rate Calculations

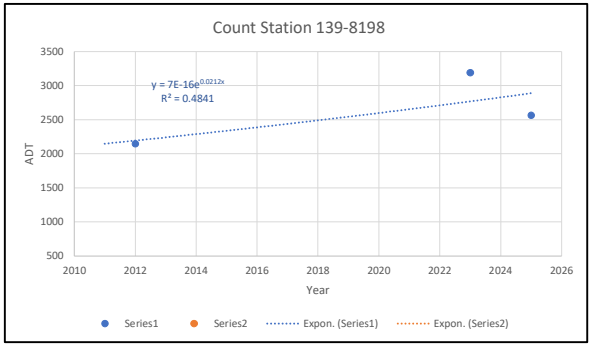
Count Station #	139-0214		
Count Station Description	US 23/SR 365/Cornelia Hwy north of White Sulphur Rd		
Functional Classification	Principal Arterial - Other (Rural)		
Years	ADT	AADT	Notes
2006			
2007			
2008			
2009			
2010			
2011			
2012	26636		
2013			
2014	28406		
2015			
2016	31740		
2017			
2018	35424	35500	
2019			
2020			
2021			
2022			
2023			
2024	36498	39000	
2025			
2026	36747		



5-Year Growth Rate: 2.47%
15-Year Growth Rate: 2.23%

Average 5-Year Growth Rate:	2.7%
Average 15-Year Growth Rate:	2.1%
Proposed:	2.4%

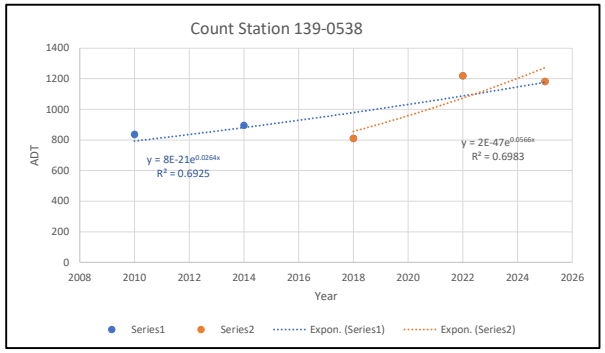
Count Station #	139-8198		
Count Station Description	Ramsey Rd west of White Sulphur Rd		
Functional Classification	Local - Other (Urban)		
Years	ADT	AADT	Notes
2006			
2007			
2008			
2009			
2010			
2011			
2012	2146		
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023	3188		
2024			
2025	2562		



5-Year Growth Rate:
15-Year Growth Rate: 2.12%

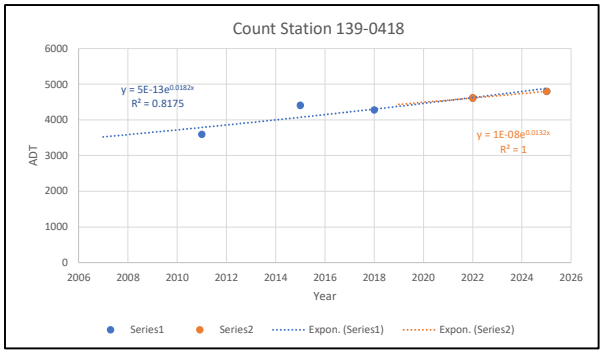
Growth Rate Calculations

Count Station #	139-0538		
Count Station Description	White Sulphur Rd east of US 23/SR 365/ Cornelia Hwy		
Functional Classification	Major Collector - Other (Rural)		
Years	ADT	AADT	Notes
2006			
2007			
2008			
2009			
2010	836		
2011			
2012			
2013			
2014	895		
2015			
2016			
2017			
2018	810	760	
2019			
2020			
2021			
2022	1220	1120	
2023			
2024			
2025	1182		



5-Year Growth Rate:
15-Year Growth Rate: 2.64%

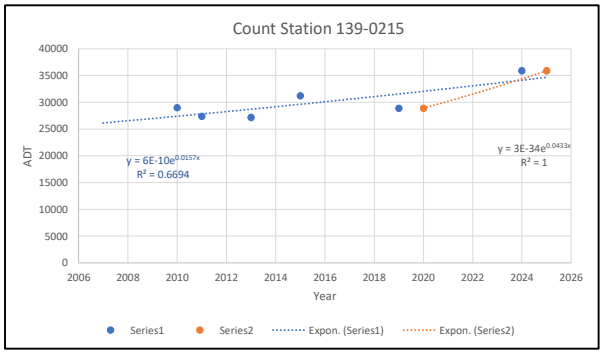
Count Station #	0139-0536		
Count Station Description	White Sulphur Road south of Ramsey Road		
Functional Classification	Minor-Arterial (Urban)		
Years	ADT	AADT	Notes
2006			
2007			
2008			
2009			
2010			
2011	3592		
2012			
2013			
2014			
2015	4405		
2016			
2017			
2018	4277	3780	
2019			
2020			
2021			
2022	4612	3890	
2023			
2024			
2025	4798		



5-Year Growth Rate: 1.32%
15-Year Growth Rate: 1.82%

Growth Rate Calculations

Count Station #	139-0215		
Count Station Description	US 23/SR 365/Cornelia Hwy south of Lula Rd		
Functional Classification	Principal Arterial - Other (Rural)		
Years	ADT	AADT	Notes
2006			
2007			
2008			
2009			
2010	28969		
2011	27398		
2012			
2013	27163		
2014			
2015	31210		
2016		12500	
2017			
2018		16500	
2019	28906		
2020			
2021			
2022		18400	
2023			
2024	35894	20100	
2025			



5-Year Growth Rate: 4.30%
15-Year Growth Rate: 1.57%

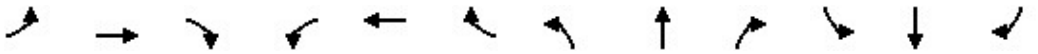
APPENDIX C – EXISTING YEAR 2026 OPERATIONAL ANALYSIS REPORTS

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	46	1126	26	24	2031	148	103	47	19	29
v/c Ratio	0.42	0.43	0.02	0.07	0.82	0.13	0.64	0.46	0.11	0.11
Control Delay (s/veh)	83.3	8.0	0.0	4.5	21.9	2.6	85.8	85.9	69.0	0.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	83.3	8.0	0.0	4.5	21.9	2.6	85.8	85.9	69.0	0.9
Queue Length 50th (ft)	53	242	0	5	854	9	109	52	20	0
Queue Length 95th (ft)	100	288	0	12	1121	38	180	102	50	0
Internal Link Dist (ft)		5013			864		491		2991	
Turn Bay Length (ft)	600		600	460		350		100		185
Base Capacity (vph)	232	2603	1182	425	2467	1137	193	123	216	288
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.43	0.02	0.06	0.82	0.13	0.53	0.38	0.09	0.10

Intersection Summary

HCM 7th Signalized Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	43	1058	24	23	1909	139	28	46	23	44	18	27
Future Volume (veh/h)	43	1058	24	23	1909	139	28	46	23	44	18	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811
Adj Flow Rate, veh/h	46	1126	26	24	2031	148	30	49	0	47	19	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	6	6	6	6	6	6	6	6	6	6	6	6
Cap, veh/h	59	2709	1208	400	2671	1191	61	68		110	112	
Arrive On Green	0.03	0.79	0.79	0.02	0.78	0.78	0.06	0.06	0.00	0.06	0.06	0.00
Sat Flow, veh/h	1725	3441	1535	1725	3441	1535	511	1109	0	1313	1811	1535
Grp Volume(v), veh/h	46	1126	26	24	2031	148	79	0	0	47	19	0
Grp Sat Flow(s),veh/h/ln	1725	1721	1535	1725	1721	1535	1620	0	0	1313	1811	1535
Q Serve(g_s), s	4.5	17.6	0.6	0.5	54.8	4.1	6.5	0.0	0.0	0.0	1.7	0.0
Cycle Q Clear(g_c), s	4.5	17.6	0.6	0.5	54.8	4.1	8.2	0.0	0.0	7.5	1.7	0.0
Prop In Lane	1.00		1.00	1.00		1.00	0.38		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	59	2709	1208	400	2671	1191	129	0		110	112	
V/C Ratio(X)	0.78	0.42	0.02	0.06	0.76	0.12	0.61	0.00		0.43	0.17	
Avail Cap(c_a), veh/h	235	2709	1208	493	2671	1191	224	0		188	218	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.92	0.92	0.92	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	81.4	5.7	3.9	4.3	10.4	4.7	78.6	0.0	0.0	78.4	75.6	0.0
Incr Delay (d2), s/veh	24.0	0.4	0.0	0.1	2.1	0.2	9.6	0.0	0.0	5.5	1.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	5.2	0.2	0.1	17.1	1.1	3.8	0.0	0.0	2.2	0.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	105.4	6.2	3.9	4.4	12.5	4.9	88.2	0.0	0.0	83.9	77.1	0.0
LnGrp LOS	F	A	A	A	B	A	F			F	E	
Approach Vol, veh/h		1198			2203			79			66	
Approach Delay, s/veh		9.9			11.9			88.2			81.9	
Approach LOS		A			B			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.8	141.2		18.0	12.6	139.4		18.0				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	12.6	114.6		20.5	23.2	104.6		20.5				
Max Q Clear Time (g_c+I1), s	2.5	19.6		9.5	6.5	56.8		10.2				
Green Ext Time (p_c), s	0.0	43.4		0.2	0.1	46.1		0.4				

Intersection Summary			
HCM 7th Control Delay, s/veh		14.2	
HCM 7th LOS		B	

Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	127	1172	5	2	2012	112	2	47	135
v/c Ratio	0.68	0.41	0.00	0.03	0.83	0.10	0.02	0.45	0.09
Control Delay (s/veh)	89.4	4.8	0.0	67.0	22.9	6.6	57.0	87.5	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	89.4	4.8	0.0	67.0	22.9	6.6	57.0	87.5	0.1
Queue Length 50th (ft)	146	144	0	2	596	16	1	54	0
Queue Length 95th (ft)	219	317	0	m2	790	m48	12	102	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	267	2873	1293	136	2421	1109	212	171	1509
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.48	0.41	0.00	0.01	0.83	0.10	0.01	0.27	0.09

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	117	1078	5	2	1851	103	0	1	1	43	0	124
Future Volume (veh/h)	117	1078	5	2	1851	103	0	1	1	43	0	124
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	127	1172	5	2	2012	112	0	1	0	47	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	7	7	7	7	7	7	7	7	7	7	7	7
Cap, veh/h	149	2858	1275	5	2595	1157	0	77		100	0	
Arrive On Green	0.09	0.84	0.84	0.00	0.76	0.76	0.00	0.04	0.00	0.04	0.00	0.00
Sat Flow, veh/h	1711	3413	1522	1711	3413	1522	0	1796	0	1343	0	1522
Grp Volume(v), veh/h	127	1172	5	2	2012	112	0	1	0	47	0	0
Grp Sat Flow(s),veh/h/ln	1711	1706	1522	1711	1706	1522	0	1796	0	1343	0	1522
Q Serve(g_s), s	12.4	14.5	0.1	0.2	58.5	3.2	0.0	0.1	0.0	5.8	0.0	0.0
Cycle Q Clear(g_c), s	12.4	14.5	0.1	0.2	58.5	3.2	0.0	0.1	0.0	5.9	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	0.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	149	2858	1275	5	2595	1157	0	77		100	0	
V/C Ratio(X)	0.85	0.41	0.00	0.44	0.78	0.10	0.00	0.01		0.47	0.00	
Avail Cap(c_a), veh/h	272	2858	1275	139	2595	1157	0	229		215	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.48	0.48	0.48	0.00	1.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	76.6	3.4	2.3	84.6	11.9	5.3	0.0	77.9	0.0	80.8	0.0	0.0
Incr Delay (d2), s/veh	17.3	0.4	0.0	40.0	1.1	0.1	0.0	0.1	0.0	7.2	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.1	3.4	0.0	0.1	18.4	0.9	0.0	0.0	0.0	2.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	93.9	3.9	2.3	124.6	13.0	5.4	0.0	78.1	0.0	87.9	0.0	0.0
LnGrp LOS	F	A		F	B	A		E		F		
Approach Vol, veh/h		1304			2126			1			47	
Approach Delay, s/veh		12.6			12.7			78.1			87.9	
Approach LOS		B			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	19.8	136.7		13.6	6.7	149.8		13.6				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	27.0	102.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	14.4	60.5		2.1	2.2	16.5		7.9				
Green Ext Time (p_c), s	0.4	40.6		0.0	0.0	46.1		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		13.7	
HCM 7th LOS		B	

Notes

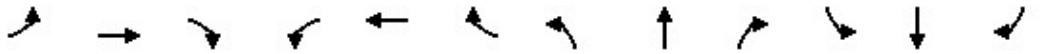
Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	43	140	71	245	279	165	7	33	19
v/c Ratio	0.10	0.21	0.22	0.52	0.59	0.26	0.02	0.05	0.03
Control Delay (s/veh)	10.8	7.1	20.8	23.3	21.3	10.6	13.4	13.5	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.8	7.1	20.8	23.3	21.3	10.6	13.4	13.5	0.1
Queue Length 50th (ft)	8	13	20	74	82	26	2	8	0
Queue Length 95th (ft)	22	35	47	125	126	50	8	21	0
Internal Link Dist (ft)		479		347		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	1096	1592	765	1132	845	1073	749	1147	1005
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.09	0.09	0.22	0.33	0.15	0.01	0.03	0.02

Intersection Summary

HCM 7th Signalized Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	51	47	50	158	13	195	52	64	5	23	13
Future Volume (veh/h)	30	51	47	50	158	13	195	52	64	5	23	13
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781
Adj Flow Rate, veh/h	43	73	67	71	226	19	279	74	91	7	33	0
Peak Hour Factor	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Percent Heavy Veh, %	8	8	8	8	8	8	8	8	8	8	8	8
Cap, veh/h	365	351	322	445	352	30	565	220	270	446	538	
Arrive On Green	0.05	0.41	0.41	0.22	0.22	0.22	0.30	0.30	0.30	0.30	0.30	0.00
Sat Flow, veh/h	1697	855	785	1189	1621	136	1310	727	894	1163	1781	1510
Grp Volume(v), veh/h	43	0	140	71	0	245	279	0	165	7	33	0
Grp Sat Flow(s),veh/h/ln	1697	0	1640	1189	0	1757	1310	0	1621	1163	1781	1510
Q Serve(g_s), s	0.7	0.0	2.1	1.9	0.0	4.9	7.4	0.0	3.1	0.2	0.5	0.0
Cycle Q Clear(g_c), s	0.7	0.0	2.1	1.9	0.0	4.9	7.9	0.0	3.1	3.2	0.5	0.0
Prop In Lane	1.00		0.48	1.00		0.08	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	365	0	673	445	0	381	565	0	490	446	538	
V/C Ratio(X)	0.12	0.00	0.21	0.16	0.00	0.64	0.49	0.00	0.34	0.02	0.06	
Avail Cap(c_a), veh/h	1577	0	1250	1093	0	1339	1172	0	1239	984	1362	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	9.9	0.0	7.3	12.6	0.0	13.7	12.4	0.0	10.5	11.7	9.6	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.2	0.2	0.0	1.8	0.7	0.0	0.4	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.5	0.4	0.0	1.6	1.7	0.0	0.9	0.0	0.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.0	0.0	7.5	12.7	0.0	15.6	13.1	0.0	10.9	11.7	9.6	0.0
LnGrp LOS	B		A	B		B	B		B	B	A	
Approach Vol, veh/h		183			316			444			40	
Approach Delay, s/veh		8.1			14.9			12.2			10.0	
Approach LOS		A			B			B			A	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.4	14.0		17.2		21.4		17.2				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.7	6.9		9.9		4.1		5.2				
Green Ext Time (p_c), s	0.1	1.5		1.8		0.7		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			12.2									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	43	2278	26	18	1360	102	62	137	69	43
v/c Ratio	0.15	0.89	0.02	0.17	0.55	0.09	0.27	0.74	0.28	0.16
Control Delay (s/veh)	6.5	19.9	0.0	9.1	14.0	1.8	48.4	93.8	67.5	2.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	19.9	0.0	9.1	14.0	1.8	48.4	93.8	67.5	2.9
Queue Length 50th (ft)	10	572	0	4	391	0	45	152	71	0
Queue Length 95th (ft)	m19	#1114	m0	12	493	22	95	232	124	8
Internal Link Dist (ft)		5013			864		491		1352	
Turn Bay Length (ft)	600		600	460		350		100		185
Base Capacity (vph)	403	2555	1163	213	2484	1141	272	220	298	317
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.89	0.02	0.08	0.55	0.09	0.23	0.62	0.23	0.14

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

HCM 7th Signalized Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	2141	24	17	1278	96	14	20	24	129	65	40
Future Volume (veh/h)	40	2141	24	17	1278	96	14	20	24	129	65	40
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	43	2278	26	18	1360	102	15	21	0	137	69	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	289	2592	1156	112	2574	1148	85	107		200	216	
Arrive On Green	0.03	0.74	0.74	0.02	0.73	0.73	0.12	0.12	0.00	0.12	0.12	0.00
Sat Flow, veh/h	1767	3526	1572	1767	3526	1572	468	916	0	1380	1856	1572
Grp Volume(v), veh/h	43	2278	26	18	1360	102	36	0	0	137	69	0
Grp Sat Flow(s),veh/h/ln	1767	1763	1572	1767	1763	1572	1384	0	0	1380	1856	1572
Q Serve(g_s), s	1.0	82.2	0.8	0.4	28.8	3.2	0.3	0.0	0.0	10.9	5.8	0.0
Cycle Q Clear(g_c), s	1.0	82.2	0.8	0.4	28.8	3.2	6.1	0.0	0.0	17.0	5.8	0.0
Prop In Lane	1.00		1.00	1.00		1.00	0.42		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	289	2592	1156	112	2574	1148	191	0		200	216	
V/C Ratio(X)	0.15	0.88	0.02	0.16	0.53	0.09	0.19	0.00		0.68	0.32	
Avail Cap(c_a), veh/h	465	2592	1156	255	2574	1148	263	0		262	300	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.48	0.48	0.48	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	8.0	16.8	6.1	27.4	10.1	6.6	67.8	0.0	0.0	74.0	68.9	0.0
Incr Delay (d2), s/veh	0.2	2.3	0.0	0.7	0.8	0.2	1.0	0.0	0.0	8.9	1.8	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	28.2	0.2	0.4	9.9	1.0	1.5	0.0	0.0	6.3	2.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.1	19.1	6.1	28.1	10.9	6.8	68.8	0.0	0.0	82.9	70.7	0.0
LnGrp LOS	A	B	A	C	B	A	E			F	E	
Approach Vol, veh/h		2347			1480			36			206	
Approach Delay, s/veh		18.8			10.8			68.8			78.8	
Approach LOS		B			B			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.3	132.4		27.3	11.1	131.5		27.3				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	16.6	103.6		27.5	21.2	99.6		27.5				
Max Q Clear Time (g_c+I1), s	2.4	84.2		19.0	3.0	30.8		8.1				
Green Ext Time (p_c), s	0.0	19.3		0.8	0.1	49.2		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			19.4									
HCM 7th LOS			B									

Notes

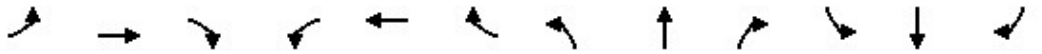
Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	66	2256	6	2	1434	53	9	86	218
v/c Ratio	0.51	0.81	0.00	0.03	0.58	0.05	0.04	0.62	0.14
Control Delay (s/veh)	88.2	14.3	0.0	71.5	12.5	0.2	0.3	91.6	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	88.2	14.3	0.0	71.5	12.5	0.2	0.3	91.6	0.2
Queue Length 50th (ft)	74	620	0	2	341	0	0	96	0
Queue Length 95th (ft)	128	1188	0	m4	382	m2	0	159	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	224	2783	1257	140	2475	1134	271	175	1553
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.29	0.81	0.00	0.01	0.58	0.05	0.03	0.49	0.14

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	2121	6	2	1348	50	6	0	3	81	0	205
Future Volume (veh/h)	62	2121	6	2	1348	50	6	0	3	81	0	205
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	66	2256	6	2	1434	53	6	0	0	86	0	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	84	2823	1259	5	2691	1200	166	0		145	0	
Arrive On Green	0.05	0.81	0.81	0.00	0.77	0.77	0.07	0.00	0.00	0.07	0.00	0.00
Sat Flow, veh/h	1753	3497	1560	1753	3497	1560	1689	0	0	1411	0	1560
Grp Volume(v), veh/h	66	2256	6	2	1434	53	6	0	0	86	0	0
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1753	1749	1560	1689	0	0	1411	0	1560
Q Serve(g_s), s	6.3	59.5	0.1	0.2	27.3	1.4	0.0	0.0	0.0	9.7	0.0	0.0
Cycle Q Clear(g_c), s	6.3	59.5	0.1	0.2	27.3	1.4	0.5	0.0	0.0	10.2	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	84	2823	1259	5	2691	1200	166	0		145	0	
V/C Ratio(X)	0.79	0.80	0.00	0.43	0.53	0.04	0.04	0.00		0.59	0.00	
Avail Cap(c_a), veh/h	227	2823	1259	142	2691	1200	242	0		222	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.83	0.83	0.83	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	80.1	8.9	3.2	84.6	7.7	4.7	73.3	0.0	0.0	77.7	0.0	0.0
Incr Delay (d2), s/veh	20.5	2.5	0.0	60.5	0.6	0.1	0.2	0.0	0.0	8.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.3	17.2	0.0	0.2	8.6	0.4	0.3	0.0	0.0	4.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	100.6	11.4	3.2	145.2	8.3	4.7	73.5	0.0	0.0	85.7	0.0	0.0
LnGrp LOS	F	B		F	A	A	E			F		
Approach Vol, veh/h		2328			1489			6			86	
Approach Delay, s/veh		13.9			8.4			73.5			85.7	
Approach LOS		B			A			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	13.1	138.2		18.7	6.7	144.6		18.7				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	22.0	107.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	8.3	29.3		2.5	2.2	61.5		12.2				
Green Ext Time (p_c), s	0.1	55.9		0.0	0.0	51.8		0.4				

Intersection Summary			
HCM 7th Control Delay, s/veh		13.4	
HCM 7th LOS		B	

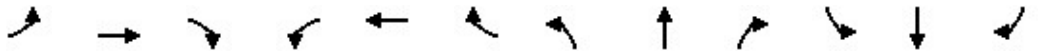
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	7	294	152	348	63	109	18	204	82
v/c Ratio	0.02	0.39	0.38	0.50	0.19	0.21	0.05	0.40	0.16
Control Delay (s/veh)	6.8	9.2	14.1	13.8	14.8	8.6	13.7	15.8	5.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.8	9.2	14.1	13.8	14.8	8.6	13.7	15.8	5.3
Queue Length 50th (ft)	1	36	19	47	8	6	2	29	0
Queue Length 95th (ft)	4	64	62	121	35	30	14	86	13
Internal Link Dist (ft)		479		5273		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	1396	1781	844	1451	920	1350	1003	1461	1259
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.17	0.18	0.24	0.07	0.08	0.02	0.14	0.07

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	164	33	102	229	4	42	32	41	12	137	55
Future Volume (veh/h)	5	164	33	102	229	4	42	32	41	12	137	55
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	7	245	49	152	342	6	63	48	61	18	204	0
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	352	688	138	518	529	9	349	163	207	416	408	
Arrive On Green	0.01	0.46	0.46	0.29	0.29	0.29	0.22	0.22	0.22	0.22	0.22	0.00
Sat Flow, veh/h	1753	1489	298	1068	1803	32	1159	736	936	1264	1841	1560
Grp Volume(v), veh/h	7	0	294	152	0	348	63	0	109	18	204	0
Grp Sat Flow(s),veh/h/ln	1753	0	1787	1068	0	1835	1159	0	1672	1264	1841	1560
Q Serve(g_s), s	0.1	0.0	3.7	4.1	0.0	5.8	1.8	0.0	1.9	0.4	3.4	0.0
Cycle Q Clear(g_c), s	0.1	0.0	3.7	4.1	0.0	5.8	5.2	0.0	1.9	2.3	3.4	0.0
Prop In Lane	1.00		0.17	1.00		0.02	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	352	0	826	518	0	538	349	0	370	416	408	
V/C Ratio(X)	0.02	0.00	0.36	0.29	0.00	0.65	0.18	0.00	0.29	0.04	0.50	
Avail Cap(c_a), veh/h	1804	0	1497	1100	0	1537	1067	0	1406	1199	1547	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	8.1	0.0	6.1	10.2	0.0	10.8	14.2	0.0	11.4	12.3	12.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.3	0.3	0.0	1.3	0.2	0.0	0.4	0.0	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.7	0.6	0.0	1.6	0.4	0.0	0.6	0.1	1.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.1	0.0	6.3	10.5	0.0	12.1	14.5	0.0	11.8	12.4	12.9	0.0
LnGrp LOS	A		A	B		B	B		B	B	B	
Approach Vol, veh/h		301			500			172			222	
Approach Delay, s/veh		6.4			11.6			12.8			12.9	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	5.9	15.9		13.3		21.8		13.3				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.1	7.8		7.2		5.7		5.4				
Green Ext Time (p_c), s	0.0	2.5		0.8		1.5		1.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			10.7									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX D – OPENING YEAR 2031 OPERATIONAL ANALYSIS REPORTS

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	51	1267	29	28	2286	167	34	83	53	21	32
v/c Ratio	0.29	0.48	0.02	0.09	0.89	0.14	0.30	0.53	0.50	0.14	0.13
Control Delay (s/veh)	77.3	7.7	0.0	4.0	24.0	2.7	78.2	75.1	88.7	71.8	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	77.3	7.7	0.0	4.0	24.0	2.7	78.2	75.1	88.7	71.8	1.2
Queue Length 50th (ft)	30	266	0	5	1041	14	38	81	60	23	0
Queue Length 95th (ft)	56	321	m0	13	#1537	44	78	142	110	54	0
Internal Link Dist (ft)		5013			864			491		2991	
Turn Bay Length (ft)	600		600	460		350	180		250		185
Base Capacity (vph)	450	2652	1203	384	2555	1173	160	215	151	216	288
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.48	0.02	0.07	0.89	0.14	0.21	0.39	0.35	0.10	0.11

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

HCM 7th Signalized Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	48	1191	27	26	2149	157	32	52	26	50	20	30
Future Volume (veh/h)	48	1191	27	26	2149	157	32	52	26	50	20	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811
Adj Flow Rate, veh/h	51	1267	29	28	2286	167	34	55	0	53	21	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	6	6	6	6	6	6	6	6	6	6	6	6
Cap, veh/h	90	2635	1175	339	2629	1173	138	148		111	148	
Arrive On Green	0.03	0.77	0.77	0.02	0.76	0.76	0.08	0.08	0.00	0.08	0.08	0.00
Sat Flow, veh/h	3346	3441	1535	1725	3441	1535	1347	1811	0	1306	1811	1535
Grp Volume(v), veh/h	51	1267	29	28	2286	167	34	55	0	53	21	0
Grp Sat Flow(s),veh/h/ln	1673	1721	1535	1725	1721	1535	1347	1811	0	1306	1811	1535
Q Serve(g_s), s	2.6	23.2	0.8	0.6	79.4	4.9	4.1	4.9	0.0	6.8	1.8	0.0
Cycle Q Clear(g_c), s	2.6	23.2	0.8	0.6	79.4	4.9	5.9	4.9	0.0	11.7	1.8	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	90	2635	1175	339	2629	1173	138	148		111	148	
V/C Ratio(X)	0.57	0.48	0.02	0.08	0.87	0.14	0.25	0.37		0.48	0.14	
Avail Cap(c_a), veh/h	457	2635	1175	429	2629	1173	190	218		162	218	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.89	0.89	0.89	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	81.8	7.4	4.8	5.6	14.1	5.3	75.3	73.9	0.0	79.5	72.5	0.0
Incr Delay (d2), s/veh	7.0	0.6	0.0	0.1	4.3	0.3	2.0	3.3	0.0	6.6	0.9	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	7.3	0.2	0.2	25.9	1.4	1.5	2.4	0.0	2.5	0.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	88.8	7.9	4.8	5.7	18.4	5.6	77.3	77.2	0.0	86.1	73.5	0.0
LnGrp LOS	F	A	A	A	B	A	E	E		F	E	
Approach Vol, veh/h		1347			2481			89			74	
Approach Delay, s/veh		10.9			17.4			77.3			82.5	
Approach LOS		B			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	11.1	137.6		21.4	11.4	137.3		21.4				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	12.6	114.6		20.5	23.2	104.6		20.5				
Max Q Clear Time (g_c+I1), s	2.6	25.2		13.7	4.6	81.4		7.9				
Green Ext Time (p_c), s	0.0	50.9		0.2	0.1	23.0		0.4				

Intersection Summary			
HCM 7th Control Delay, s/veh		17.7	
HCM 7th LOS		B	

Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	143	1320	7	2	2265	126	2	52	152
v/c Ratio	0.70	0.46	0.01	0.03	0.95	0.12	0.01	0.48	0.10
Control Delay (s/veh)	89.4	5.5	0.0	67.0	29.8	7.4	56.5	87.8	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	89.4	5.5	0.0	67.0	29.8	7.4	56.5	87.8	0.1
Queue Length 50th (ft)	164	180	0	2	698	24	1	60	0
Queue Length 95th (ft)	241	390	0	m2	#1687	m50	12	110	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	268	2862	1289	136	2379	1091	212	171	1509
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.53	0.46	0.01	0.01	0.95	0.12	0.01	0.30	0.10

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	132	1214	6	2	2084	116	0	1	1	48	0	140
Future Volume (veh/h)	132	1214	6	2	2084	116	0	1	1	48	0	140
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	143	1320	7	2	2265	126	0	1	0	52	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	7	7	7	7	7	7	7	7	7	7	7	7
Cap, veh/h	165	2843	1268	5	2547	1136	0	85		106	0	
Arrive On Green	0.10	0.83	0.83	0.00	0.75	0.75	0.00	0.05	0.00	0.05	0.00	0.00
Sat Flow, veh/h	1711	3413	1522	1711	3413	1522	0	1796	0	1345	0	1522
Grp Volume(v), veh/h	143	1320	7	2	2265	126	0	1	0	52	0	0
Grp Sat Flow(s),veh/h/ln	1711	1706	1522	1711	1706	1522	0	1796	0	1345	0	1522
Q Serve(g_s), s	14.0	17.9	0.1	0.2	85.1	3.9	0.0	0.1	0.0	6.4	0.0	0.0
Cycle Q Clear(g_c), s	14.0	17.9	0.1	0.2	85.1	3.9	0.0	0.1	0.0	6.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	0.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	165	2843	1268	5	2547	1136	0	85		106	0	
V/C Ratio(X)	0.87	0.46	0.01	0.44	0.89	0.11	0.00	0.01		0.49	0.00	
Avail Cap(c_a), veh/h	272	2843	1268	139	2547	1136	0	229		215	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.36	0.36	0.36	0.00	1.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	75.7	3.9	2.4	84.6	16.3	6.0	0.0	77.2	0.0	80.3	0.0	0.0
Incr Delay (d2), s/veh	18.8	0.5	0.0	30.9	2.0	0.1	0.0	0.1	0.0	7.3	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.9	4.4	0.0	0.1	27.6	1.1	0.0	0.0	0.0	2.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	94.5	4.4	2.4	115.6	18.2	6.0	0.0	77.3	0.0	87.6	0.0	0.0
LnGrp LOS	F	A	A	F	B	A		E		F		
Approach Vol, veh/h		1470			2393			1			52	
Approach Delay, s/veh		13.2			17.7			77.3			87.6	
Approach LOS		B			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	21.4	134.3		14.3	6.7	149.0		14.3				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	27.0	102.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	16.0	87.1		2.1	2.2	19.9		8.5				
Green Ext Time (p_c), s	0.4	15.4		0.0	0.0	55.0		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			16.9									
HCM 7th LOS			B									

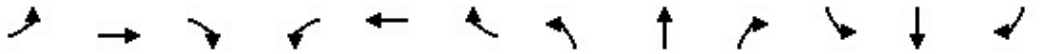
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	49	157	80	275	314	187	9	37	21
v/c Ratio	0.13	0.23	0.25	0.58	0.62	0.28	0.02	0.05	0.03
Control Delay (s/veh)	11.8	7.5	22.2	25.7	22.3	11.3	14.0	13.8	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.8	7.5	22.2	25.7	22.3	11.3	14.0	13.8	0.1
Queue Length 50th (ft)	11	18	26	97	102	34	2	9	0
Queue Length 95th (ft)	24	37	51	140	151	62	9	23	0
Internal Link Dist (ft)		479		5284		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	995	1553	678	1022	759	973	663	1035	915
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.10	0.12	0.27	0.41	0.19	0.01	0.04	0.02

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	34	57	53	56	178	15	220	59	72	6	26	15
Future Volume (veh/h)	34	57	53	56	178	15	220	59	72	6	26	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781
Adj Flow Rate, veh/h	49	81	76	80	254	21	314	84	103	9	37	0
Peak Hour Factor	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Percent Heavy Veh, %	8	8	8	8	8	8	8	8	8	8	8	8
Cap, veh/h	348	349	327	438	372	31	576	237	291	441	581	
Arrive On Green	0.05	0.41	0.41	0.23	0.23	0.23	0.33	0.33	0.33	0.33	0.33	0.00
Sat Flow, veh/h	1697	845	793	1171	1623	134	1306	728	893	1140	1781	1510
Grp Volume(v), veh/h	49	0	157	80	0	275	314	0	187	9	37	0
Grp Sat Flow(s),veh/h/ln	1697	0	1639	1171	0	1757	1306	0	1621	1140	1781	1510
Q Serve(g_s), s	0.8	0.0	2.6	2.4	0.0	6.1	9.3	0.0	3.7	0.3	0.6	0.0
Cycle Q Clear(g_c), s	0.8	0.0	2.6	2.4	0.0	6.1	9.9	0.0	3.7	4.0	0.6	0.0
Prop In Lane	1.00		0.48	1.00		0.08	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	348	0	676	438	0	403	576	0	528	441	581	
V/C Ratio(X)	0.14	0.00	0.23	0.18	0.00	0.68	0.54	0.00	0.35	0.02	0.06	
Avail Cap(c_a), veh/h	1434	0	1133	979	0	1215	1057	0	1125	860	1236	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	10.7	0.0	8.1	13.5	0.0	15.0	13.3	0.0	10.9	12.4	9.9	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.2	0.2	0.0	2.0	0.8	0.0	0.4	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.6	0.5	0.0	2.0	2.2	0.0	1.1	0.1	0.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.9	0.0	8.3	13.7	0.0	17.0	14.1	0.0	11.3	12.5	9.9	0.0
LnGrp LOS	B		A	B		B	B		B	B	A	
Approach Vol, veh/h		206			355			501			46	
Approach Delay, s/veh		8.9			16.3			13.0			10.4	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.8	15.4		19.4		23.2		19.4				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.8	8.1		11.9		4.6		6.0				
Green Ext Time (p_c), s	0.1	1.7		2.0		0.8		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			13.2									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	48	2565	29	20	1531	115	17	53	154	78	48
v/c Ratio	0.27	1.02	0.03	0.19	0.63	0.10	0.09	0.20	0.80	0.29	0.16
Control Delay (s/veh)	66.4	38.1	0.4	10.2	17.1	2.2	62.4	34.0	98.5	66.9	4.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	66.4	38.1	0.4	10.2	17.1	2.2	62.4	34.0	98.5	66.9	4.5
Queue Length 50th (ft)	27	~1707	0	5	523	2	17	24	170	79	0
Queue Length 95th (ft)	m29	#1833	m0	13	626	27	43	69	#272	137	14
Internal Link Dist (ft)		5013			864			491		1352	
Turn Bay Length (ft)	600		600	460		350	180		250		185
Base Capacity (vph)	424	2521	1149	213	2424	1118	210	298	215	298	317
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	1.02	0.03	0.09	0.63	0.10	0.08	0.18	0.72	0.26	0.15

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

HCM 7th Signalized Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	2411	27	19	1439	108	16	23	27	145	73	45
Future Volume (veh/h)	45	2411	27	19	1439	108	16	23	27	145	73	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	48	2565	29	20	1531	115	17	24	0	154	78	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	90	2517	1123	74	2500	1115	172	254		215	254	
Arrive On Green	0.03	0.71	0.71	0.02	0.71	0.71	0.14	0.14	0.00	0.14	0.14	0.00
Sat Flow, veh/h	3428	3526	1572	1767	3526	1572	1311	1856	0	1376	1856	1572
Grp Volume(v), veh/h	48	2565	29	20	1531	115	17	24	0	154	78	0
Grp Sat Flow(s),veh/h/ln	1714	1763	1572	1767	1763	1572	1311	1856	0	1376	1856	1572
Q Serve(g_s), s	2.4	121.4	0.9	0.5	38.0	3.9	2.0	1.9	0.0	18.7	6.4	0.0
Cycle Q Clear(g_c), s	2.4	121.4	0.9	0.5	38.0	3.9	8.5	1.9	0.0	20.7	6.4	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	90	2517	1123	74	2500	1115	172	254		215	254	
V/C Ratio(X)	0.53	1.02	0.03	0.27	0.61	0.10	0.10	0.09		0.72	0.31	
Avail Cap(c_a), veh/h	428	2517	1123	215	2500	1115	205	300		249	300	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.27	0.27	0.27	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	81.7	24.3	7.1	49.1	12.7	7.8	69.9	64.1	0.0	73.2	66.1	0.0
Incr Delay (d2), s/veh	1.9	14.7	0.0	1.9	1.1	0.2	0.5	0.3	0.0	11.4	1.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	47.0	0.3	0.6	13.6	1.3	0.7	0.9	0.0	7.2	3.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	83.6	39.0	7.1	51.1	13.9	8.0	70.4	64.5	0.0	84.5	67.5	0.0
LnGrp LOS	F	F	A	D	B	A	E	E		F	E	
Approach Vol, veh/h		2642			1666			41			232	
Approach Delay, s/veh		39.5			13.9			66.9			78.8	
Approach LOS		D			B			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.5	128.8		30.8	11.3	127.9		30.8				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	16.6	103.6		27.5	21.2	99.6		27.5				
Max Q Clear Time (g_c+I1), s	2.5	123.4		22.7	4.4	40.0		10.5				
Green Ext Time (p_c), s	0.0	0.0		0.6	0.1	49.2		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		32.4	
HCM 7th LOS		C	

Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	74	2540	7	2	1615	60	10	97	246
v/c Ratio	0.54	0.92	0.01	0.03	0.66	0.05	0.04	0.66	0.16
Control Delay (s/veh)	88.7	21.1	0.0	67.5	16.1	1.9	0.3	93.7	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	88.7	21.1	0.0	67.5	16.1	1.9	0.3	93.7	0.2
Queue Length 50th (ft)	83	958	0	2	395	0	0	108	0
Queue Length 95th (ft)	141	#1747	0	m4	515	m9	0	178	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	224	2764	1249	140	2441	1120	269	175	1553
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.33	0.92	0.01	0.01	0.66	0.05	0.04	0.55	0.16

Intersection Summary

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	70	2388	7	2	1518	56	7	0	3	91	0	231
Future Volume (veh/h)	70	2388	7	2	1518	56	7	0	3	91	0	231
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	74	2540	7	2	1615	60	7	0	0	97	0	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	93	2795	1247	5	2644	1179	180	0		157	0	
Arrive On Green	0.05	0.80	0.80	0.00	0.76	0.76	0.08	0.00	0.00	0.08	0.00	0.00
Sat Flow, veh/h	1753	3497	1560	1753	3497	1560	1694	0	0	1411	0	1560
Grp Volume(v), veh/h	74	2540	7	2	1615	60	7	0	0	97	0	0
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1753	1749	1560	1694	0	0	1411	0	1560
Q Serve(g_s), s	7.1	90.6	0.2	0.2	35.6	1.7	0.0	0.0	0.0	10.9	0.0	0.0
Cycle Q Clear(g_c), s	7.1	90.6	0.2	0.2	35.6	1.7	0.6	0.0	0.0	11.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	93	2795	1247	5	2644	1179	180	0		157	0	
V/C Ratio(X)	0.80	0.91	0.01	0.43	0.61	0.05	0.04	0.00		0.62	0.00	
Avail Cap(c_a), veh/h	227	2795	1247	142	2644	1179	245	0		222	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.76	0.76	0.76	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	79.6	12.5	3.4	84.6	9.4	5.3	72.1	0.0	0.0	77.0	0.0	0.0
Incr Delay (d2), s/veh	19.5	5.6	0.0	56.2	0.8	0.1	0.2	0.0	0.0	8.2	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.6	27.7	0.0	0.2	11.6	0.5	0.3	0.0	0.0	4.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	99.2	18.2	3.5	140.8	10.2	5.3	72.2	0.0	0.0	85.2	0.0	0.0
LnGrp LOS	F	B	A	F	B	A	E			F		
Approach Vol, veh/h		2621			1677			7			97	
Approach Delay, s/veh		20.4			10.2			72.2			85.2	
Approach LOS		C			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.0	135.9		20.1	6.7	143.3		20.1				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	22.0	107.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	9.1	37.6		2.6	2.2	92.6		13.5				
Green Ext Time (p_c), s	0.2	57.6		0.0	0.0	21.9		0.4				

Intersection Summary			
HCM 7th Control Delay, s/veh		18.0	
HCM 7th LOS		B	

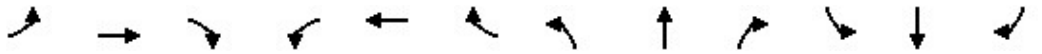
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	9	331	172	392	70	123	21	230	93
v/c Ratio	0.02	0.43	0.43	0.55	0.22	0.23	0.06	0.44	0.18
Control Delay (s/veh)	6.8	9.7	14.8	14.4	16.4	10.0	15.1	17.5	5.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.8	9.7	14.8	14.4	16.4	10.0	15.1	17.5	5.6
Queue Length 50th (ft)	1	45	25	59	11	9	3	39	0
Queue Length 95th (ft)	5	75	72	140	41	38	17	104	15
Internal Link Dist (ft)		479		5273		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	1329	1750	773	1374	851	1281	938	1383	1198
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.19	0.22	0.29	0.08	0.10	0.02	0.17	0.08

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	185	37	115	258	5	47	36	46	14	154	62
Future Volume (veh/h)	6	185	37	115	258	5	47	36	46	14	154	62
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	9	276	55	172	385	7	70	54	69	21	230	0
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	333	703	140	511	565	10	335	175	224	411	440	
Arrive On Green	0.01	0.47	0.47	0.31	0.31	0.31	0.24	0.24	0.24	0.24	0.24	0.00
Sat Flow, veh/h	1753	1490	297	1032	1802	33	1132	734	938	1248	1841	1560
Grp Volume(v), veh/h	9	0	331	172	0	392	70	0	123	21	230	0
Grp Sat Flow(s),veh/h/ln	1753	0	1787	1032	0	1835	1132	0	1672	1248	1841	1560
Q Serve(g_s), s	0.1	0.0	4.6	5.3	0.0	7.1	2.2	0.0	2.3	0.5	4.2	0.0
Cycle Q Clear(g_c), s	0.1	0.0	4.6	5.3	0.0	7.1	6.4	0.0	2.3	2.9	4.2	0.0
Prop In Lane	1.00		0.17	1.00		0.02	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	333	0	843	511	0	575	335	0	399	411	440	
V/C Ratio(X)	0.03	0.00	0.39	0.34	0.00	0.68	0.21	0.00	0.31	0.05	0.52	
Avail Cap(c_a), veh/h	1656	0	1371	980	0	1407	936	0	1287	1073	1417	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	8.6	0.0	6.6	10.8	0.0	11.5	15.5	0.0	12.0	13.2	12.7	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.3	0.4	0.0	1.4	0.3	0.0	0.4	0.1	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.9	0.8	0.0	2.1	0.5	0.0	0.7	0.1	1.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.6	0.0	6.9	11.2	0.0	12.9	15.8	0.0	12.4	13.2	13.7	0.0
LnGrp LOS	A		A	B		B	B		B	B	B	
Approach Vol, veh/h		340			564			193			251	
Approach Delay, s/veh		6.9			12.4			13.6			13.6	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	6.1	17.6		14.7		23.7		14.7				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.1	9.1		8.4		6.6		6.2				
Green Ext Time (p_c), s	0.0	2.9		0.9		1.8		1.3				

Intersection Summary												
HCM 7th Control Delay, s/veh			11.4									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	51	1267	29	28	2286	261	34	89	69	21	32
v/c Ratio	0.29	0.48	0.02	0.09	0.91	0.22	0.27	0.52	0.60	0.12	0.13
Control Delay (s/veh)	77.4	8.2	0.0	4.3	25.9	3.2	75.2	74.0	94.4	70.0	1.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	77.4	8.2	0.0	4.3	25.9	3.2	75.2	74.0	94.4	70.0	1.0
Queue Length 50th (ft)	30	284	0	5	1102	26	37	88	78	23	0
Queue Length 95th (ft)	56	321	m0	14	#1544	64	77	151	138	54	0
Internal Link Dist (ft)		5013			864			491		2991	
Turn Bay Length (ft)	600		600	460		350	180		250		185
Base Capacity (vph)	450	2619	1189	379	2522	1175	160	215	146	216	288
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.48	0.02	0.07	0.91	0.22	0.21	0.41	0.47	0.10	0.11

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	48	1191	27	26	2149	245	32	57	26	65	20	30
Future Volume (veh/h)	48	1191	27	26	2149	245	32	57	26	65	20	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811	1811
Adj Flow Rate, veh/h	51	1267	29	28	2286	261	34	61	0	69	21	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	6	6	6	6	6	6	6	6	6	6	6	6
Cap, veh/h	90	2583	1152	329	2577	1150	158	175		127	175	
Arrive On Green	0.03	0.75	0.75	0.02	0.75	0.75	0.10	0.10	0.00	0.10	0.10	0.00
Sat Flow, veh/h	3346	3441	1535	1725	3441	1535	1347	1811	0	1299	1811	1535
Grp Volume(v), veh/h	51	1267	29	28	2286	261	34	61	0	69	21	0
Grp Sat Flow(s),veh/h/ln	1673	1721	1535	1725	1721	1535	1347	1811	0	1299	1811	1535
Q Serve(g_s), s	2.6	24.7	0.8	0.6	84.4	8.7	4.0	5.4	0.0	8.9	1.8	0.0
Cycle Q Clear(g_c), s	2.6	24.7	0.8	0.6	84.4	8.7	5.8	5.4	0.0	14.3	1.8	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	90	2583	1152	329	2577	1150	158	175		127	175	
V/C Ratio(X)	0.57	0.49	0.03	0.09	0.89	0.23	0.21	0.35		0.54	0.12	
Avail Cap(c_a), veh/h	457	2583	1152	420	2577	1150	190	218		158	218	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.89	0.89	0.89	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	81.8	8.4	5.4	6.4	16.0	6.5	72.9	71.8	0.0	78.5	70.2	0.0
Incr Delay (d2), s/veh	7.0	0.6	0.0	0.1	5.0	0.5	1.4	2.5	0.0	7.5	0.6	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	8.0	0.2	0.2	28.5	2.6	1.5	2.6	0.0	3.2	0.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	88.8	9.0	5.4	6.5	20.9	6.9	74.3	74.3	0.0	86.0	70.8	0.0
LnGrp LOS	F	A	A	A	C	A	E	E		F	E	
Approach Vol, veh/h		1347			2575			95			90	
Approach Delay, s/veh		11.9			19.4			74.3			82.5	
Approach LOS		B			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	11.1	135.0		23.9	11.4	134.7		23.9				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	12.6	114.6		20.5	23.2	104.6		20.5				
Max Q Clear Time (g_c+I1), s	2.6	26.7		16.3	4.6	86.4		7.8				
Green Ext Time (p_c), s	0.0	50.4		0.2	0.1	18.1		0.5				

Intersection Summary			
HCM 7th Control Delay, s/veh		19.6	
HCM 7th LOS		B	

Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	202	1320	7	2	2265	126	2	52	180
v/c Ratio	0.79	0.46	0.01	0.03	1.00	0.12	0.01	0.48	0.12
Control Delay (s/veh)	91.2	5.5	0.0	71.0	39.5	8.6	56.5	87.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	91.2	5.5	0.0	71.0	39.5	8.6	56.5	87.8	0.2
Queue Length 50th (ft)	231	180	0	2	~1482	29	1	60	0
Queue Length 95th (ft)	330	390	0	m2	#1714	m49	12	110	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	278	2862	1289	136	2276	1048	212	171	1509
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.73	0.46	0.01	0.01	1.00	0.12	0.01	0.30	0.12

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	186	1214	6	2	2084	116	0	1	1	48	0	166
Future Volume (veh/h)	186	1214	6	2	2084	116	0	1	1	48	0	166
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	202	1320	7	2	2265	126	0	1	0	52	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	7	7	7	7	7	7	7	7	7	7	7	7
Cap, veh/h	223	2843	1268	5	2431	1084	0	85		106	0	
Arrive On Green	0.13	0.83	0.83	0.00	0.71	0.71	0.00	0.05	0.00	0.05	0.00	0.00
Sat Flow, veh/h	1711	3413	1522	1711	3413	1522	0	1796	0	1345	0	1522
Grp Volume(v), veh/h	202	1320	7	2	2265	126	0	1	0	52	0	0
Grp Sat Flow(s),veh/h/ln	1711	1706	1522	1711	1706	1522	0	1796	0	1345	0	1522
Q Serve(g_s), s	19.8	17.9	0.1	0.2	96.5	4.4	0.0	0.1	0.0	6.4	0.0	0.0
Cycle Q Clear(g_c), s	19.8	17.9	0.1	0.2	96.5	4.4	0.0	0.1	0.0	6.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	0.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	223	2843	1268	5	2431	1084	0	85		106	0	
V/C Ratio(X)	0.91	0.46	0.01	0.44	0.93	0.12	0.00	0.01		0.49	0.00	
Avail Cap(c_a), veh/h	272	2843	1268	139	2431	1084	0	229		215	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.34	0.34	0.34	0.00	1.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	72.9	3.9	2.4	84.6	20.9	7.7	0.0	77.2	0.0	80.3	0.0	0.0
Incr Delay (d2), s/veh	29.6	0.5	0.0	29.4	3.1	0.1	0.0	0.1	0.0	7.3	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.3	4.4	0.0	0.1	33.3	1.3	0.0	0.0	0.0	2.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	102.5	4.4	2.4	114.0	24.0	7.7	0.0	77.3	0.0	87.6	0.0	0.0
LnGrp LOS	F	A	A	F	C	A		E		F		
Approach Vol, veh/h		1529			2393			1			52	
Approach Delay, s/veh		17.4			23.2			77.3			87.6	
Approach LOS		B			C			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	27.2	128.5		14.3	6.7	149.0		14.3				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	27.0	102.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	21.8	98.5		2.1	2.2	19.9		8.5				
Green Ext Time (p_c), s	0.4	4.1		0.0	0.0	55.0		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		21.8	
HCM 7th LOS		C	

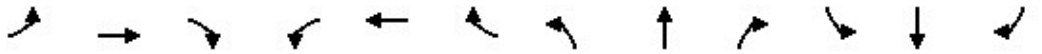
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	49	169	117	284	314	264	9	37	21
v/c Ratio	0.13	0.25	0.37	0.59	0.62	0.39	0.02	0.05	0.03
Control Delay (s/veh)	11.8	8.1	24.1	25.8	22.7	11.2	14.5	14.2	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.8	8.1	24.1	25.8	22.7	11.2	14.5	14.2	0.1
Queue Length 50th (ft)	11	23	40	104	103	45	2	9	0
Queue Length 95th (ft)	24	42	70	143	156	77	10	24	0
Internal Link Dist (ft)		479		2071		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	985	1554	662	1009	749	961	591	1022	904
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.11	0.18	0.28	0.42	0.27	0.02	0.04	0.02

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	34	65	53	82	184	15	220	59	126	6	26	15
Future Volume (veh/h)	34	65	53	82	184	15	220	59	126	6	26	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781	1781
Adj Flow Rate, veh/h	49	93	76	117	263	21	314	84	180	9	37	0
Peak Hour Factor	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Percent Heavy Veh, %	8	8	8	8	8	8	8	8	8	8	8	8
Cap, veh/h	343	376	307	437	383	31	580	168	360	376	593	
Arrive On Green	0.05	0.41	0.41	0.24	0.24	0.24	0.33	0.33	0.33	0.33	0.33	0.00
Sat Flow, veh/h	1697	907	741	1158	1628	130	1306	505	1082	1062	1781	1510
Grp Volume(v), veh/h	49	0	169	117	0	284	314	0	264	9	37	0
Grp Sat Flow(s),veh/h/ln	1697	0	1648	1158	0	1758	1306	0	1587	1062	1781	1510
Q Serve(g_s), s	0.9	0.0	2.9	3.8	0.0	6.5	9.5	0.0	5.8	0.3	0.6	0.0
Cycle Q Clear(g_c), s	0.9	0.0	2.9	3.8	0.0	6.5	10.1	0.0	5.8	6.1	0.6	0.0
Prop In Lane	1.00		0.45	1.00		0.07	1.00		0.68	1.00		1.00
Lane Grp Cap(c), veh/h	343	0	683	437	0	414	580	0	528	376	593	
V/C Ratio(X)	0.14	0.00	0.25	0.27	0.00	0.69	0.54	0.00	0.50	0.02	0.06	
Avail Cap(c_a), veh/h	1393	0	1104	940	0	1178	1023	0	1067	737	1198	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	10.9	0.0	8.4	14.3	0.0	15.3	13.4	0.0	11.7	14.2	10.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.2	0.3	0.0	2.0	0.8	0.0	0.7	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.7	0.8	0.0	2.2	2.3	0.0	1.7	0.1	0.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	11.1	0.0	8.6	14.6	0.0	17.3	14.2	0.0	12.5	14.2	10.0	0.0
LnGrp LOS	B		A	B		B	B		B	B	B	
Approach Vol, veh/h		218			401			578			46	
Approach Delay, s/veh		9.1			16.5			13.4			10.8	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.8	15.9		20.1		23.8		20.1				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.9	8.5		12.1		4.9		8.1				
Green Ext Time (p_c), s	0.1	1.9		2.5		0.8		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			13.6									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	195	2	5	288	1	1
Future Vol, veh/h	195	2	5	288	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	250	3	6	369	1	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	253	0	633	251
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	382	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1257	-	428	764
Stage 1	-	-	-	-	768	-
Stage 2	-	-	-	-	669	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1257	-	425	764
Mov Cap-2 Maneuver	-	-	-	-	425	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	669	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.13	11.62
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	546	-	-	31	-
HCM Lane V/C Ratio	0.005	-	-	0.005	-
HCM Ctrl Dly (s/v)	11.6	-	-	7.9	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	178	18	25	284	9	4
Future Vol, veh/h	178	18	25	284	9	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	228	23	32	364	12	5

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	251	0	668	240
Stage 1	-	-	-	-	240	-
Stage 2	-	-	-	-	428	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1258	-	408	775
Stage 1	-	-	-	-	777	-
Stage 2	-	-	-	-	636	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1258	-	395	775
Mov Cap-2 Maneuver	-	-	-	-	395	-
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	636	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.64	13.02
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	465	-	-	146	-
HCM Lane V/C Ratio	0.036	-	-	0.025	-
HCM Ctrl Dly (s/v)	13	-	-	7.9	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	165	17	25	299	9	4
Future Vol, veh/h	165	17	25	299	9	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	212	22	32	383	12	5

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	233	0	670	222
Stage 1	-	-	-	-	222	-
Stage 2	-	-	-	-	447	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1277	-	407	793
Stage 1	-	-	-	-	791	-
Stage 2	-	-	-	-	623	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1277	-	394	793
Mov Cap-2 Maneuver	-	-	-	-	394	-
Stage 1	-	-	-	-	766	-
Stage 2	-	-	-	-	623	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.61	13.01
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	466	-	-	139	-
HCM Lane V/C Ratio	0.036	-	-	0.025	-
HCM Ctrl Dly (s/v)	13	-	-	7.9	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	153	15	26	316	8	4
Future Vol, veh/h	153	15	26	316	8	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	196	19	33	405	10	5

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	215	0	678	206
Stage 1	-	-	-	-	206	-
Stage 2	-	-	-	-	472	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1297	-	403	810
Stage 1	-	-	-	-	805	-
Stage 2	-	-	-	-	607	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1297	-	390	810
Mov Cap-2 Maneuver	-	-	-	-	390	-
Stage 1	-	-	-	-	779	-
Stage 2	-	-	-	-	607	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.6	12.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	471	-	-	137	-
HCM Lane V/C Ratio	0.033	-	-	0.026	-
HCM Ctrl Dly (s/v)	12.9	-	-	7.8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	151	6	5	339	3	1
Future Vol, veh/h	151	6	5	339	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	194	8	6	435	4	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	201	0	645	197
Stage 1	-	-	-	-	197	-
Stage 2	-	-	-	-	447	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1313	-	421	819
Stage 1	-	-	-	-	812	-
Stage 2	-	-	-	-	623	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1313	-	419	819
Mov Cap-2 Maneuver	-	-	-	-	419	-
Stage 1	-	-	-	-	807	-
Stage 2	-	-	-	-	623	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.11	12.63
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	477	-	-	26	-
HCM Lane V/C Ratio	0.011	-	-	0.005	-
HCM Ctrl Dly (s/v)	12.6	-	-	7.8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	149	3	8	342	2	1
Future Vol, veh/h	149	3	8	342	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	191	4	10	438	3	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	195	0	652	193
Stage 1	-	-	-	-	193	-
Stage 2	-	-	-	-	459	-
Critical Hdwy	-	-	4.22	-	6.52	6.32
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	5.52	-
Follow-up Hdwy	-	-	2.308	-	3.608	3.408
Pot Cap-1 Maneuver	-	-	1320	-	417	824
Stage 1	-	-	-	-	816	-
Stage 2	-	-	-	-	616	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1320	-	413	824
Mov Cap-2 Maneuver	-	-	-	-	413	-
Stage 1	-	-	-	-	808	-
Stage 2	-	-	-	-	616	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.18	12.32
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	495	-	-	41	-
HCM Lane V/C Ratio	0.008	-	-	0.008	-
HCM Ctrl Dly (s/v)	12.3	-	-	7.7	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Queues

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	48	2565	29	20	1531	134	17	55	249	81	48
v/c Ratio	0.27	1.04	0.03	0.19	0.65	0.12	0.08	0.18	1.16	0.27	0.15
Control Delay (s/veh)	66.4	47.2	0.4	10.2	18.3	2.1	61.9	35.4	169.9	65.3	4.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	66.4	47.2	0.4	10.2	18.3	2.1	61.9	35.4	169.9	65.3	4.3
Queue Length 50th (ft)	27	~1715	0	5	528	2	17	27	~334	82	0
Queue Length 95th (ft)	m29	#1833	m0	13	626	29	43	73	#528	140	14
Internal Link Dist (ft)		5013			864			491		1352	
Turn Bay Length (ft)	600		600	460		350	180		250		185
Base Capacity (vph)	424	2462	1124	213	2365	1099	210	298	215	298	317
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	1.04	0.03	0.09	0.65	0.12	0.08	0.18	1.16	0.27	0.15

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	2411	27	19	1439	126	16	24	27	234	76	45
Future Volume (veh/h)	45	2411	27	19	1439	126	16	24	27	234	76	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	48	2565	29	20	1531	134	17	26	0	249	81	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	90	2429	1084	74	2412	1076	204	300		248	300	
Arrive On Green	0.03	0.69	0.69	0.02	0.68	0.68	0.16	0.16	0.00	0.16	0.16	0.00
Sat Flow, veh/h	3428	3526	1572	1767	3526	1572	1307	1856	0	1374	1856	1572
Grp Volume(v), veh/h	48	2565	29	20	1531	134	17	26	0	249	81	0
Grp Sat Flow(s),veh/h/ln	1714	1763	1572	1767	1763	1572	1307	1856	0	1374	1856	1572
Q Serve(g_s), s	2.4	117.1	1.0	0.6	41.2	5.0	2.0	2.0	0.0	25.5	6.5	0.0
Cycle Q Clear(g_c), s	2.4	117.1	1.0	0.6	41.2	5.0	8.5	2.0	0.0	27.5	6.5	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	90	2429	1084	74	2412	1076	204	300		248	300	
V/C Ratio(X)	0.53	1.06	0.03	0.27	0.63	0.12	0.08	0.09		1.00	0.27	
Avail Cap(c_a), veh/h	428	2429	1084	215	2412	1076	204	300		248	300	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.27	0.27	0.27	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	81.7	26.4	8.4	47.4	15.0	9.3	66.2	60.6	0.0	74.4	62.5	0.0
Incr Delay (d2), s/veh	1.9	28.5	0.0	1.9	1.3	0.2	0.4	0.3	0.0	57.9	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	51.3	0.3	0.6	15.2	1.7	0.7	1.0	0.0	14.8	3.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	83.6	54.9	8.4	49.3	16.3	9.5	66.5	60.8	0.0	132.4	63.5	0.0
LnGrp LOS	F	F	A	D	B	A	E	E		F	E	
Approach Vol, veh/h		2642			1685			43			330	
Approach Delay, s/veh		54.9			16.1			63.1			115.5	
Approach LOS		D			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.5	124.5		35.0	11.3	123.7		35.0				
Change Period (Y+Rc), s	7.4	7.4		7.5	6.8	7.4		7.5				
Max Green Setting (Gmax), s	16.6	103.6		27.5	21.2	99.6		27.5				
Max Q Clear Time (g_c+I1), s	2.6	119.1		29.5	4.4	43.2		10.5				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.1	47.2		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		45.3	
HCM 7th LOS		D	

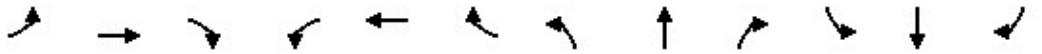
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBT	SBR
Lane Group Flow (vph)	105	2540	7	2	1615	60	10	97	315
v/c Ratio	0.63	0.92	0.01	0.03	0.68	0.05	0.04	0.66	0.20
Control Delay (s/veh)	89.5	21.1	0.0	67.5	17.4	2.0	0.3	93.7	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	89.5	21.1	0.0	67.5	17.4	2.0	0.3	93.7	0.3
Queue Length 50th (ft)	118	958	0	2	397	0	0	108	0
Queue Length 95th (ft)	186	#1747	0	m4	517	m8	0	178	0
Internal Link Dist (ft)		684			5013		634	1097	
Turn Bay Length (ft)	450		265	480		290			350
Base Capacity (vph)	224	2764	1249	140	2381	1094	269	175	1553
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.47	0.92	0.01	0.01	0.68	0.05	0.04	0.55	0.20

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	99	2388	7	2	1518	56	7	0	3	91	0	296
Future Volume (veh/h)	99	2388	7	2	1518	56	7	0	3	91	0	296
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	105	2540	7	2	1615	60	7	0	0	97	0	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	126	2795	1247	5	2578	1150	180	0		157	0	
Arrive On Green	0.07	0.80	0.80	0.00	0.74	0.74	0.08	0.00	0.00	0.08	0.00	0.00
Sat Flow, veh/h	1753	3497	1560	1753	3497	1560	1694	0	0	1411	0	1560
Grp Volume(v), veh/h	105	2540	7	2	1615	60	7	0	0	97	0	0
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1753	1749	1560	1694	0	0	1411	0	1560
Q Serve(g_s), s	10.1	90.6	0.2	0.2	38.3	1.8	0.0	0.0	0.0	10.9	0.0	0.0
Cycle Q Clear(g_c), s	10.1	90.6	0.2	0.2	38.3	1.8	0.6	0.0	0.0	11.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	126	2795	1247	5	2578	1150	180	0		157	0	
V/C Ratio(X)	0.83	0.91	0.01	0.43	0.63	0.05	0.04	0.00		0.62	0.00	
Avail Cap(c_a), veh/h	227	2795	1247	142	2578	1150	245	0		222	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.74	0.74	0.74	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	77.9	12.5	3.4	84.6	10.9	6.1	72.1	0.0	0.0	77.0	0.0	0.0
Incr Delay (d2), s/veh	17.9	5.6	0.0	54.9	0.9	0.1	0.2	0.0	0.0	8.2	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	27.7	0.0	0.2	12.9	0.5	0.3	0.0	0.0	4.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	95.8	18.2	3.5	139.6	11.8	6.2	72.2	0.0	0.0	85.2	0.0	0.0
LnGrp LOS	F	B	A	F	B	A	E			F		
Approach Vol, veh/h		2652			1677			7			97	
Approach Delay, s/veh		21.2			11.7			72.2			85.2	
Approach LOS		C			B			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	17.2	132.7		20.1	6.7	143.3		20.1				
Change Period (Y+Rc), s	5.0	7.4		6.3	6.2	7.4		6.3				
Max Green Setting (Gmax), s	22.0	107.6		21.7	13.8	114.6		21.7				
Max Q Clear Time (g_c+I1), s	12.1	40.3		2.6	2.2	92.6		13.5				
Green Ext Time (p_c), s	0.2	55.7		0.0	0.0	21.9		0.4				

Intersection Summary												
HCM 7th Control Delay, s/veh			19.1									
HCM 7th LOS			B									

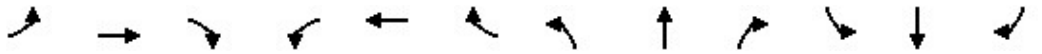
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Queues

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	9	339	269	400	70	166	21	230	93
v/c Ratio	0.02	0.36	0.54	0.45	0.27	0.35	0.07	0.51	0.21
Control Delay (s/veh)	6.3	8.1	16.2	12.0	20.2	10.7	17.6	22.2	6.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.3	8.1	16.2	12.0	20.2	10.7	17.6	22.2	6.3
Queue Length 50th (ft)	1	47	44	61	16	15	4	55	0
Queue Length 95th (ft)	5	77	115	143	42	40	17	106	15
Internal Link Dist (ft)		479		2034		890		558	
Turn Bay Length (ft)	225		100		100		150		200
Base Capacity (vph)	1101	1748	633	1132	667	1061	742	1139	1003
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.19	0.42	0.35	0.10	0.16	0.03	0.20	0.09

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	190	37	180	263	5	47	36	75	14	154	62
Future Volume (veh/h)	6	190	37	180	263	5	47	36	75	14	154	62
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	9	284	55	269	393	7	70	54	112	21	230	0
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	360	747	145	533	639	11	318	128	265	355	441	
Arrive On Green	0.01	0.50	0.50	0.35	0.35	0.35	0.24	0.24	0.24	0.24	0.24	0.00
Sat Flow, veh/h	1753	1498	290	1025	1803	32	1132	534	1107	1200	1841	1560
Grp Volume(v), veh/h	9	0	339	269	0	400	70	0	166	21	230	0
Grp Sat Flow(s),veh/h/ln	1753	0	1788	1025	0	1835	1132	0	1641	1200	1841	1560
Q Serve(g_s), s	0.1	0.0	5.0	9.7	0.0	7.6	2.4	0.0	3.6	0.6	4.6	0.0
Cycle Q Clear(g_c), s	0.1	0.0	5.0	9.7	0.0	7.6	7.0	0.0	3.6	4.3	4.6	0.0
Prop In Lane	1.00		0.16	1.00		0.02	1.00		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	360	0	892	533	0	651	318	0	393	355	441	
V/C Ratio(X)	0.02	0.00	0.38	0.50	0.00	0.61	0.22	0.00	0.42	0.06	0.52	
Avail Cap(c_a), veh/h	1556	0	1241	881	0	1273	835	0	1143	903	1282	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	8.4	0.0	6.6	12.0	0.0	11.3	17.1	0.0	13.6	15.4	14.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.3	0.7	0.0	0.9	0.3	0.0	0.7	0.1	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	1.0	1.6	0.0	2.2	0.6	0.0	1.2	0.2	1.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.5	0.0	6.8	12.7	0.0	12.2	17.4	0.0	14.4	15.5	15.0	0.0
LnGrp LOS	A		A	B		B	B		B	B	B	
Approach Vol, veh/h		348			669			236			251	
Approach Delay, s/veh		6.9			12.4			15.3			15.0	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	6.1	20.6		15.6		26.7		15.6				
Change Period (Y+Rc), s	5.6	5.6		5.5		5.6		5.5				
Max Green Setting (Gmax), s	29.4	29.4		29.5		29.4		29.5				
Max Q Clear Time (g_c+I1), s	2.1	11.7		9.0		7.0		6.6				
Green Ext Time (p_c), s	0.0	3.3		1.1		1.8		1.3				

Intersection Summary												
HCM 7th Control Delay, s/veh			12.0									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	276	2	1	242	3	3
Future Vol, veh/h	276	2	1	242	3	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	363	3	1	318	4	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	366	0	686	364
Stage 1	-	-	-	-	364	-
Stage 2	-	-	-	-	321	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1155	-	403	665
Stage 1	-	-	-	-	687	-
Stage 2	-	-	-	-	720	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1155	-	402	665
Mov Cap-2 Maneuver	-	-	-	-	402	-
Stage 1	-	-	-	-	687	-
Stage 2	-	-	-	-	720	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.03	12.29
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	501	-	-	7	-
HCM Lane V/C Ratio	0.016	-	-	0.001	-
HCM Ctrl Dly (s/v)	12.3	-	-	8.1	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	270	10	4	226	18	24
Future Vol, veh/h	270	10	4	226	18	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	355	13	5	297	24	32

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	368	0	670	362
Stage 1	-	-	-	-	362	-
Stage 2	-	-	-	-	308	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1153	-	412	667
Stage 1	-	-	-	-	689	-
Stage 2	-	-	-	-	730	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1153	-	409	667
Mov Cap-2 Maneuver	-	-	-	-	409	-
Stage 1	-	-	-	-	686	-
Stage 2	-	-	-	-	730	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.14	12.65
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	526	-	-	31	-
HCM Lane V/C Ratio	0.105	-	-	0.005	-
HCM Ctrl Dly (s/v)	12.7	-	-	8.1	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	286	9	5	210	19	24
Future Vol, veh/h	286	9	5	210	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	376	12	7	276	25	32

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	388	0	672	382
Stage 1	-	-	-	-	382	-
Stage 2	-	-	-	-	289	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1133	-	411	650
Stage 1	-	-	-	-	675	-
Stage 2	-	-	-	-	744	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1133	-	408	650
Mov Cap-2 Maneuver	-	-	-	-	408	-
Stage 1	-	-	-	-	670	-
Stage 2	-	-	-	-	744	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.19	12.85
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	515	-	-	42	-
HCM Lane V/C Ratio	0.11	-	-	0.006	-
HCM Ctrl Dly (s/v)	12.9	-	-	8.2	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	301	9	6	194	21	26
Future Vol, veh/h	301	9	6	194	21	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	396	12	8	255	28	34

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	408	0	673	402
Stage 1	-	-	-	-	402	-
Stage 2	-	-	-	-	271	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1114	-	410	633
Stage 1	-	-	-	-	661	-
Stage 2	-	-	-	-	759	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1114	-	406	633
Mov Cap-2 Maneuver	-	-	-	-	406	-
Stage 1	-	-	-	-	655	-
Stage 2	-	-	-	-	759	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.25	13.09
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	507	-	-	54	-
HCM Lane V/C Ratio	0.122	-	-	0.007	-
HCM Ctrl Dly (s/v)	13.1	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	324	3	1	195	5	6
Future Vol, veh/h	324	3	1	195	5	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	426	4	1	257	7	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	430	0	688	428
Stage 1	-	-	-	-	428	-
Stage 2	-	-	-	-	259	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1093	-	402	612
Stage 1	-	-	-	-	643	-
Stage 2	-	-	-	-	768	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1093	-	401	612
Mov Cap-2 Maneuver	-	-	-	-	401	-
Stage 1	-	-	-	-	642	-
Stage 2	-	-	-	-	768	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.04	12.51
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	494	-	-	9	-
HCM Lane V/C Ratio	0.029	-	-	0.001	-
HCM Ctrl Dly (s/v)	12.5	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	328	2	2	193	3	8
Future Vol, veh/h	328	2	2	193	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	9	9	9	9	9	9
Mvmt Flow	432	3	3	254	4	11

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	434	0	692	433
Stage 1	-	-	-	-	433	-
Stage 2	-	-	-	-	259	-
Critical Hdwy	-	-	4.19	-	6.49	6.29
Critical Hdwy Stg 1	-	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	-	5.49	-
Follow-up Hdwy	-	-	2.281	-	3.581	3.381
Pot Cap-1 Maneuver	-	-	1089	-	399	608
Stage 1	-	-	-	-	639	-
Stage 2	-	-	-	-	768	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1089	-	398	608
Mov Cap-2 Maneuver	-	-	-	-	398	-
Stage 1	-	-	-	-	638	-
Stage 2	-	-	-	-	768	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	0.09	11.96
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	532	-	-	18	-
HCM Lane V/C Ratio	0.027	-	-	0.002	-
HCM Ctrl Dly (s/v)	12	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

CITY OF
GAINESVILLE

WATER RESOURCES

May 14, 2026

DCCM
Beth Garmon
bgarmon@dccm.com

Re: Water Availability
Proposed Industrial Development
2862 and 2894 White Sulphur Road, 3323 Seymour Road
PINs: 15020 000012, 15020A 000012A, 15020A 000010

Dear Beth,

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

The City of Gainesville owns and operates an existing 16-inch DIP water main in the right-of-way of White Sulphur Road along the frontage of 2862.

Currently, the City has adequate domestic water capacity to serve your proposed Industrial development. Which we understand will require an anticipated average daily demand of approximately 350,000 gallons per day.

While sanitary sewer capacity isn't being requested or committed to at this time, the City owns and operates an existing 8-inch clay gravity sanitary sewer at the intersection of Sargent Road and Cagle Road. Connection to sanitary sewer at this location will require further discussion of potentially necessary improvements to the City's sanitary sewer system, including but not limited to, gravity sewers, sewer lift stations, force mains and wastewater reclamation facilities.

Confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

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

CITY OF
GAINESVILLE

WATER RESOURCES

June 5th, 2026

John Gentry
Hall County Government

Re: Sewer Availability, Proposed Industrial Development
2862 and 2894 White Sulphur Road, 3323 Seymour Road
PINs: 15020 000012, 15020A 000012A, 15020A 000010

Dear John,

The purpose of this letter is to confirm the availability of sewer service to the above-referenced properties. Additionally, it is to provide Hall County the permission and ability to serve this site even though it is located within the City of Gainesville's sewer service district. With the existence of Hall County's gravity sewer lines on White Sulphur Road at or near the boundary of our sewer service districts, the City of Gainesville acknowledges that the gravity service from this referenced site is the most ideal method of sewer service. The City of Gainesville has no objection to Hall County serving sewer to this location.

While the project can be serviced through Hall County's sewer system, the waste water flow eventually flows to the City's Flat Creek Water Treatment Plant. Currently, the City has adequate treatment capacity to serve this proposed Industrial development, which has already been given a water availability notice of 350,000 gallons per day.

At the right time, the City will need to have a detailed discussion with the end user regarding industrial water demands (average annual and peak day), the phasing of the demand, the cycles and seasonality of lower demand and peak demand, fire flow demand, the percentage returned to the sewer, and pollutant parameters in the wastewater flow. This discussion is necessary to determine any required infrastructure improvements including, but not limited to the City's gravity sewer lines, force mains, pump stations and improvements at the Flat Creek Plant.

Confirmation of sewer availability is good for one year from the date of this letter at which time, it will become null and void.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Bryan Lackey,
City Manager

cc: Linda MacGregor, Myron Bennett, Nick Swafford

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 18, 2026

Subject: July 23, 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.

* 3369 North Waterworks Rd, Abercrombie: Environmental Health provided the applicant a completed Existing System Evaluation for a 20' x 36' storage shed with no plumbing on March 26, 2026.

* 4383 Benefield Road, Kilby: Environmental Health issued septic permit OSC-10942 on April 7, 2026. The approved site plan includes the proposed accessory structure.

* 6164 Lake Lanier Heights Road, Karegeannes: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that BOC variance approval does not imply approval from other county departments.

* 2862, 2894 White Sulphur Rd & 3323, 3331 Seymour Rd, DANJI: No comment. Public Sewer

* Hall County Forward 2045 Comprehensive Plan, Staff: No comment.

Outlook

RE: July 23, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Wed 6/17/2026 4:11 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Kaitlyn,

Please see the below comments in red.

If you have any questions, please let me know.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, June 12, 2026 2:28 PM
Subject: July 23, 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.

The Tentative Planning Items for the July 23, 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 24, 2026.
Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

1. **3369 North Waterworks Road** | **Variance to Section 4.1** | to reduce the minimum yards | on a 1.62± acre tract located on the east side of North Waterworks Road approximately 243 feet north of its intersection with Shoreland Drive | Zoned V-C; Tax Parcel 08167 004003 | **Proposed Use: Accessory structure** | Commission District 2 | **Donald K. Abercrombie, applicant**

   Off System, no impacts expected to the State Route.

2. **4383 Benefield Road** | **Variance to Section 3.2** | to reduce the minimum yards | on a 2.01± acre tract located on the east side of Benefield Road approximately .24 miles south from its intersection with Benefield Circle | Zoned AR-1; Tax Parcel 15028 000139A | **Proposed Use: Accessory structure** | Commission District 1 | D. **Keith Kilby, applicant**

   Off System, no impacts expected to the State Route.

3. **6164 Lake Lanier Heights Road** | **Variance to Section 4.1** | to reduce minimum yards | on a 0.23± acre tract located on the west side of Lake Lanier Heights Road approximately 287 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax parcel 07353 001029 | **Proposed use: Residential addition** | Commission District 2 | **Cynthia Karegeannes, applicant**

   Off System, no impacts expected to the State Route.

4. **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road** | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1, I-1 (C); Tax Parcels 15020 000012, 15020A000012A, 15020A000010(pt), 15020A000011 | **Proposed Use: Industrial Park** | Commission District 3 | **DANJI, LLC, applicant**

   Off System, no impacts expected to the State Route.

5. **Public Hearing** to amend the Hall County Forward 2045 Comprehensive Plan **| Hall County Planning Staff, applicant**

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

Outlook

White Sulphur Development

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 6/18/2026 2:47 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Matthew Tarver <MTarver@gainesvillega.gov>
Sent: Wednesday, June 17, 2026 9:12 AM
To: Brent Cook (Engineering) <becook@hallcounty.org>
Subject: RE: White Sulphur Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Brent,

Rhonda and I reviewed and we did not identify any additional intersections to Ramsey and White Sulphur for the developer to evaluate. Appreciate you reaching out and giving us the opportunity to review.

Thanks,

Matt Tarver, P.E.

Deputy Director of Engineering & Transportation

GAINESVILLE

+1.770.538.4977

www.gainesville.org

300 Henry Ward Way, Suite 202

Gainesville, Georgia 30501

P.O. Box 2496 Gainesville, Georgia 30503

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: June 24, 2026

Subject: July 23, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the July 23, 2026, meeting. Upon review, we provide the following comments.

1. **3369 North Waterworks Road** | **Variance to Section 4.1** | to reduce the minimum yards | on a 1.62± acre tract located on the east side of North Waterworks Road approximately 243 feet north of its intersection with Shoreland Drive | Zoned V-C; Tax Parcel 08167 004003 | **Proposed Use: Accessory structure** | Commission District 2 | **Donald K. Abercrombie, applicant**

- **Engineering**: No comment.
- **Traffic:** There are no concerns with traffic impacts from this request.
- **Utilities:** No comment. Property is located in Buford sewer district.

2. **4383 Benefield Road** | **Variance to Section 3.2** | to reduce the minimum yards | on a 2.01± acre tract located on the east side of Benefield Road approximately .24 miles south from its intersection with Benefield Circle | Zoned AR-1; Tax Parcel 15028 000139A | **Proposed Use: Accessory structure** | Commission District 1 | D. **Keith Kilby, applicant**

- **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** There are no concerns with traffic impacts from this request.
- **Utilities:** No comment. Property is in Hall County sewer area, but sewer infrastructure is not nearby.

(3. **6164 Lake Lanier Heights Road** | **Variance to Section 4.1** | to reduce minimum yards | on a 0.23± acre tract located on the west side of Lake Lanier Heights Road approximately 287 feet from its intersection with Lake Lanier

Heights Road | Zoned V-C; Tax parcel 07353 001029 | **Proposed use: Residential addition** | Commission District 2 | **Cynthia Karegeannes, applicant**

- **Engineering**: No comment
- **Traffic:** There are no concerns with traffic impacts from this request.
- **Utilities:** No comment. Property is located in Buford sewer district.

4. **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road** | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1, I-1 (C); Tax Parcels 15020 000012, 15020A000012A, 15020A000010(pt), 15020A000011 | **Proposed Use: Industrial Park** | Commission District 3 | **DANJI, LLC, applicant**

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** A trip generation memo was provided. Based on the number of estimated trips, a traffic impact study (TIS) shall be provided to analyze impacts. Please coordinate with Public Works to discuss full scope and study expectations. The developer will be responsible for funding and construction of all improvements identified in the TIS approved by Public Works.
- **Utilities:** This property is located in the Gainesville service district. In order to connect to Hall County sewer, an IGA between Gainesville and Hall County will need to be approved by both parties. Any improvements required for connection to Hall County sewer or to increase sewer capacity will be at the developer's expense.

5. **Public Hearing** to amend the Hall County Forward 2045 Comprehensive Plan **| Hall County Planning Staff, applicant**

- **Engineering**: No comment
- **Traffic:** No comment
- **Utilities:** No comment

HALL COUNTY
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GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: September 2, 2026

Subject: Danji Site Development Traffic Impact Study – White Sulphur Road

---

Public Works has completed our review of the updated Traffic Impact Study for the Danji Site fronting on White Sulphur Road.

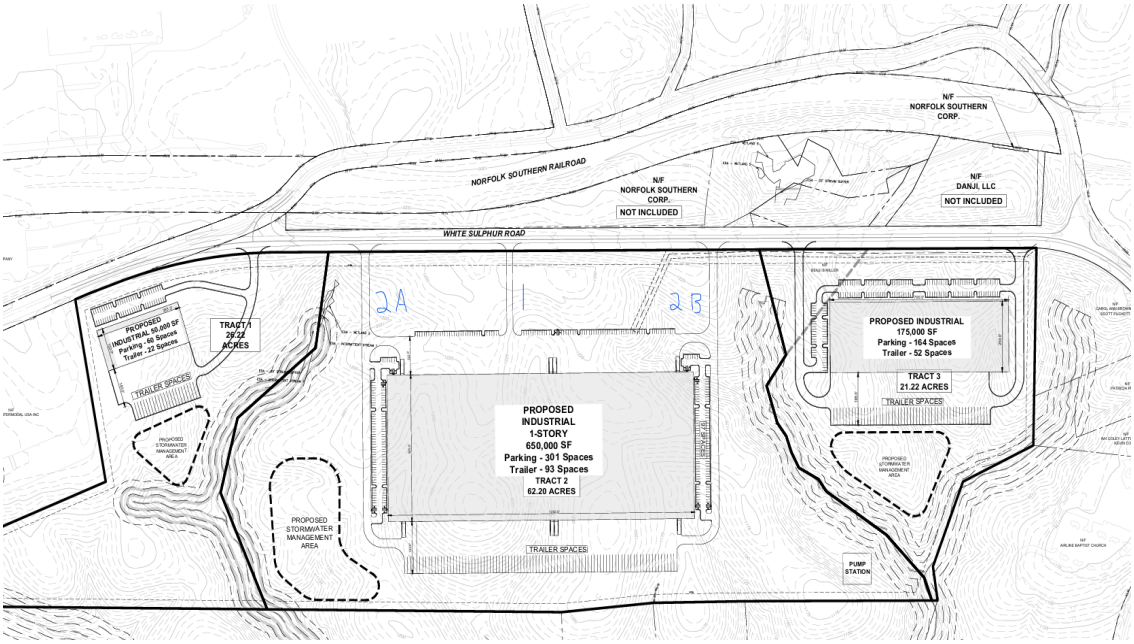
The analysis is consistent with accepted engineering practice. However, Public Works can't support the recommendations for 6 total driveways. We recommend the following:

Tract 1 – one driveway is acceptable and appropriate for this tract. It is noted that the tract does have frontage on Ramsey Road and SR 365 right-of-way. The driveway should be restricted to White Sulphur Road only.

Tract 2 – based on the narrative on page 13, Tract 2 concerning the necessity to separate employee and truck traffic, two total driveways, for a total of 3 driveway cuts, are recommended, operating as follows:

- One driveway for employee parking (labeled 1)
- One entrance only for truck traffic (labeled 2A)
- One exit only for truck traffic (labeled 2B)

Additionally, the site plan shows employee parking in the front and along the sides of the building but accessing the truck entrance driveways only. To support the narrative, all passenger vehicle parking on the side of the building must be accessed from the employee entrance only.



It is also recommended to require the construction of a right-turn lane for driveway 1 and 2A. The appropriate design criteria for a 35 MPH roadway are shown in the GDOT Regulations for Driveway and Encroachment Control Manual, table 4-8 (shown below):

SPEED (MPH)	FULL WIDTH STORAGE, FT.	TAPER, FT.
25	50	50
30	75	50
35	100	50
40	150	50
45	175	100
50	225	100
55	250	100
60	300	100
65	350	100

Table 4-8 Minimum Right Turn Deceleration Lengths

Additionally, the radii for driveways 2A & 2B should be 75' to accommodate truck turning movements.

Tract 3 – the study assumed warehousing. However, since the use is unknown at the date of this submittal, it is recommended to not approve an access plan at this time. The site plan as shown includes a driveway that appears to not provide sufficient spacing from the driveway for the Blue Ridge Connector. Based on the final use and vehicle mix, it has the potential to introduce interlocking left turns which are a safety and congestion concern. Public Works recommends reserving the right to require updated analysis, up to and including a revised traffic impact study, at the time of the application for a land disturbance permit.

Hall County Government
FIRE RESCUE

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

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531.6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 6/3/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 7-23-2026 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 7/23/26 meeting. Upon review, we provide the following comments.

1. **3369 North Waterworks Road** | **Variance to Section 4.1** | to reduce the minimum yards | on a 1.62± acre tract located on the east side of North Waterworks Road approximately 243 feet north of its intersection with Shoreland Drive | Zoned V-C; Tax Parcel 08167 004003 | **Proposed Use: Accessory structure** | Commission District 2 | **Donald K. Abercrombie, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

2. **4383 Benefield Road** | **Variance to Section 3.2** | to reduce the minimum yards | on a 2.01± acre tract located on the east side of Benefield Road approximately .24 miles south from its intersection with Benefield Circle | Zoned AR-1; Tax Parcel 15028 000139A | **Proposed Use: Accessory structure** | Commission District 1 | D. **Keith Kilby, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

3. **6164 Lake Lanier Heights Road** | **Variance to Section 4.1** | to reduce minimum yards | on a 0.23± acre tract located on the west side of Lake Lanier Heights Road approximately 287 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax parcel 07353 001029 | **Proposed use: Residential addition** | Commission District 2 | **Cynthia Karegeannes, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

4. **2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road** | **Rezone** | from Agricultural Residential (AR-1) and Light Industrial (I-1) to Heavy Industrial (I-2) | on a combined 109.64± acre tract located on the southeast

side of White Sulphur Road at its intersection with Cagle Road | Zoned AR-1, I-1 (C); Tax Parcels 15020 000012, 15020A000012A, 15020A000010(pt), 15020A000011 | **Proposed Use: Industrial Park** | Commission District 3 | **DANJI, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

5. **Public Hearing** to amend the Hall County Forward 2045 Comprehensive Plan | **Hall County Planning Staff, applicant**

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

Jennifer Rivera (Administration)

From: Rebekah Ayers [redacted]
Sent: Thursday, July 23, 2026 3:42 PM
To: Jennifer Rivera (Administration); David Gibbs (County Commission); Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission)
Subject: 7/23 Voting Meeting Agenda Item 25 - Rezoning Parcels on White Sulphur Road + Danji, LLC

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Rebekah Ayers and my address is 531 Prior St NE Gainesville GA 30501. I'm emailing you all regarding agenda number 25 on the agenda for tonight's voting meeting.

I appreciate the comments that some of the commissioners have made that are quoted in this AccesNorthGA article: https://accessnorthga.com/news/131-3-million-industrial-park-on-white-sulphur-road-will-likely-be-tabled-until-october . I agree that there needs to be more transparency when it comes to what this industrial park will hold, especially given the size.

In an article published by local radio station 97.5 Glory on June 4 at this link: https://wgtjradio.com/nearly-one-million-sf-warehouse-planned-near-inland-port/ , it was indicated that this site would include data centers. I have not been able to confirm this information from another source, but I keep wondering if Ken Stanford knows something that we don't, especially given the extremely limited information/transparency in the site plan and other documents available to review in the agenda packet. I believe that Djani LLC should be asked directly about this. Especially given that in the documents it shows that this will be built in phases but there is no information provided regarding those phases.

I think Hall County knows where it's residents stand on data centers based on the current moratorium as well as the proposed data center ordinance. I know the current moratorium covering data centers and non-county owned and operated detention centers is still in place through next month, and I want to ask you all for the good of Hall County to extend the moratorium on both types of centers. If the moratorium is allowed to expire, properties such as this will be set up to easily build a data center.

The warehouse that DHS/ICE purchased in Oakwood was a warehouse built with no end user in mind. This is how our county ends up with things we the people do not want - the developers' "build it and they will come" attitude/business plan.

So again, I applaud those of you who want more transparency and more information. Please keep asking for it, not just in this matter - in all matters where you are presented with extremely limited information. I believe tabling this item and requiring more information prior to a vote is absolutely necessary.

Thank you,
Rebekah Ayers

Outlook

Vote No for Heavy Industrial

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 8/12/2026 10:46 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Seth Vining [redacted]
Sent: Wednesday, 12 August 2026 08:26:59
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Vote No for Heavy Industrial

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 Hall County Commissioners,

As you consider the rezoning of the Industrial Park on White Sulphur Road, I asked you to keep all rezonings south of the Inland Port either residential or light industrial. South of the Inland Port you have Airline Baptist Church, Deal Elementary School, Prose Apartments, Walters YMCA, Lanier Tech, Quiet Place in the Woods, and Residential Homes off of Lotheridge Road. You also residents from Surfside Club Estates and the new 300 plus homes off of Buffington Farm Road that use Cagle Road as their main roadway as they travel to Gainesville. Heavy Industrial does not fit with any of these.

We had no control over the Inland Port but you do have control over the rezoning of property near the port. The zoning decisions you make will have a great impact on development now and in the future. The owners of this property have already benefited with a new road. I hope you will ask them to find companies that will be residential or light industrial because it is the best decision for the church, the school, and the residents living in this area.

Thank you for your help and support.

Seth Vining

3587 Lakeview Dr

[redacted]

Jennifer Rivera (Administration)

From: Patricia Hullings (Planning)
Sent: Monday, August 24, 2026 11:13 AM
To: Jennifer Rivera (Administration)
Cc: Anael Dominguez (Administration)
Subject: HCAM emails - 2862, 2894 White Sulfur & 3323, 3331 Seymour Rd - 9/10/26 Comment

Please see the below public comment.

Thank you,

Tricia Hullings
Administrative Coordinator
Planning and Zoning
Hall County Government
(770) 297-2611 | phullings@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_planning@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 **July 13th**, Community Development and Infrastructure departments, including Planning and Zoning, have relocated back to 2875 Browns Bridge Road, the Hall County Government Center, on the 3rd Floor.

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.

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

From: gary ramey [redacted]
Sent: Saturday, August 22, 2026 7:30 PM

To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Vamsee Polamarasetty (Planning) <vpolamarasetty@hallcounty.org>; Brittany Passmore (Planning) <bawalker@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>; Yesenia Jaurigui-Gonzalez <yjauriguigonzalez@hallcounty.org>
Subject: Re-zoning near Deal Elementary

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Have we gone mad?
We've added an Inland Port and with 100's of acres north of that Inland Port, you are considering re-zoning property to heavy industrial. The property you are considering borders homes and is near a new elementary school.
Lunacy.

When do start considering the children and wishes of nearby residents?
If you continue to turn Gainesville into a Newark, NJ you will surely ruin what was once a fine town.

Please do not approve the re-zoning.
Move the industrial areas away from homes and the children.

Thank you,
Gary

Gary Ramey
Mobile - [redacted]

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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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 25, 2026 AND NO LATER THAN JULY 1, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JULY 1, 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** 6/26/2026 (Date) for Danji, LLC (Name application filed as).

Signature Elizabeth Garmon

(The original document is required)

Jun 26, 2026 at 3:04:22 PM
3331 Seymour Rd
Gainesville GA 30501
United States
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DANJI, LLC
REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 23, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jun 26, 2026 at 2:56:36 PM
White Sulphur Rd
Gainesville GA 30501
United States
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DANJI, LLC
REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 23, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jun 26, 2026 at 2:46:04 PM
2894 White Sulphur Rd
Gainesville GA 30501
United States

Jun 26, 2026 at 3:10:26 PM
White Sulphur Rd
Gainesville GA 30501
United States
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DANJI, LLC
REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JULY 23, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Outlook

Public Notice Sign Change - 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 7/29/2026 8:02 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

4 attachments (9 MB)

processed-62DAD634-77E6-4F50-92A3-119A16EECAF5.jpeg; processed-CD003D6E-406D-4400-B1DC-3890C4129CE1.jpeg; processed-0CB7D775-8FCF-4470-8978-559FBAFC1F09.jpeg; processed-D21A2579-2839-46D2-98EF-93F5FF679C06.jpeg;

From: Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Sent: Monday, July 27, 2026 4:10 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>
Subject: Re: Public Notice Sign Change - 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road

Thank you,

Hall County Community Development
and Infrastructure
www.hallcounty.org / Form Center • Online Complaint Form

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Monday, July 27, 2026 2:01 PM
To: Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Public Notice Sign Change - 2862, 2894 White Sulphur Road & 3323, 3331 Seymour Road

Afternoon!

Can someone go out and change the Board of Commissioners' meeting date to September 10, 2026, on these 4 signs and send us pictures? Please let me know if you need any additional information!

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DANJI, LLC
REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: SEP 10 2026
Time: 6:00 P.M.
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: DANJI, LLC

REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: SEPT 10, 2026

Time: 6:00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DANJI, LLC

REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: SEP 10 th 2026

Time: 6:00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DANJI, LLC

REQUEST: REZONE FROM AR-1 & I-1 TO I-2 FOR INDUSTRIAL PARK

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: SEP 1 03, 2026

Time: 6.00 P.M.

HALL COUNTY GOVE[illegible] CENTER, 2875 BROW[illegible] ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 576/2026

SUBJECT: **5391 Lawson Robinson Road | Special Use |** to move a site-built house more than 7 years old into the County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 **| Proposed use: Single-family residence |** Commission District 2 **| Meagan S. Gaillard, applicant**

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: LT

Recommendation:

Staff recommends approval, with conditions, as the proposed use meets the standards of the UDC.

1. The property shall be developed in accordance with the site plan dated July 29,2026, and described in the project narrative dated July 30, 2026, modified as necessary for compliance with development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request:

5391 Lawson Robinson Road | Special Use | to move a site-built house more than 7 years old into the county | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

History:

Facts and Issues:

Options:

Funding Requested $ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
JR			

Attachments:

Staff Report
Application
Narrative with Site Photos
Site Plan
Plat
Maps
Deed
Engineer Report
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Meagan S. Gaillard

Request ..... **Special Use** | to move a site-built house more than 7 years old into the county

Proposed Use ..... Single-family residence

Size ..... 1.80± acres

Zoning ..... Agricultural Residential 1 (AR-1)

Location ..... **5391 Lawson Robinson Road|** Tax Parcel 10030 000028

Commission District ..... Two

Commission Date ..... September 10, 2026

Staff Recommendation ..... **Approval, with conditions,** as the proposed use meets the standards of the UDC.

Record Number(s) HZCU26-0028

Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan dated July 29,2026, and described in the project narrative dated July 30, 2026, modified as necessary for compliance with development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant is requesting approval of a Special Use to move a site-built house more than 7 years old into the county on a 1.80± acre tract zoned Agricultural Residential 1(AR-1).

Per the submitted narrative, the subject property previously contained a 1970s mobile home. Due to a fire in March of 2026, the mobile home has been removed and the applicant is now seeking to relocate a

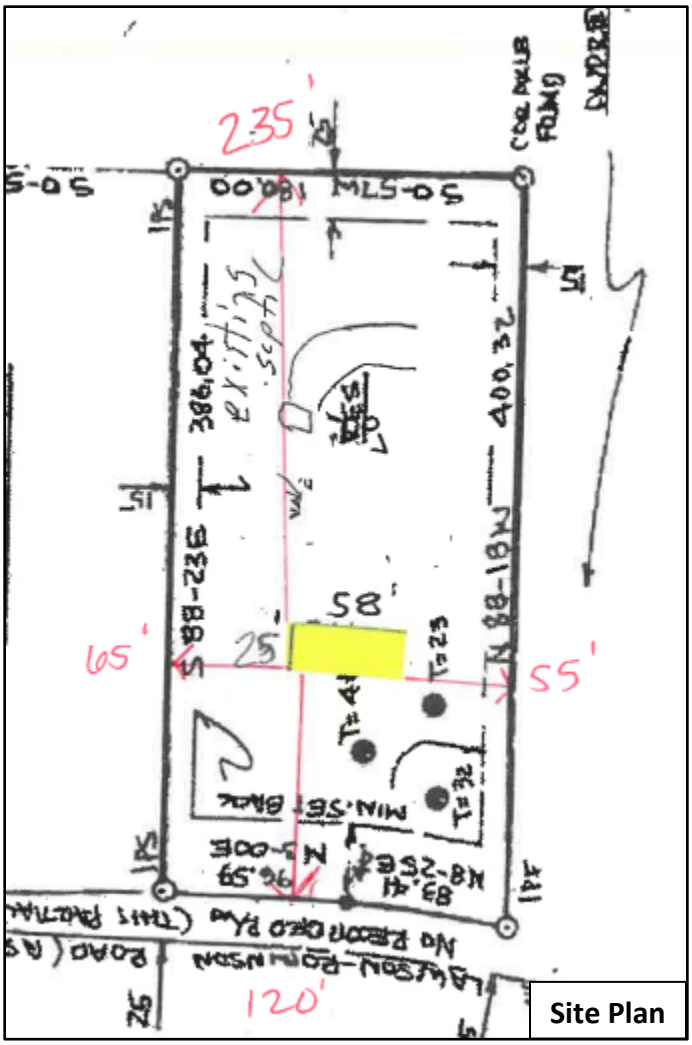
1,450 square-foot, two-bedroom site-built home, constructed in 1995, from Cumming, GA to the property.

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1): single-family residence
East: Agricultural Residential 1 (AR-1): single-family residence
South: Agricultural Residential 1 (AR-1): single-family residence
West: Residential 1 (R-1): single-family residences

Per the submitted site plan, the proposed residence will meet all required setbacks. A demolition permit was obtained for removal of the mobile home in July 2026 (HRNEW26-0671). An Engineer Report was provided from Southern Geotechnical Consultants pertaining to the structure located at 4620 Settingdown Road, Cumming GA 30028 and was approved by the Building Inspections Division for relocation.

Water service is provided by an individual well. Septic for the two-bedroom home has been approved by the Environmental Health Department per their memorandum dated September 10, 2026.



Below is a photograph of the home to be relocated to the subject property.

Elevation

Zoning Analysis

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the use and development of adjacent and nearby properties as the use is permitted within the Agricultural Residential 1 (AR-1) zoning district.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties as they are also developed with single family residences.**

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 bring a home older than 7 years into the county without approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Rural Neighborhood future land use designation and the single-family residential development of the surrounding properties.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

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 removal of the mobile home was completed in July 2026.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property that would support grounds for disapproval.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **This question is not applicable as there are no proposed changes to the zoning classification.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole or the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposal for a site-built home older than 7 years to be brought into Hall County requires approval by the Board of Commissioners**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a Special Use could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be**

required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

UDC Section 11.2.6.F.4

"When the application is for site-built houses, modular homes and mobile homes more than seven years old being moved into Hall County for the purpose of permanent or temporary occupancy, in addition to the items listed above, the Planning Commission must also consider the compatibility of the proposed residential unit with the existing housing in the area surrounding the proposed location of that residence in terms of the type of housing, the style of housing, the age of housing and the condition of housing." **The residence appears to be compatible with other residential homes in the surrounding area.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated August 14, 2026, the Hall County Environmental Health Department stated, "Environmental Health provided the applicant a completed Existing System Evaluation for a new, two bedroom home measuring 20ft x 32ft to replace the existing mobile home on April 30, 2026; however, the proposed home size indicated in this request is 25ft x 58ft. All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system."

Georgia Department of Transportation
In an email dated August 12, 2026, Christopher Hash, P.E., GDOT 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 July 29, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
No comment.

Traffic:
There are no traffic issues with the request to allow the proposed house to be relocated to Hall County.

Utilities:
Property is located in the Gainesville-Hall County sewer district, but sewer infrastructure is not located nearby.

Hall County Fire Marshal
In a memorandum dated July 20, 2026, the Hall County Fire Marshal's Office, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Building Inspections
In a memorandum dated August 14, 2026, the Hall County Building Inspections Division, provided the following comments:

- Permit was pulled (HRNEW26-0671) for "DEMO OF REMAINS OF 1975 M SYSTEMS INC CAMPER SMITH MANUFACTURED HOME WITH 2 BEDROOMS AND 1 BATHROOM NO ASBESTOS REQUIRED AS DEMO IS DUE TO FIRE". The demo inspection was scheduled for 07/13/2026 and passed as remaining structure was gone and BMPs were in place.
- An Engineer Report was provided from Southern Geotechnical Consultants pertaining to the structure located at 4620 Settingdown Road and was approved by Cody Edwards.
- There is currently a submission in Accela (HRNEW26-1165) for the home to be moved on the property as a residential single-family residence.
- Building Inspection has no further comments.

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Meagan S Gaillard
P.O. Box 156
Murrayville, Ga 30564
Phone [redacted]
Email Address [redacted]

Property Owner (Name & Mailing Address)
Meagan S Gaillard
P.O. Box 156
Murrayville. Ga. 30564
Phone [redacted]
Email Address [redacted]

Proposed Use Residential Home

Contact Person (Name & Mailing Address)
Same as above
Phone [redacted]
Email Address [redacted]

Status of Applicant
- [x] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

Requested Action
Type of Request:
☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning: AR-1
Acreage 1.8 acre
Tax Parcel Number 10030 000028
Location Address 5391 Lawson Robinson Rd Gainesville Ga 30506

I hereby certify that the above information and all attached information are true and correct.

Print Meagan S Gaillard Date: 07-28-24
Sign Meagan S Gaillard Date: 7-28-24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Meagan Gaillard **Date:** 11-28-26

Applicant's/Owner's Name (Printed): Meagan S Gaillard

July 30, 2026

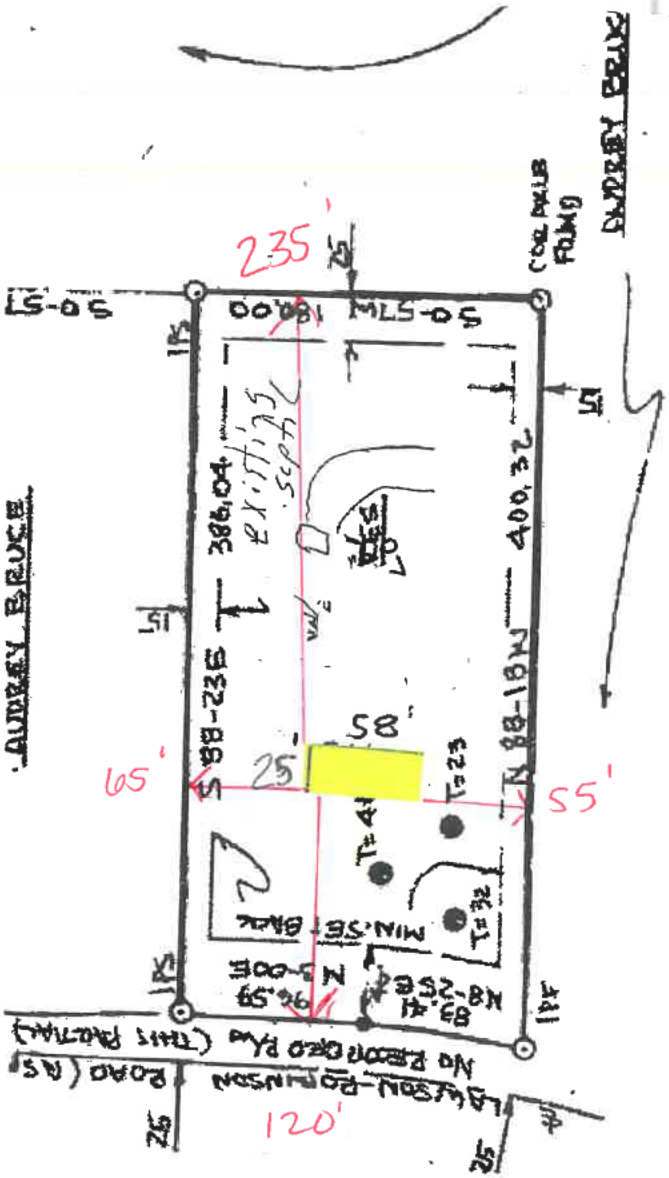
To Whom It May Concern:

I am applying for approval to move a house from 4620 Settingdown Rd Cumming, GA located in Forsyth Couty to my lot located at 5391 Lawson Robinson Rd Gainesville GA 30506 located in Hall County.

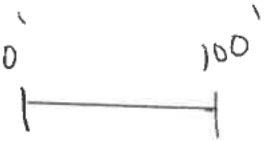
The lot previously had a vintage 1970s mobile home, there was a fire in March of this year and that is the reason I am here today. I want to upgrade the lot with a nice wood structure versus another mobile home. I have attached photos of the home to support my request. This will bring more tax dollars into the County and make the area more appealing, my hope is that the surrounding landowners will do the same to improve the area. The house was built in 1995 and is a 2-bedroom two-bath house with a total of 1450 square feet. I have included pictures of the home to prove this is an upgrade to my lot and the area.

Respectfully,

Meagan Gaillard



5391 Lawson
Robinson Rd



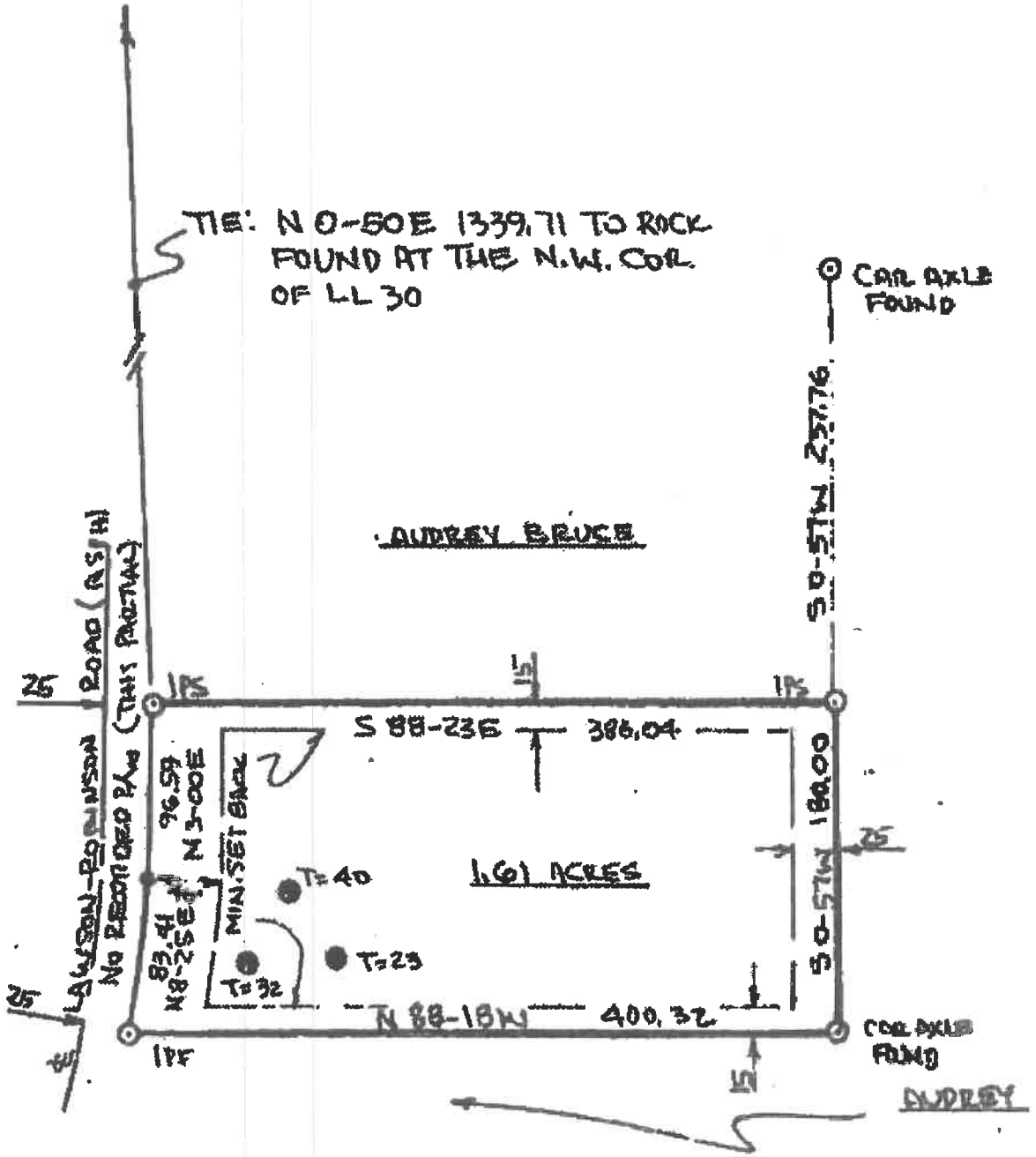
M-29-26

6 FEET AND WAS ADJUSTED USING THE
L RULE. THIS PLAT IS ACCURATE WITHIN
T IN 30,539 FEET.

IENT USED TO OBTAIN THE ABOVE
S TOPCON GTS-2B TOTAL
ATION

S TO ADVISE THAT THIS PROPERTY IS NOT
ED IN A DESIGNATED FLOOD HAZARD AREA.

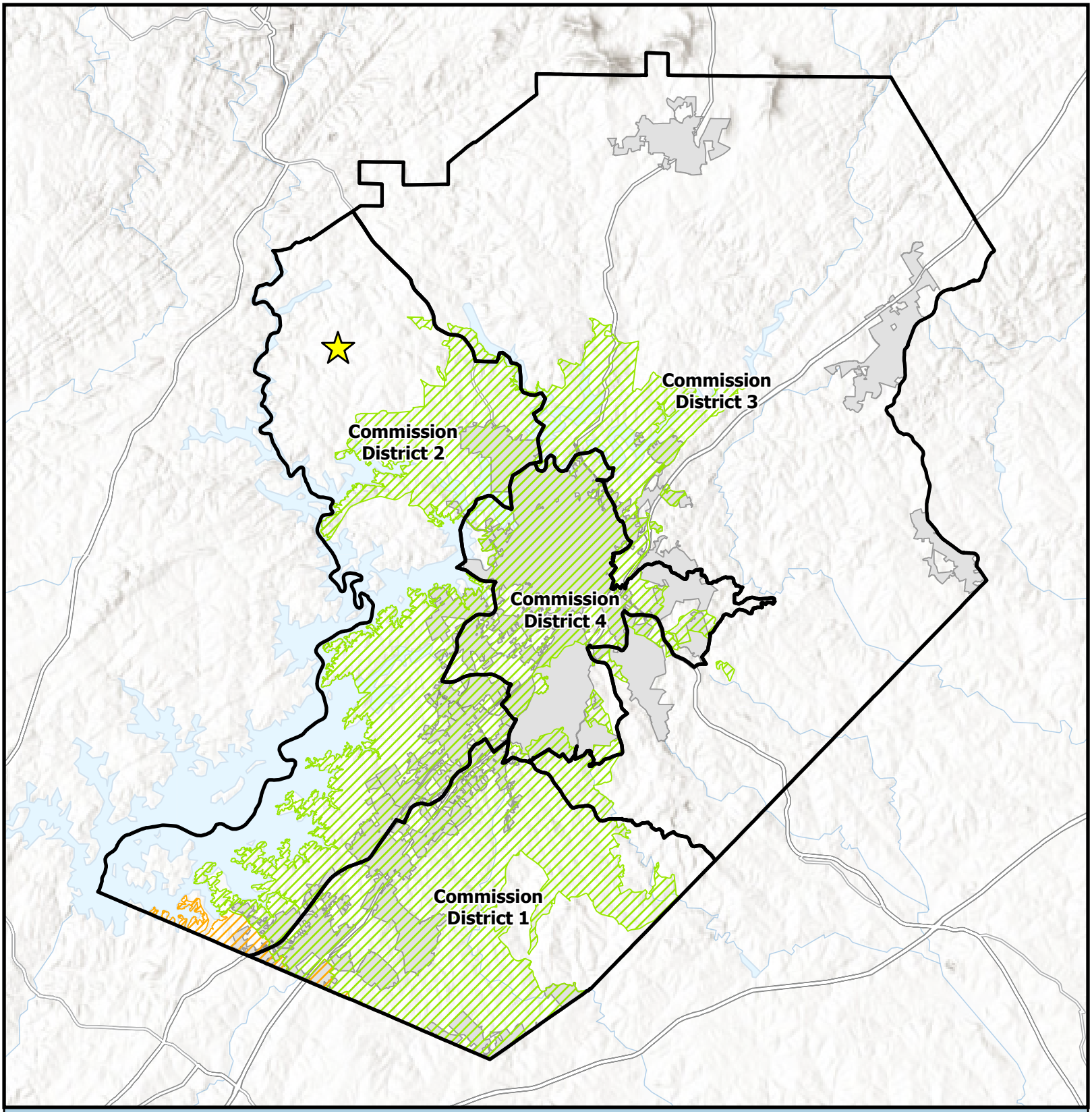
Plat



RECORDING PERMIT

By [signature] 3/27/89

HALL COUNTY PLANNING COMMISSION



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Meagan S. Gaillard
Tax Parcel #: 10030 000028
Location: 5391 Lawson Robinson Road
Commission District: 2

HALL COUNTY
GEORGIA
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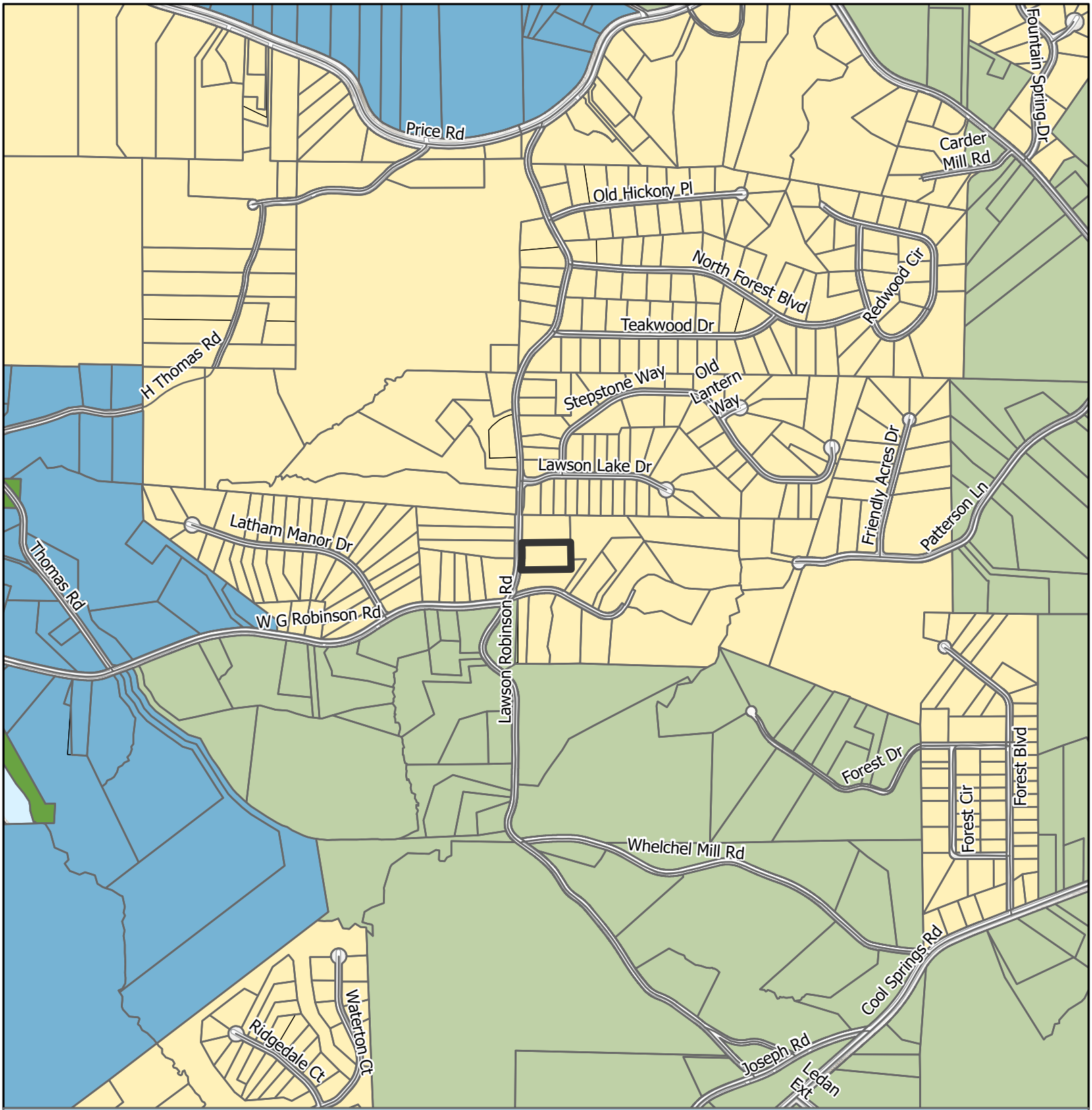
Date Prepared: 8/12/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Greenspace - Conservation
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood

Applicant: Meagan S. Gaillard
Tax Parcel #: 10030 000028
Location: 5391 Lawson Robinson Road
Commission District: 2

HALL COUNTY
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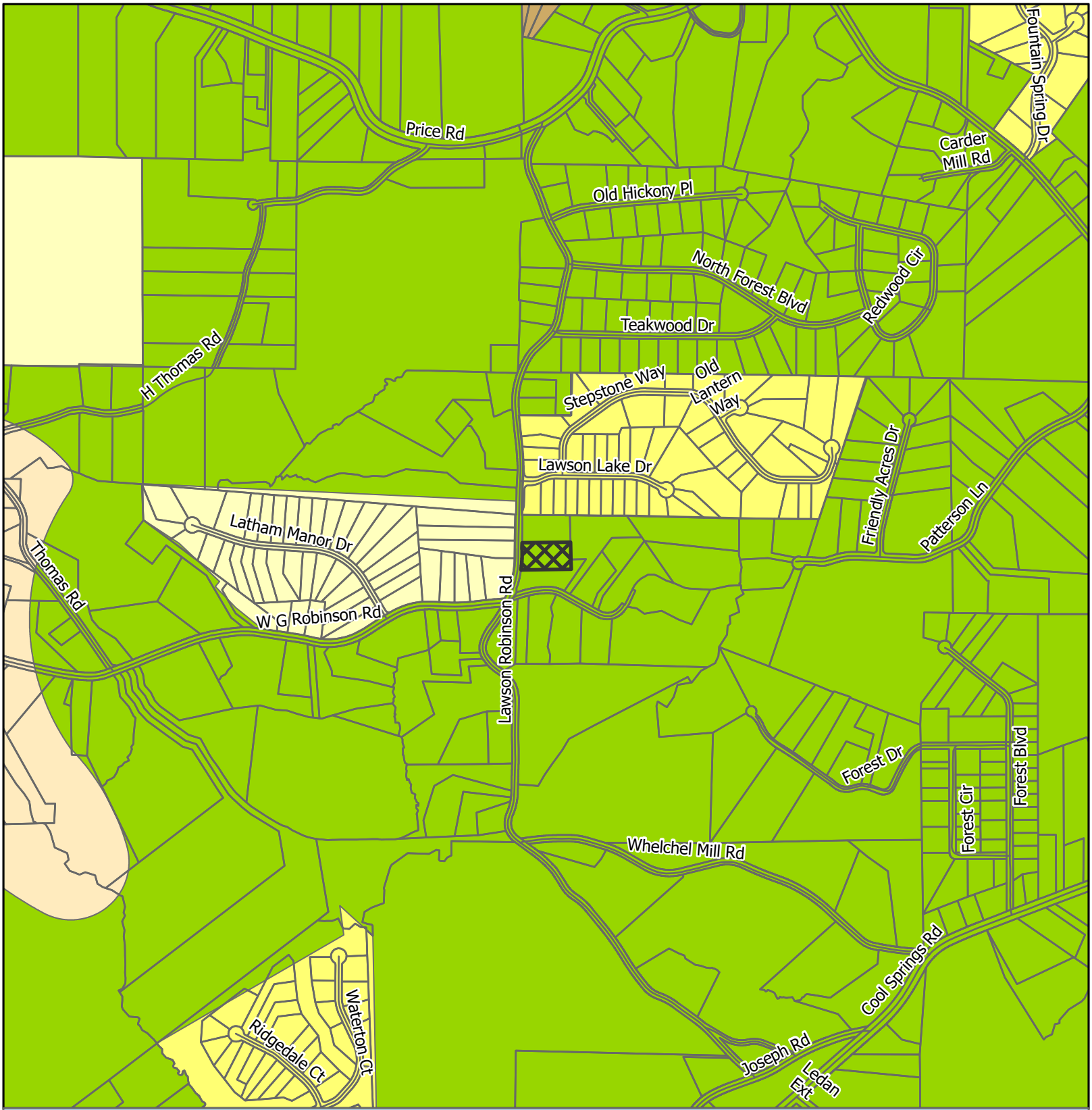
Date Prepared: 8/12/2026



Zoning Map

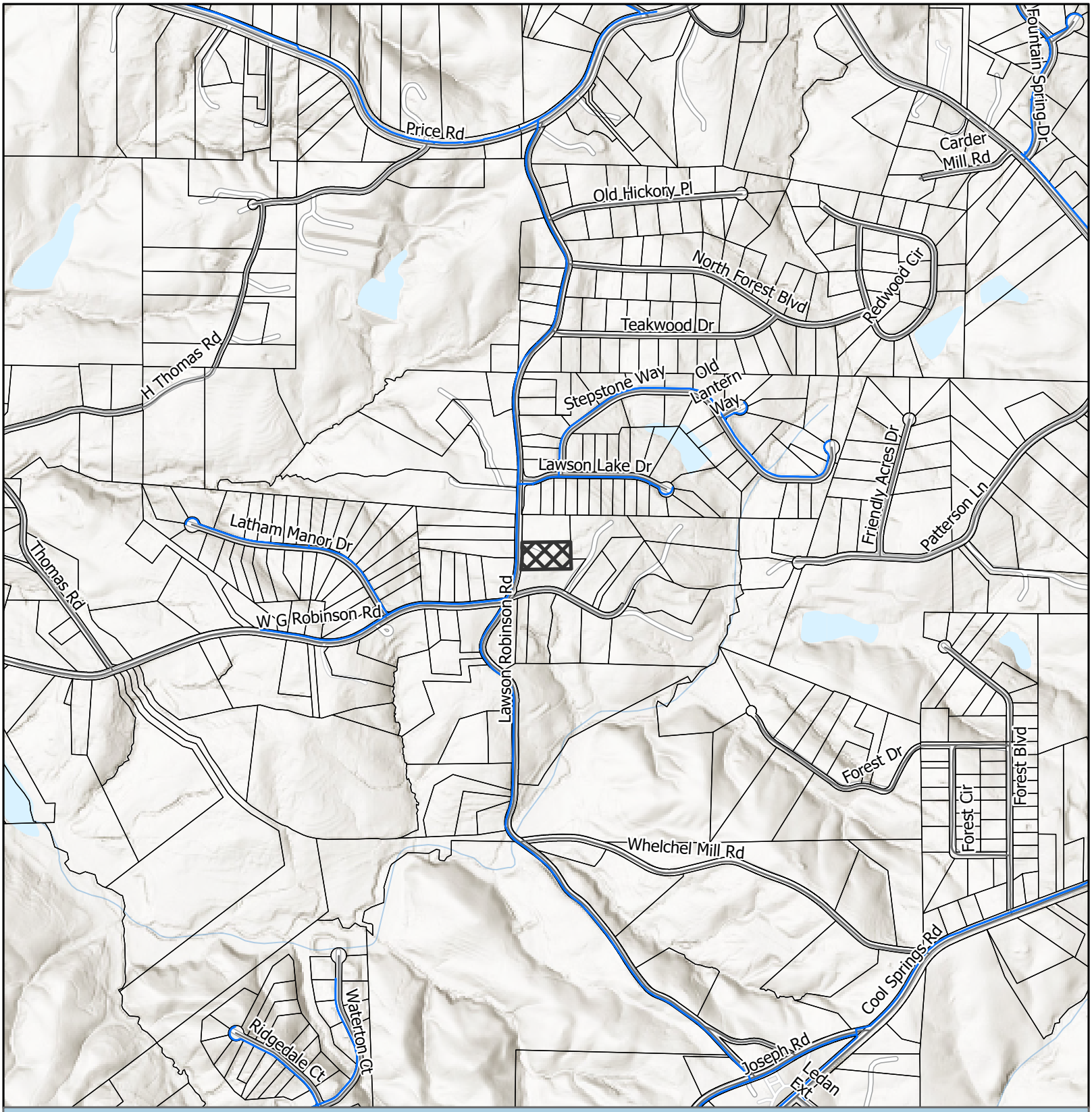
Subject Area
City Limits

Zoning
AR-1
PRD
R-1
R-1-L
V-C

Applicant: Meagan S. Gaillard
Tax Parcel #: 10030 000028
Location: 5391 Lawson Robinson Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 8/12/2026



Utilities Map

Waterline
Subject Area
City Limits

Applicant: Meagan S. Gaillard
Tax Parcel #: 10030 000028
Location: 5391 Lawson Robinson Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 8/12/2026

Site Plan & Aerial Map

Subject Area
parcel

Applicant: Meagan S. Gaillard
Tax Parcel #: 10030 000028
Location: 5391 Lawson Robinson Road
Commission District 2

HALL COUNTY
GEORGIA
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Date Prepared: 8/13/2026

Type: DEED Book: 07388 Page: 00001

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 9 day of July
20 14 at 10:45 AM Recorded in Deed
Book 7388 Page(s) 1-2
Charles Baker, Clerk By ER

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 7/9/14
Charles Baker
Superior Court Clerk
By ER
PT61 069-2014-000599

012476

000001

Return To
MEAGAN S GAILLARD
P O BOX 907
OAKWOOD, GA 30566

QUIT-CLAIM DEED

STATE OF GEORGIA,
COUNTY OF HALL.

THIS INDENTURE, made this 31st day of December, 2013, between **RANDALL G. SMITH,** of the first part, and **MEAGAN S. GAILLARD** of the second part

WITNESSETH: That the said Party of the first part, for in consideration of the sum of TEN DOLLARS ($10 00) and other good and valuable consideration, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever Quit-Claim to the said Party of the second part, its heirs and assigns,

SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR A MORE COMPLETE DESCRIPTION OF THE SUBJECT PROPERTY

TO HAVE AND TO HOLD the said described premises to the said Party of the second part, so that neither the said Party of the first part nor its heirs, nor any other person or person claiming under it shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, The said Party of the first part has hereunto set her hand and seal, the day and year above written

Signed, sealed and delivered
this 31st day of December,
2013, in the presence of.

Witness

Notary Public
My Commission Expires

NOTARY PUBLIC GEORGIA EXPIRES MAY 14, 2016 HALL COUNTY LINDA D GAZAWAY

Randall G. Smith (SEAL)
RANDALL G. SMITH

000002

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 30, 10th Land District, Hall County, Georgia, and being described as 1.55 acres according to a plat for Dusty Smith, prepared by Patton-Patton, Inc., Registered Surveyors, which plat is incorporated herein by reference and more particularly described as follows.

Beginning a 3/4 inch crimped top pin set, said pin being located N 56-22-37 E 75.91 feet from the centerline intersection of Lawson Robinson Road (60 foot right of way) and W G. Robinson Road (50 foot right of way), thence continuing along the Easterly right of way of Lawson Robinson Road N 02-02-24 E 32.70 feet to a 3/4 inch crimped top pin set, thence N 18-51-22 E 54.24 feet to a point, thence N 14-32-12 E 49.85 feet to a point, thence N 09-48-33 E 39.78 feet to a 3/4 inch crimped top pin set, thence leaving said right of way S 88-18-40 E 391.20 feet to an axle found, thence N 00-56-20 E 74 97 feet to a 3/4 inch crimped top pin set, thence S 89-03-40 E 116.05 feet to a crimped top pin set, thence S 36-47-13 W 300 00 feet to a 3/4 crimped top pin set on the Northerly right of way of W.G. Robinson Road, thence continuing along said right of way N 62-51-15 W 49.91 feet to a point, thence N 73-59-13 W 52 67 feet to a point, thence N 84-49-08 W 53 56 feet to a point, thence S 87-45-04 W 51 10 feet to a point, thence S 79-18-14 W 150 92 feet to a point, thence S 75-36-18 W 19.49 feet to the point of beginning.

This is a portion of the property conveyed by Mitchell Smith and James O. Parks to Dustin M Smith by Warranty Deed dated June 17, 1997 and recorded at Deed Book 2904, Page(s) 20

Subject to all easements, covenants and restrictions of record.

Southern Geotechnical Consultants

2660 White Sulphur Road ♦ Gainesville, Georgia 30501 ♦ 770.536.5220 phone ♦ office@southerngeotech.com
14476 Duval Place West ♦ Suite 803 ♦ Jacksonville, Florida 32218 ♦ 904.374.2252

FIELD EVALUATION REPORT

PROJECT NAME:	4620 Settingdown Road	**DATE OF EVALUATION:**	July 31, 2026
EVALUATED BY:	Rodney Clark	**PROJECT NO:**	14770G
WEATHER CONDITIONS:	Mostly Sunny	**REPORT NO:**	141413
CLIENT:	Owner (Gaillard)		

WE NOTE THE FOLLOWING:

A representative of our firm visited the above referenced site to evaluate the structure to allow the structure to be moved from its current location to a new home site.

The structure was constructed from conventional lumber consisting of 2x4 walls, 2x8 joists, 2x8 rafters and 2x6 blocking and framing bracing. The structure is currently supported on a crawl space foundation. The structure will be lifted, supported and transported on frame rails that will be capable to carry the structural loads of the structure.

As observed, the structure adequate for stability and is satisfactory for transportation to a new building site.

GEORGIA REGISTERED NO. 23774 PROFESSIONAL ENGINEER A. GLENN MOTES III

GEORGIA SOUTHERN GEOTECHNICAL CONSULTANTS, LLC. No. PEF005764 CERTIFICATE OF AUTHORITY

This report has been prepared for the exclusive use of our client and their designees for specific application to this project. Furthermore, we note that the results presented relate only to the items evaluated and/or tested, and variations can be present outside areas that were tested and/or evaluated. As such, no other warranty is expressed or implied. Last, this report shall not be reproduced, except in full, without the written approval of SGC, LLC.

Rodney Clark

Note that by electronic signature above, the SGC personnel confirms that the findings of this report are free from any commercial, financial, or other pressures including trade organizations rules that might adversely affect the independence, judgment, and/or integrity of the results provided.

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: August 14, 2026

Subject: September 10, 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.

* 5391 Lawson Robinson Rd, Gaillard: Environmental Health provided the applicant a completed Existing System Evaluation for a new, two bedroom home measuring 20ft x 32ft to replace the existing mobile home on April 30, 2026; however, the proposed home size indicated in this request is 25ft x 58ft. All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Outlook

RE: Tentative Planning & Zoning items for September 10, 2026 Board of Commissioners Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Wed 8/12/2026 9:55 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Lynn Taylor (Planning) <ltaylor@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Kaitlyn,

Please see the below response in red from our office.

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, August 11, 2026 2:33 PM
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Re: Tentative Planning & Zoning items for September 10, 2026 Board of Commissioners Meeting
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Please see below for a late edition to the tentative Planning & Zoning items for the September 10, 2026 Hall County Board of Commissioners Meeting. Please submit any comments in a memorandum to Hall County Planning and Zoning. Be sure to include the applicant's name and the property address for each comment. Comments are due by **Friday, August 14, 2026**. Email comments to Lynn (ltaylor@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, 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

HALL COUNTY
GEORGIA
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Please note: Effective July 1, 2026, all open records requests should be submitted through Hall County's Next Request Portal (https://hallcountyga.nextrequest.com/).

Please note, as of July 13, Community Development and Infrastructure departments, including Planning and Zoning, will be back on the 3rd floor of the Hall County Government Center

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, July 31, 2026 9:16 AM
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Tentative Planning & Zoning items for September 10, 2026 Board of Commissioners Meeting

Good morning,

Please see below for the tentative Planning & Zoning items for the September 10, 2026 Hall County Board of Commissioners Meeting. These materials have been distributed for review. Please submit any comments in a memorandum to Hall County Planning and Zoning. Be sure to include the applicant's name and the property address for each comment. Comments submitted late may not be included in the staff report.

PLEASE NOTE: These items will be discussed in next week's Development Review meeting.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: August 14, 2026

Subject: September 10, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the September 10, 2026, meeting. Upon review, we provide the following comments.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic issues with the request to reduce the minimum setbacks.
- **Utilities:** This location is within the Gainesville- Hall County sewer district, but sewer infrastructure is not nearby.

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic issues with the request to allow the proposed house to be relocated to Hall County.
- **Utilities:** Property is located in the Gainesville-Hall County sewer district, but sewer infrastructure is not located nearby.

HALL COUNTY
GEORGIA
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Hall County Government
FIRE RESCUE

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 7/20/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 9/10/2026
Please be advised that Hall County Fire Marshal's Office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 9/10/26 meeting. Upon review, we provide the following comments.

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

File expired cannot review

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Cody Edwards, Interim Chief Building Official

Date: August 14, 2026

Subject: September 10, 2026

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

- Permit was pulled (HRNEW26-0671) for "DEMO OF REMAINS OF 1975 M SYSTEMS INC CAMPER SMITH MANUFACTURED HOME WITH 2 BEDROOMS AND 1 BATHROOM NO ASBESTOS REQUIRED AS DEMO IS DUE TO FIRE". The demo inspection was scheduled for 07/13/2026 and passed as remaining structure was gone and BMPs were in place.
- An Engineer Report was provided from Southern Geotechnical Consultants pertaining to the structure located at 4620 Settingdown Road and was approved by Cody Edwards.
- There is currently a submission in Accela (HRNEW26-1165) for the home to be moved on the property as a residential single-family residence.
- Building Inspection has no further comments.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

- Permit was pulled (HRADD26-0088) for "*** RETROACTIVE *** MANUFACTURED HOME ADDITIONS: GARAGE ADDITION, LIVING ROOM ADDITION, BEDROOM & DECK COVERED PARKING SPACE, BASEMENT ADDITION TO INCLUDE LIVING ROOM FAMILY ROOM & BATHROOM, TWO STORY ADDITION TOTAL - 4 BEDROOMS, 2 DECKS *** NO ASBESTOS TESTING DONE ***.
- A total number of 4 Engineer Reports were provided from Southern Geotechnical Consultants pertaining to the retroactive building at the property. An in-office inspection was completed by Scott Thompson with the aid of the submitted engineer reports.

- Building Inspection has no further comments.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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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 AUGUST 13, 2026 AND NO LATER THAN AUGUST 19, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 19, 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, Meagan Guillard (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 8-15-26 (Date) **for** 5391 Lawson Robinson Rd (Name application filed as)**.**

Signature _____ (The original document is required)

Revised September 2021

JOB
LOT
BLOCK
BUILDER
WARNING!
THIS IS A DESIGNATED CONSTRUCTION SITE.
TRESPASSERS WILL BE PROSECUTED
TO THE FULLEST EXTENT OF THE LAW.
THE HOME DEPOT
PATH TO PRO
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MEAGAN S. GAILLARD
REQUEST: SPECIAL USE TO MOVE A SITE-BUILT HOUSE MORE THAN 7 YEARS OLD INTO THE COUNTY
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: SEPT 10, 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

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 575/2026

SUBJECT: **3131 Broome Road | Variance to Section 3.2 |** to reduce the minimum yards | on a 1.43 acre tract located on the south side of Butterworth Lane at its intersection with Broome Road | Zoned AR-1; Tax Parcel 15016 000001E **| Proposed use: Residential addition |** Commission District 3 **| Heather Chandler, applicant**

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: LT

Recommendation:

Staff recommends approval, with conditions, as hardship exists pursuant to the criteria of 11.1.1.D11.

1. The property shall be developed in accordance with the site plan dated "Plat Date: 07/18/2023", modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request:

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the south side of Butterworth Lane at its intersection with Broome Road | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition |** Commission District 3 | **Heather Chandler, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
JR			

Attachments:
Staff Report
Application
Narrative
Site Plan
Plat
Maps
Floor Plan
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Heather Chandler

Request ..... **Variance to Section 3.2** | to reduce the minimum yards

Proposed Use ..... Residential addition

Size ..... 1.43± acres

Zoning ..... Agricultural Residential 1 (AR-1)

Location ..... **3131 Broome Road**| Tax Parcel 15016 000001E

Commission District ..... Three

Commission Date ..... September 10, 2026

Staff Recommendation ..... **Approval with conditions,** as hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number HVAR26-0024

Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

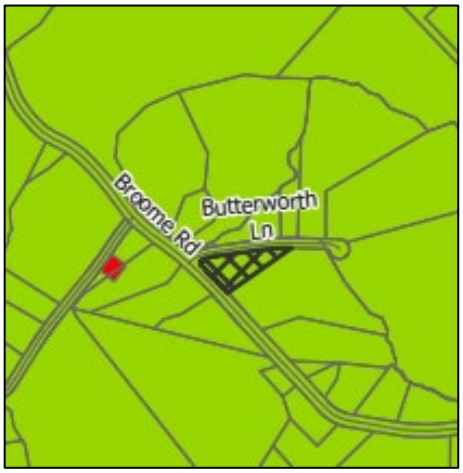
1. The property shall be developed in accordance with the site plan dated "Plat Date: 07/18/2023", modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. All conditions of zoning shall be made part of any plats created for the property.

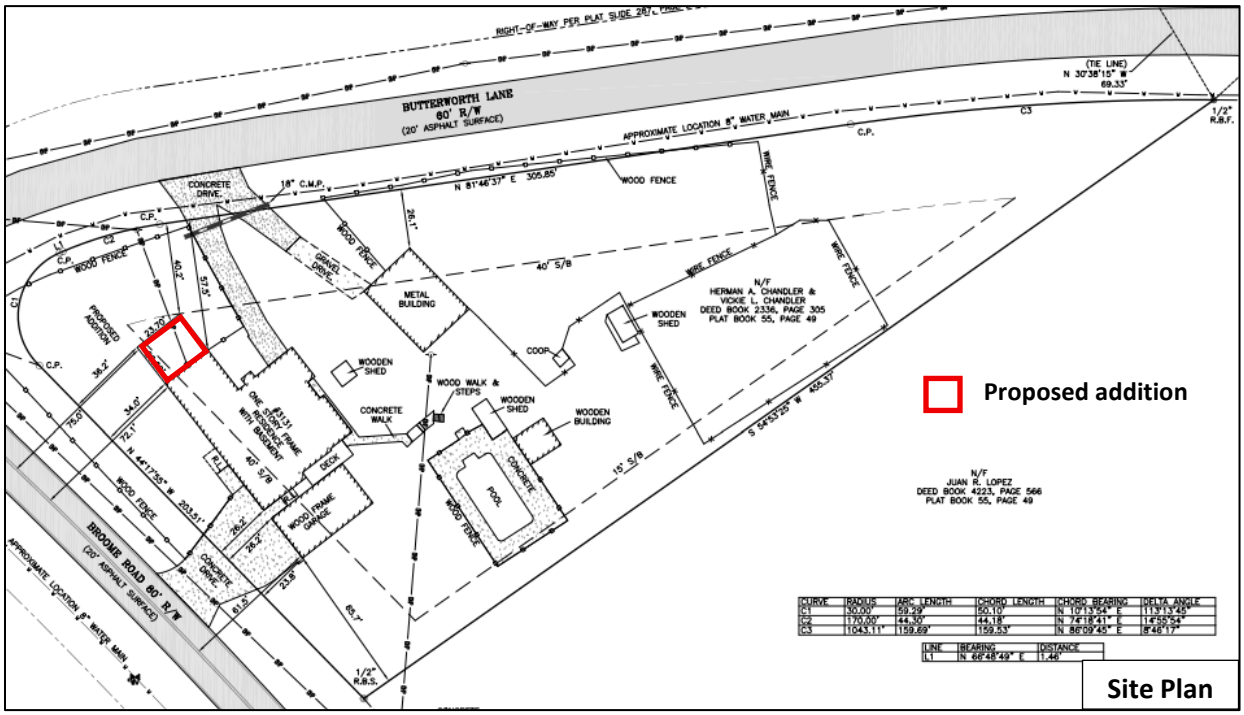
<u>Summary Analysis</u>

The applicant is requesting a variance from Section 3.2 to reduce the front yard setback from 40 feet to 34 feet for a proposed residential addition to an existing single-family residence. The applicant also seeks recognition of the existing home's current nonconforming front setback of 23 feet and the nonconforming front setback of 26 feet for an existing metal building. The subject property is approximately 1.43± acres and is zoned Agricultural Residential 1 (AR-1).

According to the Hall County records, the property is developed with a 1975 mobile home with and addition (HRADD26-0088), a detached garage, a metal building, and a swimming pool. The existing single-family residence and the metal building were established prior to the adoption of zoning regulations, 1978. Surrounding properties are zoned Agricultural Residential 1 (AR-1) and are developed with single-family residences.



On October 3, 2024, a building permit was denied for the proposed addition due to encroachment into the required 40-foot front yard setback (HRADD24-0325). This variance request has subsequently been submitted to address the proposed addition.

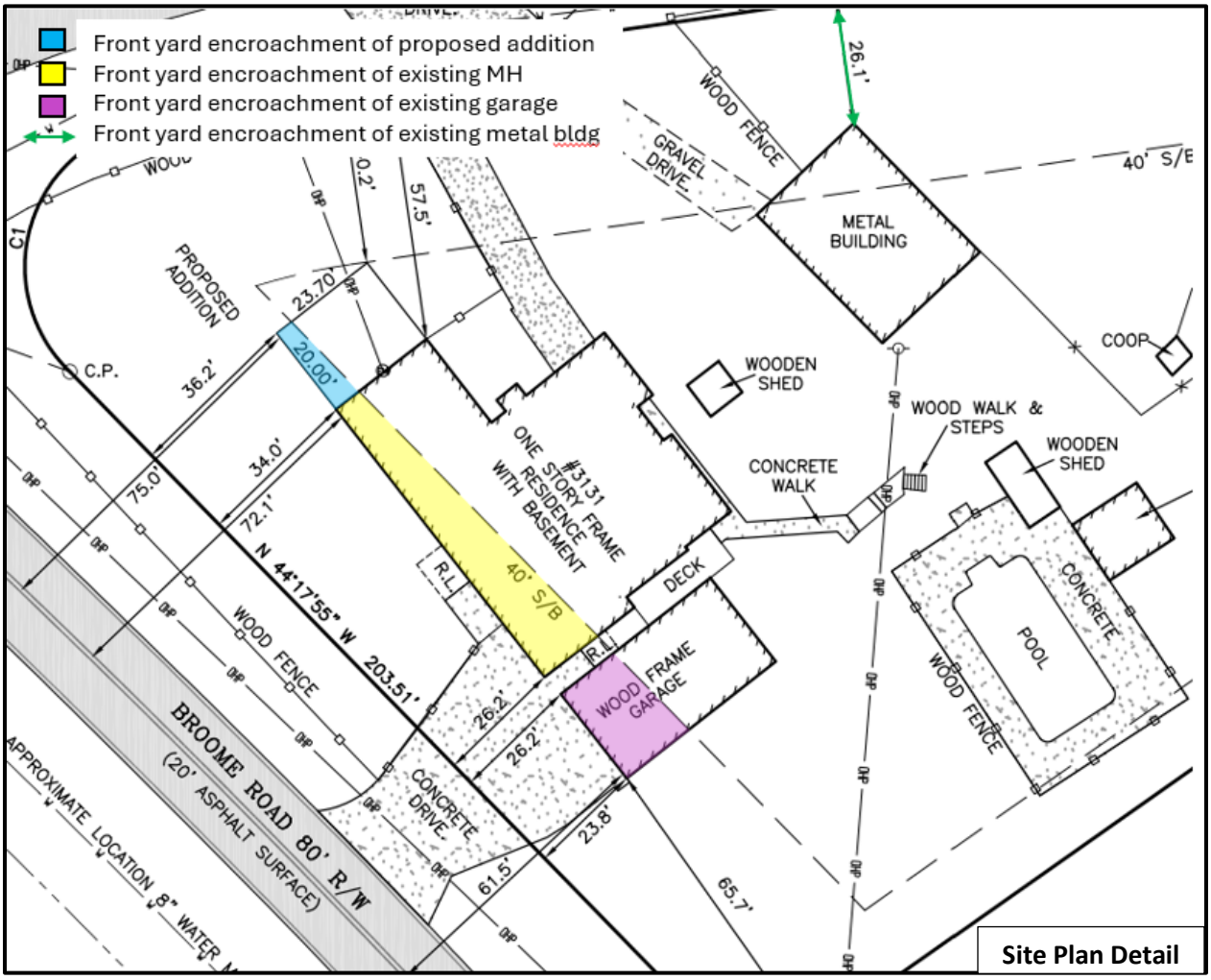


Per the Statement of Hardship, the applicant states that the dwelling was built in 1975 in compliance with the regulations in effect at that time. The metal building on the property predates the residence and was also placed in accordance with applicable standards at the time. Subsequent adoption of the Zoning Ordinance and the establishment of Butterworth Lane in the 1990's have resulted in the existing structures not meeting current zoning requirements.

Three (3) **variances** will be required if the site plan, as presented, is approved.
Front yard setback requirement of 40 feet from the property line as found in Section 3.2 for the Agricultural Residential 1 (AR-1) zoning district.

- A front yard setback from 40 feet to 34 feet to allow for the residential addition.
- A front yard setback from 40 feet to 23 feet to recognize the location of the existing residence and detached garage.

- A front yard setback from 40 feet to 26 feet to recognize the location of the existing metal building.



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 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); **Extraordinary and exceptional conditions exist as a result of the property's development history. The primary residence was constructed in 1975, predating modern land-use regulations, and according to the applicant, the detached garage was built in the late 1980s or early 1990s with a front setback consistent with the existing residence. The metal building was placed prior to the creation of Butterworth Lane. These conditions create a unique physical context not shared by properties developed under current standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **Because the residence predates zoning, the detached garage was constructed with a setback matching the established pattern along Broome Road, and the metal building was placed prior to the creation of Butterworth Lane, strict application of current setback requirements would impose an unusual hardship. The structures were legally established under earlier development conditions and cannot reasonably be brought into compliance without disproportionate impact.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; The conditions are not unique to this property. **While other older parcels may have nonconforming setbacks, the specific placement of the residence and accessory structures, due to development prior to zoning and the establishment of Butterworth Lane, is unique to this property.**

4. Such conditions are not the result of any actions of the property owner**; The nonconforming setbacks stem from development that occurred prior to the adoption of zoning regulations and before the establishment of Butterworth Lane, rather than from any actions of the current 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; **Approval of the requested variance would not negatively affect the public good, nor would it compromise the intent of the UDC. The request simply recognizes long-standing, historically established conditions and does not authorize any prohibited or previously denied use. The character of the area would remain unchanged.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated August 3, 2026, the Hall County Environmental Health Department stated, "Environmental Health approved the proposed addition in conjunction with the 4 bedroom septic relocation installation inspection performed on December 11, 2025 under septic permit OSC-10590."

Georgia Department of Transportation
In an email dated August 3, 2026, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated, "Off-system. No impacts expected to the State Highway System."

Hall County Public Works and Utilities
In a memorandum dated August 14, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
No comment

Traffic:
There are no traffic issues with the request to reduce the minimum setbacks.

Utilities:
This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

Hall County Fire Marshal
In a memorandum dated August 3, 2026, the Hall County Fire Marshal's Office stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Building Inspections Division
In a memorandum dated August 14, 2026, the Hall County Building Inspections Division provided the following comments:

- Permit was pulled (HRADD26-0088) for "*** RETROACTIVE *** MANUFACTURED HOME ADDITIONS: GARAGE ADDITION, LIVING ROOM ADDITION, BEDROOM & DECK COVERED PARKING SPACE, BASEMENT ADDITION TO INCLUDE LIVING ROOM FAMILY ROOM & BATHROOM, TWO STORY ADDITION TOTAL - 4 BEDROOMS, 2 DECKS *** NO ASBESTOS TESTING DONE ***.
- A total number of 4 Engineer Reports were provided from Southern Geotechnical Consultants pertaining to the retroactive building at the property. An in-office inspection was completed by Scott Thompson with the aid of the submitted engineer reports.
- Building Inspection has no further comments.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Heather Chandler
3131 Broome Rd
Gainesville, GA 30507
Phone [redacted]
Email Address Heather@lhecontractor.com

Property Owner (Name and Mailing Address)

Herman Chandler
3131 Broome Rd
Gainesville, GA 30507
Phone [redacted]
Email Address Heather@lhecontractor.com

Location of Property 3131 Broome Road Gainesville, Ga 30507

Present Zoning AR-IV Existing Structures House, Metal Building, Pool

---

Type of Appeal:

- X Setback Variance
- _____ Road Frontage Variance
- _____ Sign Variance
- _____ Hardship Mobile Home

X Front Yard	From 40 ft. to 34 ft.
___ ~~Right~~ Side Yard	From ___ ft. to ___ ft.
___ Left Side Yard	From ___ ft. to ___ ft.
___ Rear Yard	From ___ ft. to ___ ft.
___ Road Frontage	From ___ ft. to ___ ft.
___ Sign Area	From ___ ft. to ___ ft.
___ Sign Height	From ___ ft. to ___ ft.
___ Doctor's Letter	___ Terms Agreement

Supporting Documents: X Plat of Property; X Site Plan; _X__ Deed of Property; _x__ Floor Plans; X Hardship Statement; ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign Heather Chandler Date 07/01/2026

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

HALL COUNTY
GEORGIA
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HALL COUNTY PLANNING AND DEVELOPMENT
AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) HERMAN CHANDLER

Address 3131 BROOME RD

GAINESVILLE, GA 30507

Phone Number 678-697-5655

Name of applicant(s) HEATHER CHANDLER

Address 3131 BROOME RD

GAINESVILLE, GA 30507

Phone Number 678-697-5655

Purpose of Permit SET BACK VARIANCE REQUEST

Site Address 3131 BROOME RD GAINESVILLE, GA 30507

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Herman Chandler
Signature of Owner(s)

HERMAN CHANDLER
Printed Name of Owner(s)

State of Georgia County of Jackson

Sworn to before me and signed in my presence this 4th day of August, 20 26

Notary Public Signature
Commission Expires: 04/30/27

JOSEPH W STRICKLAND NOTARY PUBLIC JACKSON COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 30, 2027

March 2025

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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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: Heather Chandler **Date:** 07-01-2026

Applicant's/Owner's Name (Printed): Heather Chandler

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
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**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: Herman Chandler **Date:** 5/28/2026

Applicant's/Owner's Name (Printed): Herman Chandler

07/13/2026

Statement of Hardship

3131 Broome Rd
Gainesville, GA 30507

The home at the address 3131 Broome Road Gainesville, Ga 30507 was built in 1975/1976. At the time the house was built it was in accordance with the current rules and laws. Also,the metal building thats on the property was installed before the house was installed on the property and it was in accordance with the current rules and laws at that time. Sometime since the house was built, the Right of Way and Set back amounts have changed. In the early 1990's, Herman Chandler gave the county the land to create Butterworh Lane. The metal building on the Butterworth Lane side of the property was created long before the road was created. We want to add 2 offices at the end of the left side of the house. I am working from home more now and need a specific space to work. Since the right of way and setbacks have changed, the house currently doesn't meet the new rules and prevents an addition from happening.

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

GRID NORTH

REFERENCES:

1. DEED BOOK 2336, PAGE 305
2. PLAT BOOK 55, PAGE 49
3. PLAT SLIDE 287, PAGE 214A

AREA: 1.43 ACRES

WATER SERVICE BY:
CITY OF GAINESVILLE

SEWER SERVICE BY:
ON-SITE SEPTIC MANAGEMENT SYSTEM

ZONING AND BUILDING SETBACKS (S/B):

INFORMATION PROVIDED BY HALL COUNTY G.I.S.
WEB SITE LOCATED AT:
http://gis.hallcounty.org/Public/WebPages/Map/FundyViewer.aspx

CURRENT HALL COUNTY ZONING:
AR-IV – AGRICULTURAL RESIDENTIAL IV

BUILDING SETBACKS:
FRONT: 40' FROM RIGHT-OF-WAY LINE OR 65' FROM CENTERLINE ROAD (WHICHEVER IS GREATER)
SIDE: 15' FROM PROPERTY LINE
REAR: 25' FROM PROPERTY LINE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999918388. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).

3. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

4. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 29,134 FEET AND AN ANGULAR CLOSURE OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.C. & D.T.

5. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 191,484 FEET.

6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

7. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

8. THE FIELD SURVEY WAS CONDUCTED ON JULY 11TH, 2023.

9. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

HALL COUNTY PLAT NOTES:

1. ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).

2. IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040).

3. THIS PROPERTY IS/IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0225 G, EFFECTIVE DATE: DECEMBER 1ST, 2022. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.

4. THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

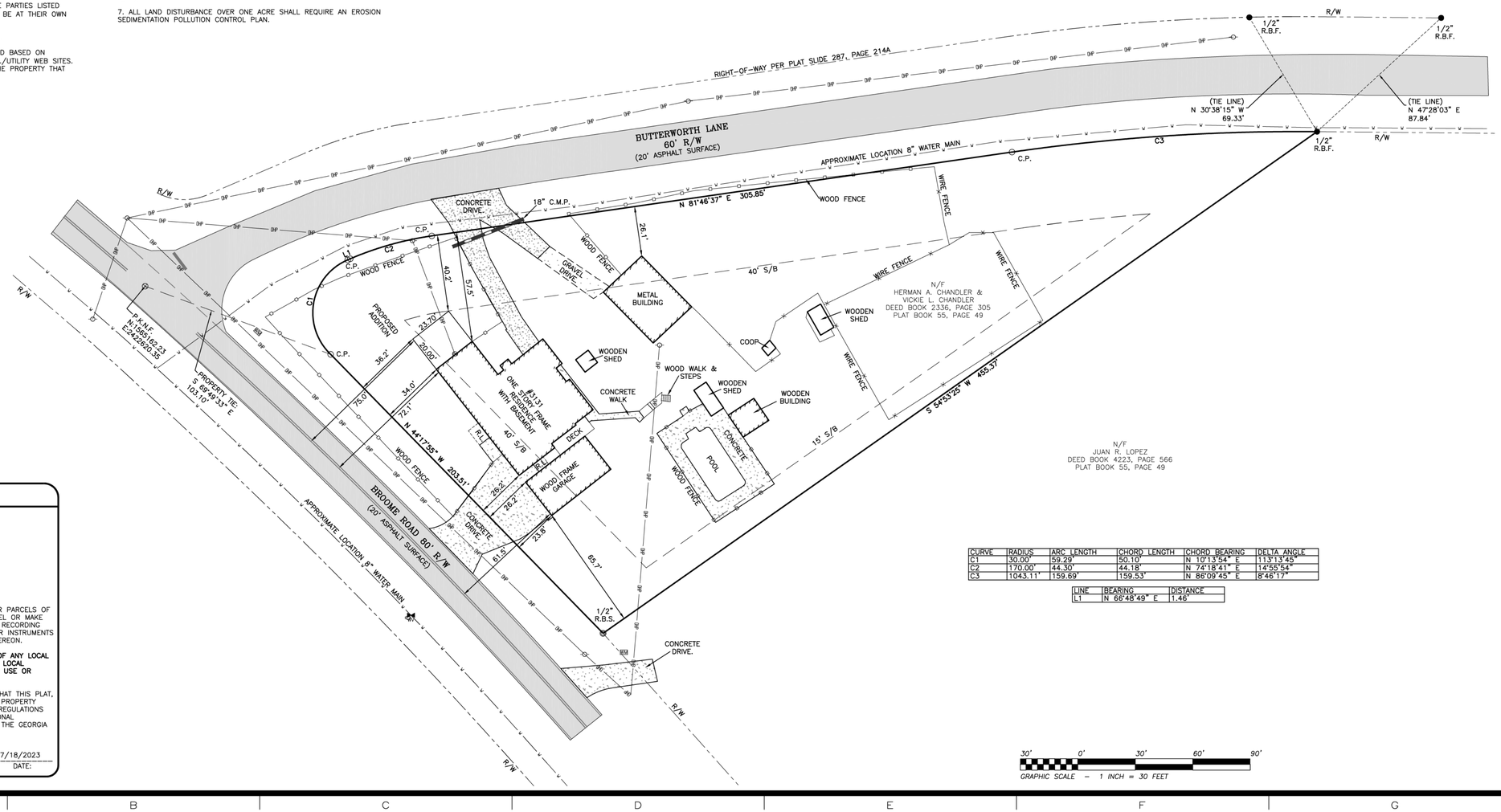
5. IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)

6. ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

7. ALL LAND DISTURBANCE OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- F.X. – X-CUT FOUND
- N.F. – NAIL FOUND
- R.F. – ROCK FOUND
- R.R.F. – RAILROAD SPIKE FOUND
- T.F. – TACK FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET & CAP STAMPED "LSF 1029"
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- W.I. – WIER INLET
- Y.I. – YARD INLET
- C.V. – CABLE TV VAULT
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- T.V. – TELEPHONE VAULT
- T.P. – TELEPHONE POLE
- T.M.H. – TELEPHONE MANHOLE
- U.T.B. – UNDERGROUND TELEPHONE BOX
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.P.B. – ELECTRIC PULL BOX
- E.M. – ELECTRIC METER
- P.P. – POWER POLE
- F.L. – FLOOD LIGHT
- S.P. – SERVICE POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- I.C.V. – IRRIGATION CONTROL VALVE
- W.P. – WELL POINT
- S.P.G. – WATER SPIGOT
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- SPK – SPRINKLER
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.V. – SANITARY GATE VALVE
- G.T. – GREASE TRAP
- U.M. – UNKNOWN TYPE MANHOLE
- MB – MAILBOX
- GAS – GAS VALVE
- G.M. – GAS METER
- P.R. – PROPANE TANK
- F.P. – FLAG POLE
- T.S.P. – TRAFFIC SIGNAL POLE
- T.S.B. – TRAFFIC SIGNAL BOX
- M.W. – MONITORING WELL
- S.H. – SPRING HEAD
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- H.C.P. – HANDICAP PARKING
- B.M. – BENCHMARK
- H.C.R. – HANDICAP RAMP
- A.H. – ACCESS HATCH
- R.L. – ROOF LINE
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- S.W.C.B. – SINGLE WING CATCH BASIN
- D.W.C.B. – DOUBLE WING CATCH BASIN
- I.E. – INVERT ELEVATION
- EL. – ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- B.C.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. – POLYVINYL CHLORIDE PIPE
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —T— – BURIED TELEPHONE LINE
- — \ — – OVERHEAD TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- — G — – BURIED GAS LINE
- — E — – BURIED ELECTRIC LINE
- —TV— – BURIED CABLE TV
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- — x — – WIRE FENCE
- —◇— – WROUGHT IRON FENCE
- —OHP— – OVERHEAD POWER LINES
- —▲— – TRAFFIC SIGNAL LINE
- C> – FENCE GATE
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- INTX – INTERSECTION
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION
- STA. – STATION
- SQ. FT. – SQUARE FEET
- ←1→ – CONTINUOUS OWNERSHIP
- ⊕ – BUILDING HEIGHT LOCATION
- [25.5] – BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- x 25.52 – SPOT ELEVATION
- CONCRETE
- WOOD DECKING
- GRAVEL
- ASPHALT
- PAVERBRICK



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	59.29'	50.10'	N 10°13'54" E	113°13'45"
C2	170.00'	44.30'	44.18'	N 74°18'41" E	14°55'54"
C3	1043.11'	159.69'	159.53'	N 86°09'45" E	8°46'17"

LINE	BEARING	DISTANCE
L1	N 66°48'49" E	1.46'

SURVEYOR'S CERTIFICATION:

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

HALL COUNTY SURVEYOR

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.

FURTHER, 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 THE GEORGIA PLAT ACT OCGA 15-6-67.

CHRIS M. PATTON, GA. R.L.S. #2647 — DATE: 07/18/2023

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com

LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029

PATTON
LAND SURVEYING, LLC

COMPUTATIONS BY: J.M.J.
SURVEYED BY: D.C. & D.T.
DRAFTED BY: J.M.J.
CHECKED BY: C.M.P.

RETRACEMENT SURVEY FOR:
HERMAN A. CHANDLER & VICKIE L. CHANDLER

– LOCATED IN –
G.M.D. 411 (GAINESVILLE)
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
1	10-16-2024	ADDED TIES & PROPOSED ADDITION

SHEET NUMBER: 1 of 1

SCALE: 1" = 30'

SURVEY DATE: 07/11/2023

PLAT DATE: 07/18/2023

23-077.dwg
JN. 23-077

eFiled and eRecorded
DATE: 09/17/2024
TIME: 2:31 PM
PLAT BOOK: 885
PAGE: 483 - 483
FILING FEES: $10.00
PART ID: 9576554662
RECORDED BY: CH
Charles Baker, C.S.C
Hall County, GA

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

REFERENCES:
1. DEED BOOK 3336, PAGE 305
2. PLAT BOOK 55, PAGE 49
3. PLAT SLIDE 287, PAGE 2144

AREA: 1.43 ACRES

WATER SERVICE BY:
CITY OF GAINESVILLE

SEWER SERVICE BY:
ON-SITE SEPTIC MANAGEMENT SYSTEM

ZONING AND BUILDING SETBACKS (S/B):
INFORMATION PROVIDED BY HALL COUNTY G.I.S. WEB SITE LOCATED AT: http://gis.hallcounty.org/Public/WebPages/Map/FlexMyViewer.aspx

CURRENT HALL COUNTY ZONING:
AR-AR = AGRICULTURAL RESIDENTIAL R

BUILDING SETBACKS:
FRONT: 42' FROM RIGHT-OF-WAY LINE OR 85' FROM CENTERLINE ROAD (WHICHEVER IS GREATER)
SIDE: 15' FROM PROPERTY LINE
REAR: 25' FROM PROPERTY LINE

LEGEND:

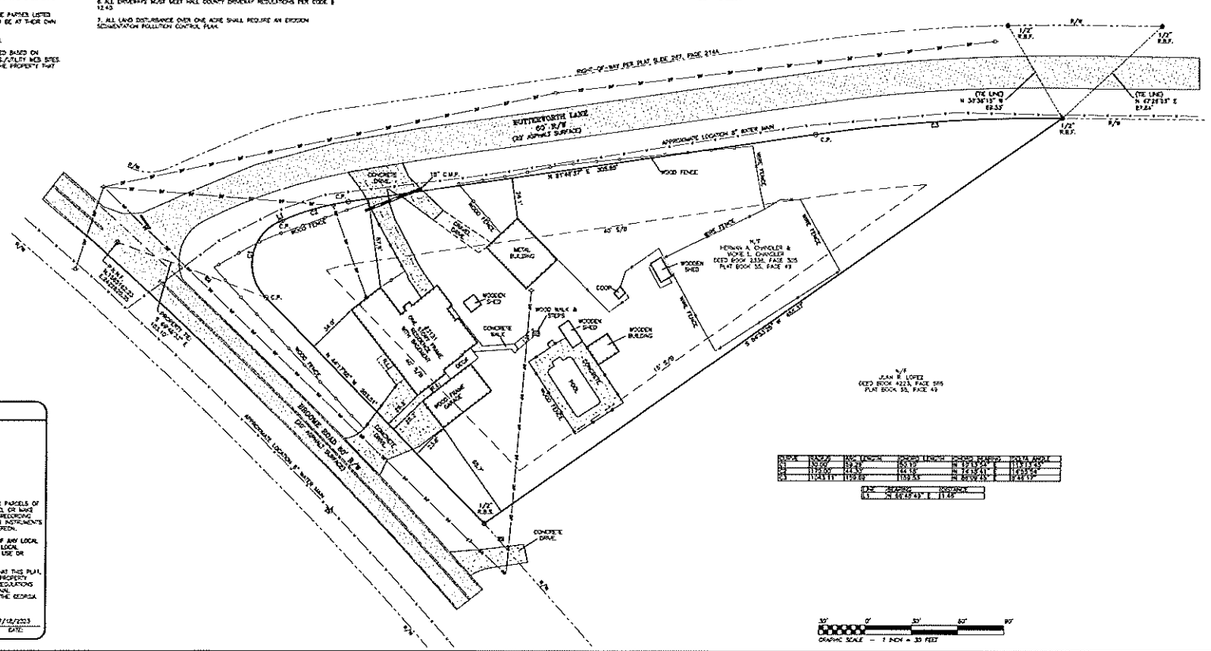
- ○ AIF. - 4/4(1/2" RBF FOUND
- ● CIF. - 1/2" CRIMPED
- ■ CMF. - ALUMINUM MONUMENT FOUND
- ■ CMS. - ALUMINUM MONUMENT SET
- ⊕ CTF. - CRIMP TOP PIN FOUND
- ⊕ RBF. - REBAR FOUND (SEE DRAWING FOR SIZE)
- ⊕ RTF. - OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- ○ IPF. - IRON PIN FOUND
- ⊕ PKNF. - PARKER KALON NAIL FOUND
- ⊕ PS. - 1-CUT FOUND
- ⊕ NF. - NAIL FOUND
- ○ PKF. - PK(S FOUND
- ○ RPF. - 1/2" REBAR W/CAP FOUND
- ○ PKS. - PARKER KALON NAIL SET
- ○ RBS. - 1/2" REBAR SET & CAP STAMPED "LSF 1125"
- ○ CMS. - CONCRETE MONUMENT SET
- ○ MS. - NAIL SET
- ○ CP. - CALCULATED POINT
- ⊠ DI - DROP INLET
- ⊠ JB. - JUNCTION BOX
- ⊠ MH. - MAN HOLE
- ⊠ WM. - WATER METER
- ⊠ CR. - CABLE RISER
- ⊠ TR. - TELEPHONE RISER
- ⊠ TV. - TELEPHONE VAULT
- ⊠ TP. - TELEPHONE POLE
- ⊠ TMH. - TELEPHONE MANHOLE
- ⊠ UTB. - UNDERGROUND TELEPHONE BOX
- ⊠ PE. - POWER METER
- ⊠ PT. - POWER TRANSFORMER BOX
- ⊠ EPB. - ELECTRIC PULL BOX
- ⊠ EM. - ELECTRIC METER
- ⊠ PP. - POWER POLE
- ⊠ FL. - FLOOD LIGHT
- ⊠ SP. - SERVICE POLE
- ⊠ LP. - LIGHT POLE
- ⊠ GV. - GAS VALVE
- ⊠ GM. - GAS METER
- ⊠ FT. - PROPANE TANK
- ⊠ FP. - FIRE PUMP
- ⊠ TSP. - TRAFFIC SIGNAL POLE
- ⊠ TSB. - TRAFFIC SIGNAL BOX
- ⊠ MW. - MONITORING WELL
- ⊠ SH. - SPRING HEAD
- ⊠ BP. - BOLLARD POST
- ⊠ TV. - TRAFFIC SIGN
- ⊠ MCP. - MASONRY PIERING
- ⊠ BM. - BENCHMARK
- MKR - MAILBOX RAMP
- AH. - ACCESS HATCH
- FH. - FIRE HYDRANT
- ⊠ SIV. - SIV OF PLATFORM
- BC. - BACK OF CURB
- SWSB. - SINGLE WING CATCH BASIN
- SWDB. - DOUBLE WING CATCH BASIN
- INVE. - INVERT ELEVATION
- EL. - ELEVATION
- CMP. - CORRUGATED METAL PIPE
- RCP. - REINFORCED CONCRETE PIPE
- HDPE. - HIGH DENSITY POLYETHYLENE PIPE
- PVC. - POLYVINYL CHLORIDE PIPE
- DIP. - DUCTILE IRON PIPE
- RW. - RETAINING WALL
- BURIED TELEPHONE LINE
- OVERHEAD TELEPHONE LINE
- BURIED WATER MAIN
- BURIED GAS LINE
- BURIED CABLE TV
- BURIED ELECTRIC LINE
- BURIED CABLE TV
- OVERHEAD POWER LINES
- UNDERGROUND LINE
- FENCE LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- POINT OF CURVATURE
- DEMARCATION
- INTERSECTION
- CURVE DATA
- CURVE ARC LENGTH
- CURVE CENTRAL ANGLE
- CHORD BEARING
- CHORD DISTANCE
- LANDLOT LINE
- NO COORDINATE
- EXISTING COORDINATE
- S/B - SETBACK
- S/B - SETBACK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- GDOT - GEORGIA DEPARTMENT OF TRANSPORTATION
- STA. - STATION
- SQ. FT. - SQUARE FEET
- ⊕ - CONCRETE MONUMENT
- ⊕ - BUILDING HEIGHT LOCATION
- (25.5) - BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- 25.5' - WEST ELEVATION
- - CONCRETE
- - WOOD SIDING
- - GRAVEL
- - ASPHALT
- - PAVERROCK

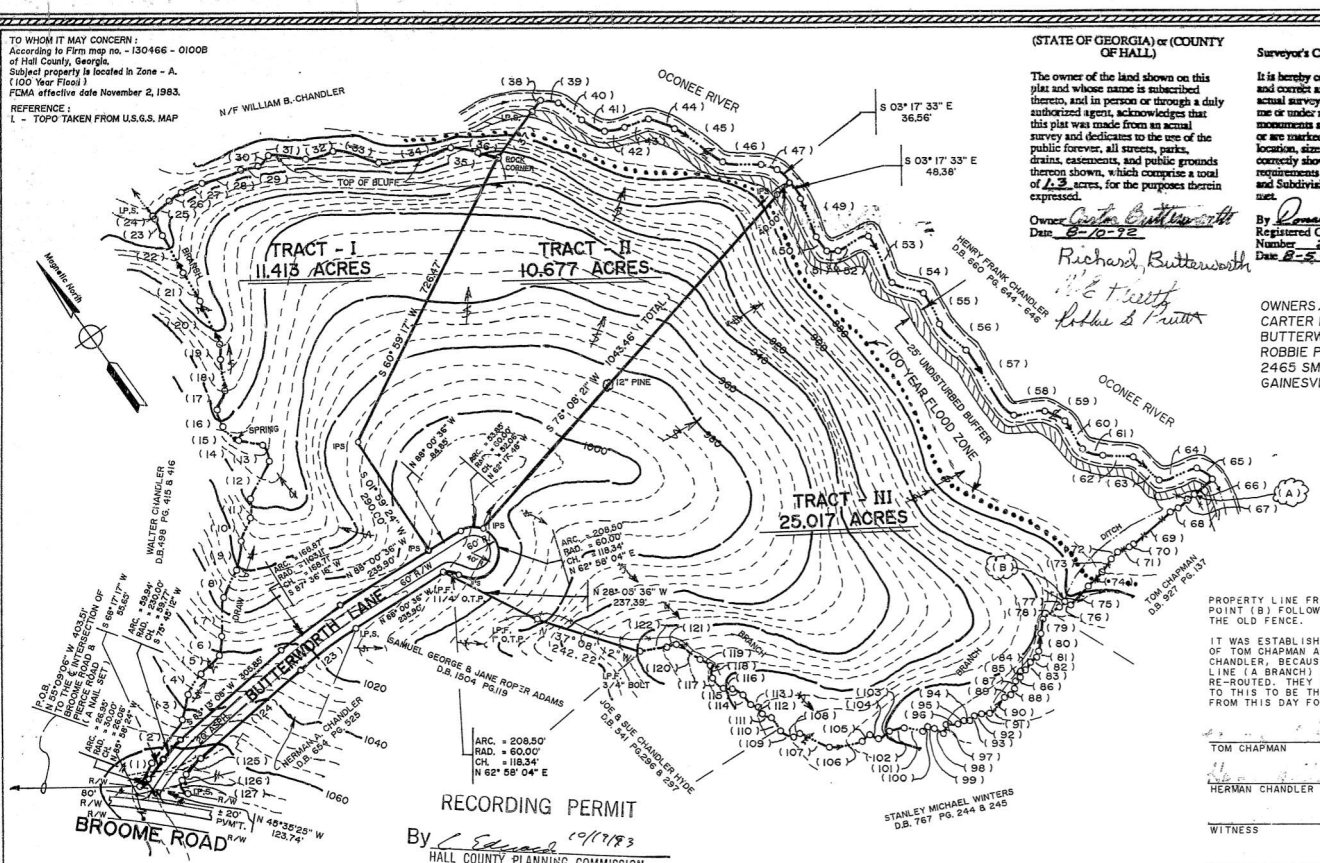
SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT). THE SCALE FACTOR FOR THIS SITE IS 0.99991836. (GRID DISTANCE/SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB78 (2017).
3. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 105 GPS EQUIPMENT USED FOR MEASUREMENT WAS A COMBINATION TRIZ DUAL FREQUENCY USING REAL-TIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK
4. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 29,134 FEET AND AN ANGULAR CLOSURE OF 00'00'33" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.C. & D.T.
5. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 131,464 FEET.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
7. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
8. THE FIELD SURVEY WAS CONDUCTED ON JULY 11TH, 2023.
9. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.U.F./UTILITY MAPS. SITES THERE MAY BE OTHER SURFACING UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

HALL COUNTY PLAT NOTES:

1. 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 MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).
2. IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.335.040)
3. THIS PROPERTY IS/IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA, COMMUNITY PANEL NO. 13043 0125 G, EFFECTIVE DATE DECEMBER 17, 2018. THIS DIVISION IS NOT A DETERMINATION OF FLOOD HAZARD STATUS. A DETAILED AND ACCURATE FLOOD DETERMINATION MAY SHOW A SMALLER OR LARGER AREA. THE BOUNDARIES OF THE FLOOD HAZARD BOUNDARIES ARE APPROXIMATE. MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
4. THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY FLOOD FLOOD ZONE PER HALL COUNTY GIS.
5. IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.150.190)
6. ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.45
7. ALL LAND DISTURBANCE OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.


RIGHT-OF-WAY PER PLAT SLIDE 287, PAGE 2144
BUTTERWORTH LANE
60' R/W
(20' ASPHALT SURFACE)
APPROXIMATE LOCATION 8" WATER MAIN
C.P.
1/2" R.B.F.
S/B
N 87°48'39" E 205.60'
(TIE LINE)
N 34°36'15" W
69.35'
(TIE LINE)
N 47°29'13" E
91.24'
CONCRETE DRIVE
18" C.M.P.
WOOD FENCE
WIRE FENCE
CHAIN LINK FENCE
METAL BUILDING
COOK
WOODEN SHED
W/F
HERMAN A. CHANDLER &
VICKIE L. CHANDLER
DEED BOOK 3336, PAGE 305
PLAT BOOK 55, PAGE 49
N 87°48'39" E 402.07'
OAK TREE
WOOD BULK & STOCK
CONCRETE SLAB
WOODEN SHED
WOODEN BUILDING
HOUSE
CONCRETE PAD
WOOD DECK
ROCK
WOOD FENCE
WOOD DECK
WOOD FENCE
WOOD FENCE
WOOD FENCE



TO WHOM IT MAY CONCERN :
According to Firm map no. - 130466 - 0100B of Hall County, Georgia.
Subject property is located in Zone - A. (100 Year Flood)
FCMA effective date November 2, 1983.

REFERENCE :
1. - TOPO TAKEN FROM U.S.G.S. MAP

(STATE OF GEORGIA) or (COUNTY OF HALL)

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever, all streets, parks, drains, easements, and public grounds thereon shown, which comprise a total of 1.3 acres, for the purposes therein expressed.

Owner Carter Butterworth
Date 8-10-92

Richard Butterworth
M. E. Pruett
Robbie S. Pruett

Surveyor's Certificate:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my 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 relevant requirements of the Hall County Zoning and Subdivision Regulations have been met.

By Donald Williams
Registered Ga. Land Surveyor
Number 2177
Date 8-5-92

OWNERS / DEVELOPERS :
CARTER BUTTERWORTH, RICHARD BUTTERWORTH, M. E. PRUETT & ROBBIE PRUETT.
2465 SMITH ROAD
GAINESVILLE, GEORGIA 30504

LEGEND

IPS	=	IRON PIN SET
IPF	=	IRON PIN FOUND
℄	=	CENTER LINE
R/W	=	RIGHT OF WAY
P.P.	=	POWER POLE
T.P.	=	TELEPHONE POLE
—P—	=	POWER LINE
—W—	=	WATER LINE
—G—	=	GAS LINE
—S—	=	SEWER LINE
—D—	=	STORM DRAIN LINE
—X—	=	FENCE LINE
L.L.L.	=	LAND LOT LINE
M.H.	=	MAN HOLE
F.H.	=	FIRE HYDRANT

NOTE :
The field data upon which this map or plat is based has a closure precision of one foot in 25,729 feet, and an angular error of 10" per angle point, and was adjusted using the compass rule.

Equipment used for measurement: angular : TOPCON (DTE - 30) linear : E.D.M. (TOTAL STATION)

This plat has been calculated for closure precision, and was found to be accurate within one foot in 197,912 feet.

HALL COUNTY ENGINEER APPROVED 10-19-93 HALL COUNTY, GEORGIA

PROPERTY LINE FROM POINT (A) TO POINT (B) FOLLOWS THE MEANDERS OF THE OLD FENCE.

IT WAS ESTABLISHED BY PERMISSION OF TOM CHAPMAN AND HERMAN CHANDLER, BECAUSE THE ORIGINAL LINE (A BRANCH) HAS BEEN RE-ROUTED. THEY BOTH HEREBY AGREE TO THIS TO BE THE PROPERTY LINE FROM THIS DAY FORWARD.

TOM CHAPMAN DATE

HERMAN CHANDLER DATE

WITNESS DATE

WITNESS DATE

RECORDING PERMIT
By [signature] 10/19/93
HALL COUNTY PLANNING COMMISSION

GEORGIA REGISTERED No. 2177 PROFESSIONAL LAND SURVEYOR DONALD WILLIAMS

GAINESVILLE-HALL COUNTY APPROVED 10/19/93 PLANNING DEPARTMENT

REVISED FEBRUARY 7, 1991
(CHANGED CALLS 126 - 128 TO REFLECT A 30' RAD. AT THE PROP. LINE - R/W INT.)

REVISED : FEBRUARY 22, 1993
(ADDED NOTE)

REVISED 10/29/91 ADDED ROAD AND DIVIDED INTO TRACTS.

ALONG THE MEANDERINGS OF THE DRAW AND THEN THE BRANCH TO THE TOP OF THE BLUFF

COURSE	BEARING	DISTANCE
1	N 61°53' 43" E	59.26'
2	N 69°29' 11" E	120.26'
3	N 47°42' 07" E	59.13'
4	N 66°44' 59" E	55.80'
5	N 79°08' 00" E	58.81'
6	N 42°01' 03" E	44.16'
7	N 38°01' 48" E	89.02'
8	N 60°18' 11" E	68.98'
9	N 44°12' 42" E	67.10'
10	N 56°23' 08" E	57.10'
11	N 35°33' 18" E	43.61'
12	N 61°21' 53" E	96.11'
13	N 13°12' 50" E	39.55'
14	N 43°39' 06" W	55.60'
15	N 13°03' 21" W	47.36'
16	N 16°50' 36" E	40.69'
17	N 56°26' 58" E	47.11'
18	N 27°24' 04" E	72.01'
19	N 32°36' 32" E	34.86'
20	N 11°01' 59" E	107.64'
21	N 04°45' 43" E	74.83'
22	N 06°50' 18" E	96.52'
23	N 11°11' 59" E	41.10'
24	N 01°47' 16" E	8.55'

NOTE :
ANY LOT HAVING FRONTAGE ON THE NEW SUBDIVISION STREET, SHALL HAVE A MINIMUM LOT SIZE OF 1.25 ACRES, AS PER HALL COUNTY CODE CHAPTER 16.12.070 SUBDIVISIONS.

ALONG THE TOP OF THE BLUFF TO A ROCK CORNER

COURSE	BEARING	DISTANCE
25	N 81°49' 58" E	50.24'
26	N 89°02' 35" E	33.31'
27	S 79°14' 38" E	50.30'
28	S 73°59' 38" E	92.20'
29	S 67°36' 32" E	40.07'
30	N 79°03' 33" E	34.07'
31	S 49°10' 11" E	84.36'
32	S 71°26' 31" E	63.94'
33	S 40°42' 49" E	106.77'
34	S 66°46' 30" E	166.00'
35	S 44°43' 30" E	62.63'
36	S 40°27' 24" E	48.03'

FROM THE ROCK TO THE CENTERLINE OF THE RIVER

COURSE	BEARING	DISTANCE
37	N 71°00' 00" E	129.53'
38	N 71°00' 00" E	32.34'

GENERAL NOTES :

1. - BUILDING LINE SETBACKS ARE :
FRONT --- 40 FEET FROM R/W OR MORE IF NEEDED TO BE AT LEAST 75 FEET WIDE AT THE BUILDING LINE
SIDE --- 15 FEET
REAR --- 25 FEET

2. - NO SEPTIC TANK LINES WITHIN 50 FEET OF BRANCH

3. - IRON PINS AND STAKES AT ALL CORNERS

ALONG THE CENTERLINE OF THE OCONEE RIVER

COURSE	BEARING	DISTANCE
39	S 45°45' 51" E	39.75'
40	S 18°14' 22" E	65.64'
41	S 27°49' 56" E	57.49'
42	S 66°11' 46" E	46.24'
43	S 74°36' 00" E	56.95'
44	S 33°58' 40" E	62.67'
45	S 19°59' 13" E	132.08'
46	S 51°02' 10" E	86.43'
47	S 37°06' 26" E	38.11'
48		
49	S 12°49' 23" W	93.86'
50	S 01°19' 58" E	39.87'
51	S 56°22' 18" E	25.46'
52	S 80°42' 20" E	75.44'
53	S 08°35' 17" W	118.36'
54	S 36°14' 01" E	74.12'
55	S 08°04' 30" W	79.26'
56	S 10°03' 30" E	84.47'
57	S 00°53' 18" E	183.23'
58	S 82°50' 54" E	70.18'
59	S 28°23' 42" E	50.82'
60	S 03°03' 50" W	75.02'
61	S 36°51' 16" E	47.70'
62	S 51°59' 39" E	68.50'
63	S 12°35' 56" E	78.84'
64	S 72°56' 11" E	89.68'
65	S 18°39' 50" E	42.97'

FROM THE CENTERLINE OF THE RIVER TO THE CORNER OF THE FENCE

COURSE	BEARING	DISTANCE
66	S 84°34' 00" W	53.28'

ALONG THE MEANDERINGS OF THE FENCE AS AGREED TO BY THE PROPERTY OWNERS

COURSE	BEARING	DISTANCE
67	S 84°34' 00" W	48.01'
68	N 82°06' 19" W	20.10'
69	S 83°41' 04" W	110.30'
70	N 88°44' 42" W	12.06'
71	N 79°12' 20" W	28.66'
72	S 77°06' 28" W	21.43'
73	S 70°03' 44" W	36.06'
74	S 78°23' 48" W	44.80'
75	S 77°38' 50" W	59.43'
76	N 25°13' 37" W	15.66'

ALONG THE CENTER OF THE BRANCH TO AN IRON PIN

COURSE	BEARING	DISTANCE
77	S 78°56' 40" W	17.46'
78	S 88°50' 33" W	46.31'
79	S 43°10' 56" W	33.28'
80	S 41°50' 55" W	40.65'
81	S 54°02' 43" W	14.77'
82	S 85°57' 27" W	17.57'
83	S 68°25' 11" W	21.40'
84	N 70°09' 28" W	10.63'
85	S 39°55' 32" W	13.64'
86	S 83°53' 27" W	14.00'
87	S 43°20' 58" W	17.37'
88	S 66°38' 21" W	16.42'
89	N 78°29' 23" W	15.15'
90	S 78°06' 17" W	49.71'
91	N 59°07' 18" W	18.25'
92	N 70°51' 30" W	16.77'
93	S 78°42' 08" W	14.92'
94	N 55°14' 31" W	13.15'
95	N 84°40' 36" W	15.28'
96	N 57°48' 23" W	26.91'
97	S 51°10' 19" W	21.41'
98	N 25°44' 27" W	23.61'
99	N 39°04' 04" W	15.31'
100	S 81°23' 41" W	15.65'
101	N 44°00' 42" W	42.28'
102	N 68°01' 30" W	34.07'
103	N 89°53' 18" W	30.17'
104	N 29°28' 11" W	21.29'
105	S 83°43' 09" W	22.78'
106	N 65°15' 00" W	74.75'
107	N 29°52' 13" W	73.46'
108	N 84°52' 01" W	16.26'
109	N 29°10' 22" W	32.56'
110	N 00°47' 56" E	36.56'
111	N 32°08' 51" W	22.23'
112	N 05°02' 02" E	17.90'
113	N 35°42' 36" W	18.18'
114	N 03°11' 50" W	27.62'
115	N 25°24' 04" W	28.04'
116	N 51°18' 05" W	20.64'
117	N 10°20' 20" W	33.55'
118	N 25°14' 37" E	28.83'
119	N 23°11' 06" W	26.87'
120	N 22°33' 33" W	83.53'
121	N 71°23' 05" W	22.25'
122	N 63°41' 35" W	61.26'

COURSE	BEARING	DISTANCE
RAD.: 1043.11'	TAN.: 80.00'	
LEN.: 159.69'	DELTA: 8°46' 17"	
123	S 87°36' 16" W	159.53'
124	S 83°13' 08" W	305.85'
RAD.: 170.00'	TAN.: 22.28'	
LEN.: 44.30'	DELTA: 14°55' 50"	
125	S 75°45' 12" W	44.17'
126	S 68°17' 18" W	1.46'
RAD.: 30.00'	TAN.: 45.52'	
LEN.: 59.29'	DELTA: 113°13' 44"	
127	S 11°40' 25" W	50.10'
RAD.: 5474.23'	TAN.: 34.31'	
LEN.: 68.68'	DELTA: 0°43' 08"	

Georgia, Hall County, Clerk Superior Court
Filed in office this 21st day of Oct
19 93 at 8:57 A.M. Recorded in Slide 287
Page 2 of 2
Brenda Knight Clerk

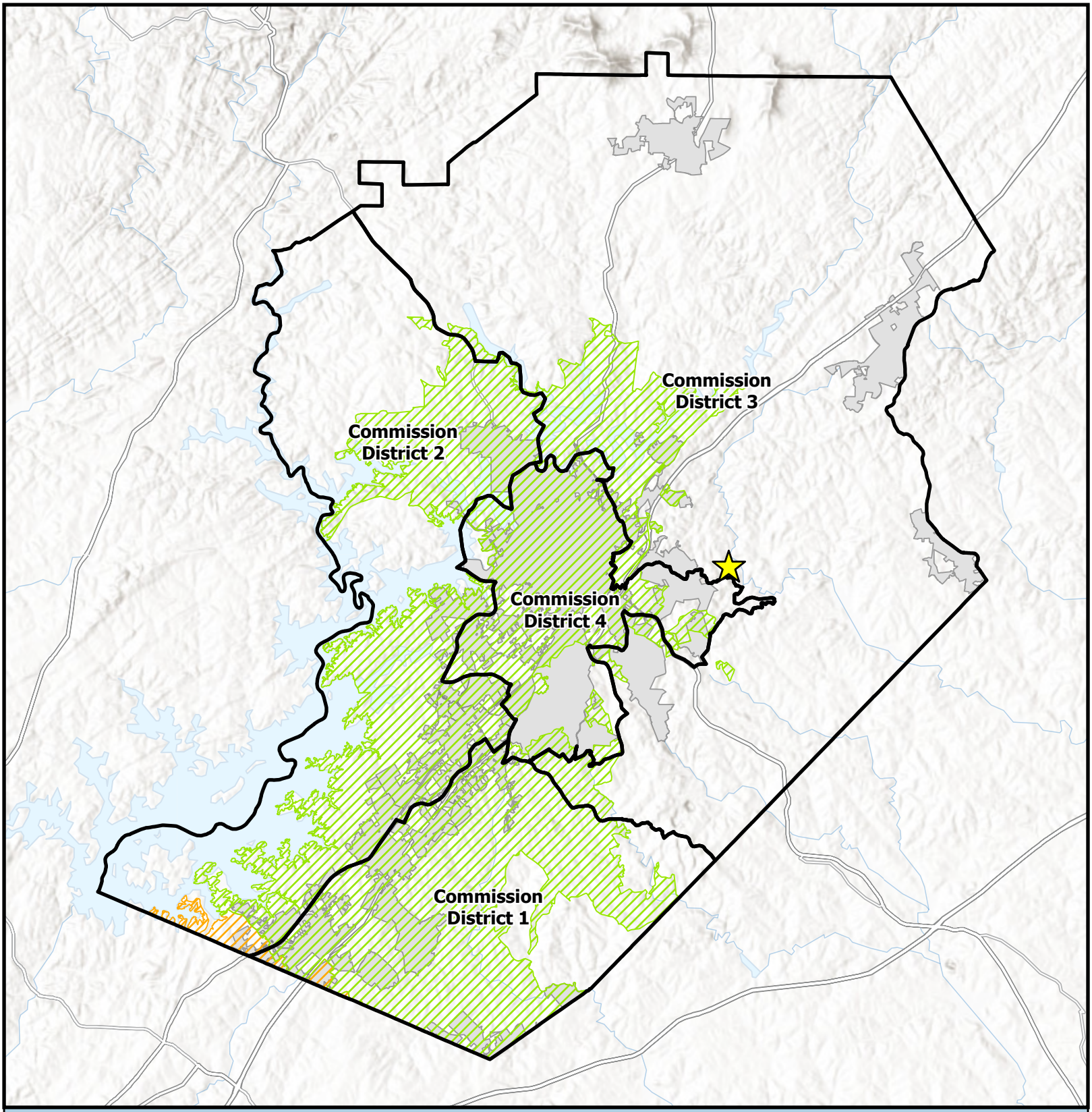
ALS American Land Surveyors
Professional Land Surveying Services
4606 Mc Ever Road
Gainesville, Georgia 30506

FINAL PLAT FOR :
CARTER BUTTERWORTH, RICHARD BUTTERWORTH, M. E. PRUETT & ROBBIE PRUETT

BOUNDARY SURVEY
0' 200' 400' 800'
GRAPHIC SCALE : 1" = 200'

SURVEYED BY: S.S.
DRAWN BY: C.E.J.
CHK'D. BY:

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=287&key2=214A&county=69&countyname=HALL&userid=891638&appid=28
1/1



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

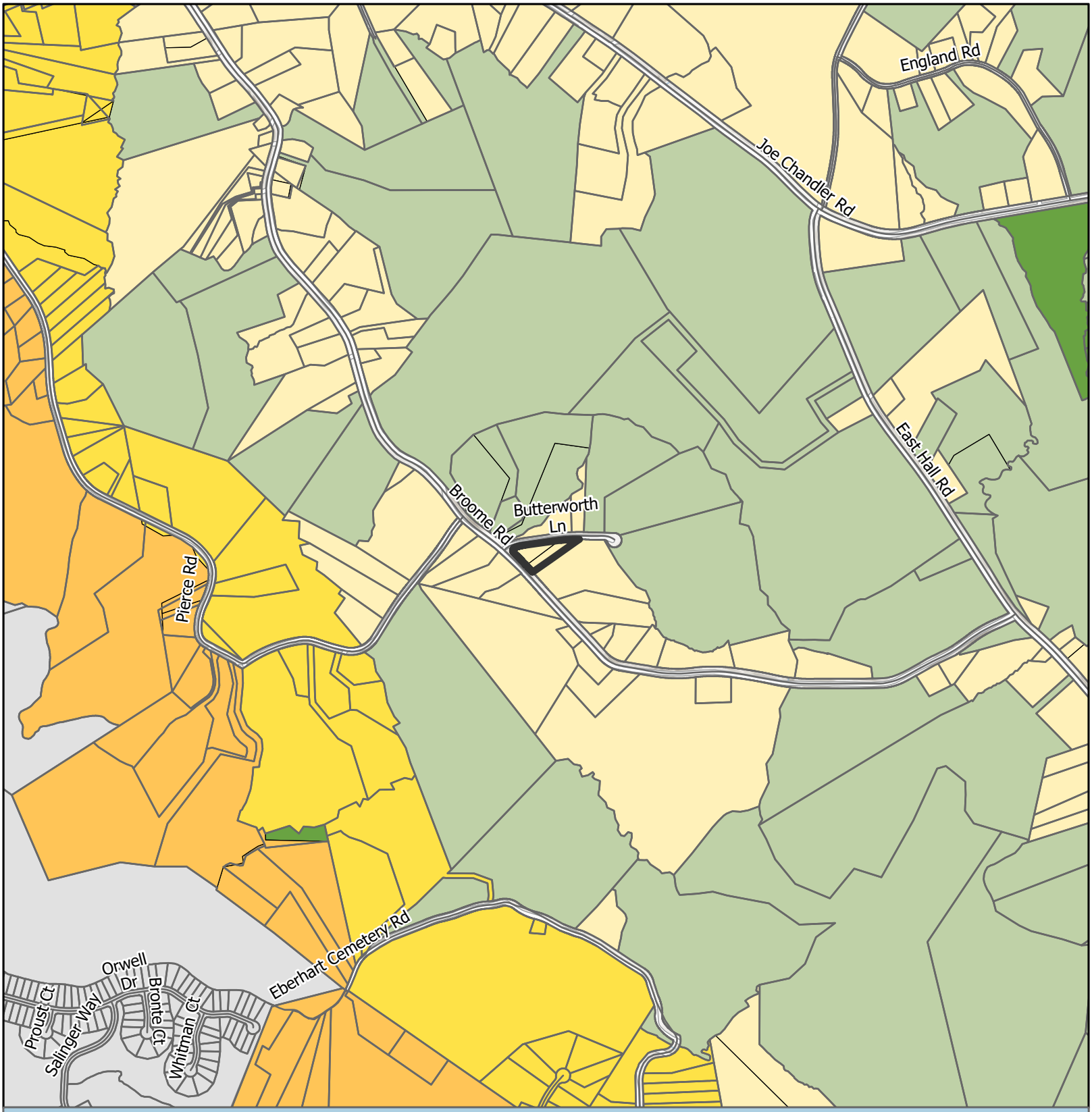
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Heather Chandler
Tax Parcel #: 15016 000001E
Location: 3131 Broome Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 7/31/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Greenspace - Conservation
- Rural Agriculture
- Rural Neighborhood
- Suburban Neighborhood, Low-Density
- Suburban Neighborhood, Medium-Density

Applicant: Heather Chandler
Tax Parcel #: 15016 000001E
Location: 3131 Broome Road
Commission District: 3

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

Date Prepared: 7/31/2026

Zoning Map

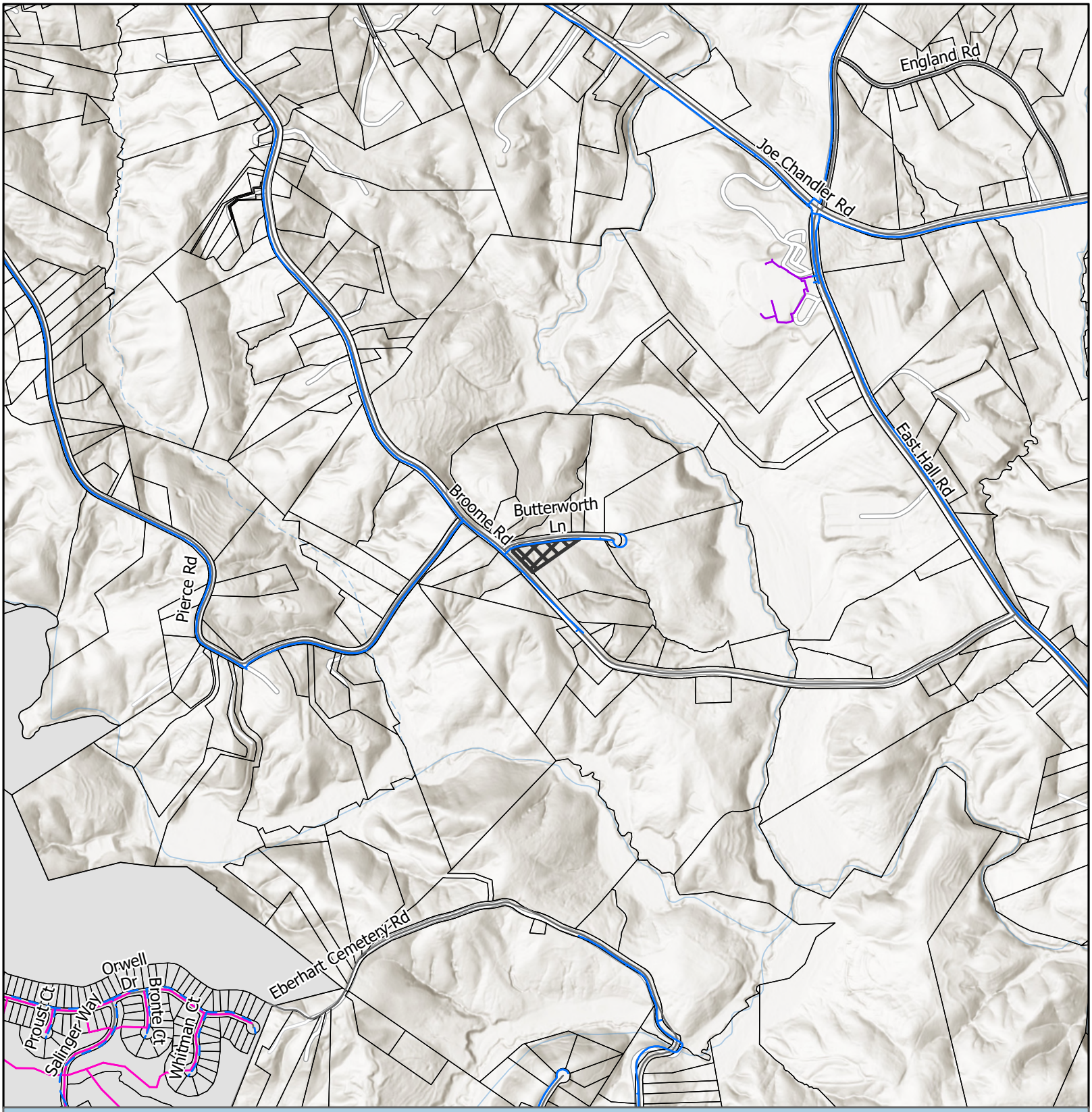
Subject Area
City Limits

Zoning
AR-1
H-B
R-1

Applicant: Heather Chandler
Tax Parcel #: 15016 000001E
Location: 3131 Broome Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 7/31/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Heather Chandler
Tax Parcel #: 15016 000001E
Location: 3131 Broome Road
Commission District 3

HALL COUNTY
GEORGIA
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Date Prepared: 7/31/2026

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	59.29'	50.10'	N 10°13'54" E	113°13'45"
C2	170.00'	44.30'	44.18'	N 74°18'41" E	14°55'54"
C3	1043.11'	159.69'	159.53'	N 86°09'45" E	8°46'17"

LINE	BEARING	DISTANCE
L1	N 66°48'49" E	1.46'

Site Plan & Aerial Map

Subject Area

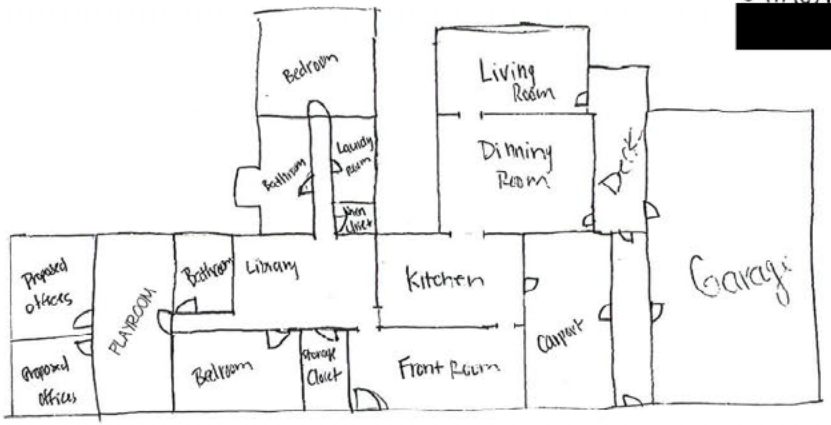
Applicant: Heather Chandler
Tax Parcel #: 15016 000001E
Location: 3131 Broome Road
Commission District 3

HALL COUNTY
GEORGIA
We have it *all* in Hall

Date Prepared: 7/31/2026

Proposed Floor Plan

Herman & Vickie Chandler
3131 Broome Rd
Gainesville, GA 30507
[redacted]



02336
0305

305

Herman Chandler
3131 Broome Rd
Gainesville, GA. 30507

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ — 0 —
Date 2-21-95
DWIGHT S. WOOD
Clerk Superior Court
By Ball Murphy

WARRANTY DEED

STATE OF Georgia COUNTY OF Hall

THIS INDENTURE, Made the 21 day of Feb, in the year one thousand nine hundred ninety five, between

HERMAN A. CHANDLER

of the County of Hall, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

HERMAN A. CHANDLER AND VICKIE L. CHANDLER

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ten and 00/100 dollars Love and affection and other good and valuable consideration———— ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN HALL COUNTY, GEORGIA, G.M.D. 411, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN STAKE ON THE NORTHEASTERLY RIGHT OF WAY OF BROOME ROAD, SAID PIN BEING LOCATED SOUTH 55 DEG.16' EAST 404.65 FEET FROM THE CENTERLINE OF PIERCE ROAD AT ITS INTERSECTION WITH BROOME ROAD; THENCE ALONG THE CENTERLINE OF A HOLLOW NORTH 62 DEG. 52' EAST 372.77 FEET TO A POINT; THENCE NORTH 48 DEG.00' EAST 246.16 FEET TO AN IRON PIN STAKE; THENCE SOUTH 45 DEG.22' EAST 459.00 FEET ALONG OTHER LANDS OF A.T. CHANDLER TO AN IRON PIN STAKE; THENCE NORTH 88 DEG.16' WEST 235.90 FEET TO AN IRON PIN STAKE; THENCE SOUTH 55 DEG.59' WEST 455.19 FEET TO AN IRON PIN STAKE ON THE NORTHEASTERLY RIGHT OF WAY OF BROOME ROAD; THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF BROOME ROAD NORTH 44 DEG.08' WEST 327.84 FEET TO AN IRON PIN STAKE, THE BEGINNING POINT.
LESS AND EXCEPT THAT PORTION OF SAID TRACT CONVEYED OUT BY DEED RECORDED IN DEED BOOK 1644, PAGE 194.

Georgia, Hall County, Clerk Superior Court
Filed in office, this 21 day of Feb.
1995 at 10:04 M. Recorded in Book 2336
Page 305 this 22 day of Feb., 1995
Dwight S. Wood
DWIGHT S. WOOD, Clerk
DD cash

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 whomsoever.

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

Signed, sealed and delivered in presence of:

J. W. Livingston
Rhonda J. Wright

Herman A. Chandler (Seal)
Herman A. Chandler
(Seal)
(Seal)

Notary Public, Hall County, Georgia
My Commission Expires Dec. 29, 1996.

Form 10-a (Rev. 10/89)
038-9-010-0/00

https //search gsccca org/Imaging/HTML5Viewer aspx?id 15009409&key1 2336&key2 305&county 69&countyname HALL&userid 797407&appid 4 1/1

FILED & RECORDED 07/10/2025 2:01 PM
DEED BOOK 9687 PAGES 56 - 60
FILING FEES: $25.00
PT61: 069-2025-002463 TRANSFER TAX: $0.00
RECORDED BY: TH
CLERK: Mark Pettitt Hall County, GA

Probate Court Return Mailing Address:

HALL COUNTY PROBATE COURT
Hall County Courthouse Annex
116 Spring Street
Gainesville, Georgia 30501

(Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA

IN RE:

VICKIE LYNN CHANDLER,
DECEASED

ESTATE NO. E-25-053

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to O.C.G.A. § 53-3-11)

DATE ORDER GRANTED: 07/07/2025

GRANTOR: *[Name of decedent]* VICKIE LYNN CHANDLER

GRANTEE: *[Full name of each person awarded year's support. The surviving spouse and/or all minor child(ren) of the decedent]*

HERMAN ALFRED CHANDLER

ADDRESS OF GRANTEE:

3131 BROOME ROAD, GAINESVILLE, GEORGIA 30507

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=89135738&key1=9687&key2=56&county=69&countyname=HALL&userid=891638&appid=4 1/1

Legal description of real property and interest therein:

All of Decedent's one half interest in real property located at 3131 Broome Road also known as Map and Parcel No. 15016 000001E further described as:

All that tract or parcel of land lying and being in in Hall County, Georgia, G.M.D. 411, and being more particularly described as follows:

Beginning at an iron pin stake on the northeasterly right of way of Broome Road, said pin being located south 55 deg. 16' east 404.65 feet frm the centerline of Pierce Road at its intersection with Broome Road: thence along the centerline of a hollow north 62 deg. 52' east 372.77 feet to a point; thence north 48 deg. 00' east 246.16 feet to an iron pin stake; thence south 45 deg. 22' east 459.00 feet along other lands of A.T. Chandler to an iron pin stake; thence north 88 deg. 16' west 235.90 feet to an iron pin stake; thence south 55 deg. 59' west 455.19 feet to an iron pin stake on the northeasterly right of way of Broome Road; thence along the northeasterly right of way of Broome Road north 44 deg. 08' west 327.84 feet to an iron pin stake, the beginning point.

Less and Except that portion of said tract conveyed out by deed recorded in Deed Book 1644, Page 194.

AND

All of Decedent's interest in real property located at 2311 Green Crest Drive also known as Map and Parcel No. 08007 006003 further described as:

Land Lot 7 if the 8th Land District of Hall County, Georgia, and being all of Lot 35, Section #2 of the Dixie Homes Subdivision, as shown by a revised plat of the Dixie Homes Subdivision, recorded in Plat Book 27, pages 66-67 of the Hall County Records, and as more fully shown on survey of the property of Bobby Forester, prepared by Farley-Collins & Associates, Registered Surveyors, dated September 25, 1964, recorded in Plat Book 32, page 162 of Hall County Records, and being more fully described according to said Farley Survey as follows:

BEGINNING at an iron pin corner on the northeasterly right-of-way of Green Crest Road, which beginning corner is situated in a southeasterly directions 131.3 feet from the intersection of the right-of-way Green Crest Road with the Southerly right-of-way of an unnamed street; and running thence from said beginning corner North 56 degrees 46 minutes East 125.8 feet to the iron pin corner; thence running South 39 degrees 29 minutes East 235 feet to corner at the center of Flat Creek; thence following the center line of Flat Creek in a Southwesterly direction to a corner, which corner bears South 22 degrees 45 minutes West 128 feet from the last named corner; then runing 43 degrees 05 minutes West along the right-of-way of Green Crest Road 208 feet to an iron pin corner; thence running North 39 degrees 05 minutes West along the right-of-way of Green Crest Road 100 feet to the point of beginning.

Original certificate delivered or mailed to clerk of Superior Court of HALL County on July 14th, 2025.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=89135738&key1=9687&key2=56&county=69&countyname=HALL&userid=891638&appid=4 1/1

Certificate prepared by:

SIGNATURE OF ATTORNEY
OR PETITIONER

State Bar # 940313

I do hereby certify that the above information is based on the order of the probate court issued on the date set out above.

By: _____
Clerk of the Probate Court

HALL COUNTY PROBATE COURT
Hall County Courthouse Annex
116 Spring Street
Gainesville, Georgia 30501

Probate Court Return Mailing Address

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=89135738&key1=9687&key2=56&county=69&countyname=HALL&userid=891638&appid=4 1/1

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: August 3, 2026

Subject: September 10, 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.

* 3131 Broome Rd, Chandler: Environmental Health approved the proposed addition in conjunction with the 4 bedroom septic relocation installation inspection performed on December 11, 2025 under septic permit OSC-10590.

Outlook

RE: Tentative Planning & Zoning items for September 10, 2026 Board of Commissioners Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Mon 8/3/2026 7:48 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Lynn Taylor (Planning) <ltaylor@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Kaitlyn,

Please see the below response in red.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

GDOT Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, July 31, 2026 9:16 AM
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Tentative Planning & Zoning items for September 10, 2026 Board of Commissioners Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see below for the tentative Planning & Zoning items for the September 10, 2026 Hall County Board of Commissioners Meeting. These materials have been distributed for review. Please submit any comments in a memorandum to Hall County Planning and Zoning. Be sure to include the applicant's name and the property address for each comment. Comments submitted late may not be included in the staff report.

PLEASE NOTE: These items will be discussed in next week's Development Review meeting.

Comments are due by **August 12, 2026**. Email comments to Lynn (ltaylor@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant** Off-system. No impacts expected to the State Highway System.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

HALL COUNTY
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Please note: Effective July 1, 2026, all open records requests should be submitted through Hall County's Next Request Portal (https://hallcountyga.nextrequest.com/).

Please note, as of July 13, Community Development and Infrastructure departments, including Planning and Zoning, will be back on the 3rd floor of the Hall County Government Center

Hall County Planning and Zoning does NOT accept wire transfers.

All payments must be made through the Accela Portal or in person. If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: August 14, 2026

Subject: September 10, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the September 10, 2026, meeting. Upon review, we provide the following comments.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic issues with the request to reduce the minimum setbacks.
- **Utilities:** This location is within the Gainesville- Hall County sewer district, but sewer infrastructure is not nearby.

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic issues with the request to allow the proposed house to be relocated to Hall County.
- **Utilities:** Property is located in the Gainesville-Hall County sewer district, but sewer infrastructure is not located nearby.

Hall County Government
FIRE RESCUE

HALL COUNTY
GEORGIA
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POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 8/3/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 9-10-2026 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 9/10//26 meeting. Upon review, we provide the following comments.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
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HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Cody Edwards, Interim Chief Building Official

Date: August 14, 2026

Subject: September 10, 2026

5391 Lawson Robinson Road | Special Use | to allow a site-built house more than seven years old to be moved into Hall County | on a 1.80± acre tract located on the east side of Lawson Robinson Road approximately 250 feet north of its intersection with W G Robinson Road | Zoned AR-1; Tax Parcel 10030 000028 | **Proposed use: Single-family residence** | Commission District 2 | **Meagan S. Gaillard, applicant**

- Permit was pulled (HRNEW26-0671) for "DEMO OF REMAINS OF 1975 M SYSTEMS INC CAMPER SMITH MANUFACTURED HOME WITH 2 BEDROOMS AND 1 BATHROOM NO ASBESTOS REQUIRED AS DEMO IS DUE TO FIRE". The demo inspection was scheduled for 07/13/2026 and passed as remaining structure was gone and BMPs were in place.
- An Engineer Report was provided from Southern Geotechnical Consultants pertaining to the structure located at 4620 Settingdown Road and was approved by Cody Edwards.
- There is currently a submission in Accela (HRNEW26-1165) for the home to be moved on the property as a residential single-family residence.
- Building Inspection has no further comments.

3131 Broome Road | Variance to Section 3.2 | to reduce the minimum yards | on a 1.43 acre tract located on the northeast corner of Broome Road and Butterworth Lane | Zoned AR-1; Tax Parcel 15016 000001E | **Proposed use: Residential addition** | Commission District 2 | **Heather Chandler, applicant**

- Permit was pulled (HRADD26-0088) for "*** RETROACTIVE *** MANUFACTURED HOME ADDITIONS: GARAGE ADDITION, LIVING ROOM ADDITION, BEDROOM & DECK COVERED PARKING SPACE, BASEMENT ADDITION TO INCLUDE LIVING ROOM FAMILY ROOM & BATHROOM, TWO STORY ADDITION TOTAL - 4 BEDROOMS, 2 DECKS *** NO ASBESTOS TESTING DONE ***.
- A total number of 4 Engineer Reports were provided from Southern Geotechnical Consultants pertaining to the retroactive building at the property. An in-office inspection was completed by Scott Thompson with the aid of the submitted engineer reports.

- Building Inspection has no further comments.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than 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 AUGUST 13, 2026 AND NO LATER THAN AUGUST 19, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 19, 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, HEATHER CHANDLER **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 8/18/2026 **for** HEATHER CHANDLER.
Date (Name application filed as)

Signature Heather Chandler
(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: HEATHER CHANDLER
REQUEST: REDUCE THE MINIMUM YARDS FOR A RESIDENTIAL ADDITION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: SEPT 10, 2026
Time: 6:00 PM.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: HEATHER CHANDLER
REQUEST: REDUCE THE MINIMUM YARDS FOR A RESIDENTIAL ADDITION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: SEPT 10, 2026
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 585/2026

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

Public Hearing to occur at the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: JW

Recommendation:
Conduct public hearing and approve.

Purpose of Request:

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

History:
This is an amendment to the Capital Improvements Element and Community Work program to include streets as an Impact Fee Category and to show where these fees can be utilized in existing planned projects outlined in the CWP. The CIE and CWP was previously approved on June 25, 2026. Having a CIE and CWP is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

Facts and Issues: **Options:**

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

Approvals:

Submit	Approve	Attorney	Administration

Submit	Approve	Attorney	Administration
KA	KA	JL	CR
Clerk			
JR			

Attachments:
Transmittal Resolution
Capital Improvements Element
Community Work Program

Hall County, Georgia

Resolution Transmitting an Amendment of the Capital Improvements Element and Community Work Program

WHEREAS, Hall County has prepared an amendment to its Capital Improvements Element and Community Work Program to provide for the imposition of development impact fees for streets and roads; and

WHEREAS, Hall County previously prepared, in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, an annual update to its Capital Improvements Element and Community Work Program; and

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Board of Commissioners of Hall County hereby authorize the transmittal of the amended Capital Improvements Element and Community Work Program, covering the five-year period from 2026-2031, to the Georgia Mountains Regional Commission for review in accordance with the Development Impact Fee Compliance Requirements and applicable requirements of the Georgia Planning Act, and certify that the required public hearing has been held.

Adopted this 10th day of September, 2026

HALL COUNTY BOARD OF COMMISSIONERS

By:_____
David Gibbs, Chairman

ATTEST:

_____
Jennifer Rivera, Commission Clerk
Hall County Board of Commissioners

APPROVED AS TO FORM:

_____

Justin Lawhon, County Attorney

HALL COUNTY	Annual Impact Fee Financial Report - 2024/2025								Draft as of 8.21.2026
Public Facility	**Libraries**	**Fire Protection**	**Sheriff's Patrol**		**Public Safety Facility**	**Parks/Recreation**	**Admin**	**Streets**	**CIE Prep**	**TOTAL**
Impact Fee Balance June 30, 2024**	$ 1,621,100.96	$ 107,822.51	$ 160,718.50		$ 418,367.02	$ 4,720,518.76	$ 299,157.35	$ -	$ (3,116.82)	$ 7,324,568.28
Impact Fees Collected (July 1, 2024 through June 30, 2025)	435,537.09	87,422.92	24,002.82		106,466.57	1,069,896.64	41,217.41	-	1,449.02	1,765,992.47
Interest Earned*	-	-	-		-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-		-	-	-	-	-	-
(Project Expenditures)	(325,000.00)	-	-		-	(844,167.63)	-	-	-	(1,169,167.63)
Impact Fee Fund Balance June 30, 2025	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ -	$ (1,667.80)	$ 7,921,393.12
Impact Fees Available	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ -	$ (1,667.80)	$ 7,921,393.12
Impact Fees Obligated	$ -	$ -	$ -		$ -	$ 134,753.70	$ -	$ -	$ -	$ 134,753.70
This annual report covers the last completed fiscal year - July 1, 2024 to June 30, 2025. The Hall County Impact Fee Program began April 10, 2003.										
There was no interest earned in FY 2025. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.										

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility: **Libraries**

Service Areas: **County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00		Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%		190,000.00	-	Complete
Collection Materials	2022	2023	200,000.00	100.000%		200,000.00	-	Complete
Collection Materials	2023	2024	225,000.00	100.000%		225,000.00	-	Complete
Collection Materials	2024	2025	325,000.00	100.000%		325,000.00	-	Complete
Collection Materials	2025	2026	325,000.00	100.000%		-	325,000.00	In Process
Collection Materials	2026	2027	360,000.00	100.000%		-	360,000.00	In Process
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
Estimated Future Year Collection Materials	2027	2029	646,638.05	100.000%		-	596,638.05	In Process
New East Hall Library	2025	2027	5,453,307.00	8.252%	SPLOST, State of GA Grant	-	450,000.00	Design Complete / Construction to Complete 2026 / 2027
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 17,551,714.05**			**$ 3,638,735.59**	**$ 1,731,638.05**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Denotes the amount of impact fee funds available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Fire Protection**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Fire Station #16	2012	2014	$ 1,408,338.00	12.725%	SPLOST	$ 179,216.50	$ -	$ -	Complete
Fire Station #17	2020	2024	6,705,795.00	0.000%	SPLOST	550,000.00	-	-	Complete
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-		Complete
Future Fire Training Center	2027	2029	20,000,000.00	0.976%	Capital Projects Fund - Fire Services / SPLOST	-	195,245.43		In Planning Phase
			-			-	-		
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 29,247,402.00**			**$ 729,216.50**	**$ 195,245.43**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2025 for Fire Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Sheriff's Patrol**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
South Hall Precinct	2014	2015	$ 979,000.00	21.9%	SPLOST	$ 168,626.24	$ -	Complete
Construction of New North Hall Precinct	2028	2030	4,500,000.00	4.1%	Capital / SPLOST	-	184,721.32	Not Started Yet; Planning Phase
Unidentified Projects			-			-	-	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 5,479,000.00**			**$ 168,626.24**	**$ 184,721.32**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Public Safety Facility**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
Expansion of Visitation Room^	2014	2017	$ 407,402.00	100.000%		$ 407,401.97	$ -	Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50	-	Complete
Expansion of Sheriff's Headquarters	2021	2022	1,113,741.00	26.936%	Capital Projects Fund	300,000.00	-	Complete
Construction of new Sheriff Training Facility	2024	2028	17,500,000.00	2.999%	SPLOST / Capital Projects Fund	-	524,833.59	Design Complete
Unidentified Projects	TBD	TBD	-			-	-	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 19,104,880.50**			**$ 791,139.47**	**$ 524,833.59**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Parks & Recreation**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Albert Banks Park (Field of Dreams	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02	-	-	Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13	-	-	Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02	-	-	Complete
Tadmore Park Renovation	2021	2023	1,824,421.51	19.693%	SPLOST	359,290.94	-	-	Complete
Alberta Banks Renovation	2022	2024	1,033,330.00	54.116%	SPLOST	559,192.25	-	-	Complete
Laurel Park Restoration	2022	2027	2,130,250.00	37.262%	SPLOST / Capital Projects	443,776.20	350,000.00	-	In process
AG Center Renovation	2022	2026	1,699,000.00	31.101%	SPLOST / Capital Projects	526,311.40	-	2,093.60	In process
Healan's Mill Park Construction	2022	2028	4,000,000.00	25.789%	N/A	332,240.66	646,216.00	53,117.00	In Design Phase
New Sidewalk - Butler Park	2025	2026	641,873.00	100.000%	N/A	562,329.90	-	79,543.10	In Process
Future South Hall Park / Senior Center	2025	2027	40,000,000.00	9.875%	SPLOST / Capital Projects	-	3,950,031.77	-	Planning Phase
Unidentified Projects	TBD	TBD	-				-	-	Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 55,611,365.53**			**$ 6,127,042.52**	**$ 4,946,247.77**	**$ 134,753.70**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2026 for Parks Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Administration**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
						$ -	$ -	
Unidentified Projects			-			-	340,374.76	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ -**			**$ -**	**$ 340,374.76**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Streets**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
Spout Springs Widening Phase II Construction	2032	2035	$ 51,400,000.00	TBD	TBD	$ -	$ -	ROW Acquisition Underway
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 51,400,000.00**			**$ -**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY
GEORGIA
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DIRECTOR
Katie G. Ahmed

Hall County

Community Work Program

The following section presents the Community Work Program (CWP) for Hall County. Relevant action items are identified within each component of the Comprehensive Plan as part of the implementation strategy.

The updated Community Work Program is provided to supplement the Impact Fee Update in accordance with the Georgia Department of Community Affairs (DCA) requirements. It was adopted as part of the minor Comprehensive Plan update approved in December 2024. The CWP is intended to document the status of each listed item.

The comments column of the CWP identifies accomplishments and provides status updates for each task. Items are noted as completed, ongoing, canceled, or postponed, along with a brief explanation. When applicable, the expected timeframe for completing the work task is also included.

Hall County 2024-2032 Community Work Program (CWP)					
Action Item	**Timeframe**	**Estimated Cost**	**Responsible Party**	**Funding Source**	**Notes**
Work with the Georgia Mountain Regional Commission (GMRC) and its participating counties to tackle regional issues with growth management	2025-2032	Staff Time	Planning & Development; GMRC	General Fund	Ongoing. Hall County Planning has partnered with GMRC to do a comprehensive plan update and ensure regional issues are considered in this plan.
Track the construction of new developments to ensure that growth is happening as projected and to update level of service projections.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County GIS has developed a dashboard to track approved rezonings, issued land disturbance permits, and issued building permits. This continues to be monitored and utilized in appropriate updates such as the level of service.
Establish regular communication with Hall County Schools to share data on new construction and population estimates so that educational facilities can be updated or added to accommodate projected enrollment.	2025-2032	Staff Time	Planning & Development; Hall County Schools	General Fund	Ongoing. The school system was added to our tentative packet group where they are notified of upcoming rezoning applications that may impact the school system.
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan	2025	$25,000	Planning & Development	General Fund	Completed. The UDC will continue to be refined as we evaluate its effectiveness for Hall County goals.
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review use and outdoor storage/display standards in the Gateway Corridor Overaly District to identify apporpriate locations and screening requirements	2025	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Complete.
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope. Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review existing regulations for impediments to special housing needs and oppoortunities such as senior housing, accessory dwelling units, and affordable housing	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Ongoing. Hall County will continue to evaluate this and suggest updates where appropriate.
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)	2025-2027	Staff Time	Planning & Development	General Fund	Part of UDC scope. Further evaluation continues to occur while Hall County is in a residential suspension with a completion date of August 2026.
Update Gateway Corridor Overlay District standards to help blend existing and new development in rural areas, particularly along US-129/Cleveland Highway and SR 365/Cornelia Highway	2025-2027	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate. Anticipated completion date of 2027.
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities	2026-2027	Staff Time	Board of Commissioners, County Staff, Citizens of Gainesville and Hall County	General Fund	Ongoing. Hall County will consider these recommendations for implementation through its ongoing effort to make major UDC updates through 2027.

Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. This continues to be a consideration in all Hall County UDC and Comp Plan updates
Develop design guidelines that reflect the Quality Development Strategies shown in the plan that inform standards for landscaping, connectivity, site design, amenities, etc.	2026-2027	$50,000	Planning & Development; Consultant	General Fund	Ongoing. Hall County will continue to evaluate these standards and propose amendments to the UDC for implementation purposes.
Create a small area study for the Inland Port area	2025-2027	$200,000	Planning & Development, Consultant	General Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Conduct a small area plan for the Sardis Connector that could be used as a basis for the development of a zoning overlay to guide future land use decisions as the corridor develops.	2026-2027	$50,000	Planning & Development, Consultant	General Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Housing					
Coordinate and discuss affordable/workforce housing-related needs and initiaitves with the cities, Habitat for Humanity, and other public or private stakeholders	2025-2032	Staff Time	Board of Commissioners, Joint Municipal Association, Habitat for Humanity, County Administration, Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate these opportunities and propose amendments to the UDC where appropriate.
Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program	2025-2026	Staff Time	Planning & Development	General Fund	Complete. The County is directly involved with the GICH program.
Continue to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate these existing regulations and propose amendments to the UDC where appropriate.
Conduct an affordability study that examines the existing house inventory, housing market, and housing needs in Hall County to develop policy that reflect the needs and priorities of all members of the community.	2025	$100,000	Planning & Development, Consultant	General Fund	Complete. This was conducted as part of the 2024 comprehensive plan update.
Establish affordability incentives for new development as part of the affordability study.	2025	$100,000, Staff Time	Planning & Development, Consultant	General Fund	Complete. This was conducted as part of the 2024 comprehensive plan update.
Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with home repairs/rehabilitation and to provide affordable housing opportunities.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to identify grant opportunities and apply as eligibility criteria are met.
Create an affordable housing task force with developers, banks, and housing advocates.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. A housing task force is established and is continues to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.
Infrastructure Maintenance & Expansion					
Sardis Road Connector – SR 60/Thompson Bridge Road to Sardis Road/Chestatee Road	2025-2028	$85,619,201	**GDOT**/GHMPO	HB 170; SPLOST	GH-016; PI 003626 **Currently under construction – estimated open to traffic date is 2027/2028.** **SPLOST (complete): $27,647,764** **HB 170: $57,971,437**

Widening of SR 11/US 129 from Lakeview Street to south of Nopone Road (Phase I)	2025-2029	$86,386,207	**GDOT**/GHMPO	HB 170	GH-020A; PI 122060 **Construction set for FY 2026. Estimated open to traffic date 2028.** **No Hall County local funding expected.**
Widening of SR 211/Old Winder Highway From SR 53/Winder Highway To SR 347/Friendship Road	2027-2029	$147,698,585	**GDOT**/GHMPO	HB 170	GH-025; PI 007233 **Construction set for FY 2029, estimated open to traffic date of 2031.** **No Hall County local funding expected.**
Widening of SR 60/Candler Rd.– From south of I-985 to SR 124	2027-2031		**GDOT**/GHMPO	GDOT	GH-111**A & GH111B** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
East-West Corridor Study / (Northern Bypass Study)	2028-2029	$110,000	GHMPO	Parks & Leisure Fund / **Public Works**	Potential study on hold until Sardis Connector is complete, per Hall County Admin.
Widening of I-985 From I-85/Gwinnett to SR 53/Mundy Mill Road	Unknown	$169,504,413	**GDOT/ GHMPO**	**TBD**	**GH-120; PI 0014130** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Lakeview Street to S of Nopone Road, Phase I	Unknown			**TBD**	**Repeat project – delete**
Widening of US 129/Cleveland Highway - Brittany Court to S of Lakeview Street, Phase II	2028-2030	$36,000,000	**GDOT/ GHMPO**	**HB 170**	**GH-020B; PI 0016862** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Limstone Parkway to N of Brittany Court, Phase III	2028-2030	$48,468,238	**GDOT/ GHMPO**	**HB 170**	**GH-020C; PI 0016863** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
SR 365/Cornelia Highway At Howard Road - New Interchange	2025-2027	$27,927,892	**GDOT/ GHMPO**	**HB 170**	**GH-133; PI 0016074** **Under construction. Expected open to traffic date is 2027/2028.** **No Hall County local funding required.**
Widening of SR 369/Browns Bridge Road From SR 53/McEver Road To Forsyth County Line	Unknown	$61,280,557	**GDOT/ GHMPO**	**HB 170**	**GH-018; PI 0013626** **Construction scheduled for 2034. Expected open to traffic date is 2036.** **No Hall County local funding expected.**
Widening of SR 11/US 129/Cleveland Highway From North of CR 65/Nopone To SR 284/Clarks Bridge Road	Unknown	$52,495,154	**GDOT/ GHMPO**	**HB 170**	**GH-035; PI 0014129** **Construction scheduled for 2040. Expected open to traffic date is 2042.** **No Hall County local funding expected.**
Widening of SR 60/Thompson Bridge Rd From SR 136/Price Rd to CR 158/Yellow Creek Rd in Murrayville	2027-2029	$138,652,259	**GDOT/ GHMPO**	**HB 170**	**GH-038; PI 132610** **Construction scheduled for 2030. Expected open to traffic date is 2032.** **No Hall County local funding expected.**
White Sulphur Rad Realignment (New Roadway)	2029	$5,800,000	Hall County	**SPLOST, EDA, GDOT**	Complete
Widening of Spout Springs Road Phase II From Union Circle to South of Thompson Mill Road	2032	$51,400,000	Hall County	**SPLOST, GDOT, Impact Fees**	Impact Fees to be used for construction when implemented by Hall Co.; Also pursuing state/federal funding for construction ;project currently in ROW acquisition
Widening of McEver Road from SR 347/Lanier Islands Parkway TO CS 537/Gainesville Street/Jim Crow	2029	$5,700,000	Hall County	**SPLOST, GDOT**	TSPLOST did not pass therefore this project remains unfunded

Widening of Cagle Road improvements	2029	$4,000,000	Hall County	**SPLOST, GDOT**	Complete
Resurfacing of Access Road to Laurel Park (Old Cleveland to End)	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Sloan Mill Road/Schubert Road roundabout	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Little Five Points (Belton/Skits Mtn/Lula)	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Mount Vernon/Rilla Road Intersection Improvement	Unknown	$3,000,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Mount Vernon/Jim Hood intersection improvements	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at McEver Road and Lights Ferry intersection	Unknown	$2,500,000	Hall County	**SPLOST**	Under construction
Railroad crossing improvements at West Ridge Road near Short Street	Unknown	$1,870,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Ed Cobb wooden bridge replacement	Unknown	$5,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
County-wide roadway pipe replacemernt	2027-2029	$10,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Resurfacing of access Road to Laurel Park (Old Cleveland to End)	Unknown	$1,500,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
County-wide resurfacing program	2025-2032	$12,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management	2025-2026	Staff Time	Engineering	General Fund	Complete – GA Stormwater Manual and Hall County regulations allow for both LIP and green infrastructure.
Construct and operate a new regional material recycling facility (MRF)	2025-2027	TBD	Engineering, Public Works & Utilities	Landfill, SPLOST	Ongoing – In Solid Waste Mater Plan and HC CIP (FY 28-30).
Continue to seek innovative approaches to landfill operations to extend its life	2025-2032	TBD	Engineering, Public Works & Utilities	Landfill	Ongoing – Major modification to Landfill Permit ongoing for increased elevation and removal of terracing. Also, acquired equipment for improved compaction.
Continue to implement and update the *Sewer Master Plan and Rate Study.*	2025-2032	Staff Time	Engineering, Public Works & Utilities	Water & Sewer Fund	Sewer Maste Plan updated ongoing.
Study the feasibility of future sewer extensions in strategic areas SR 60/Athens Highway to support commercial and industrial growth along the corridor going into both Gainesville and Jackson County.	2026-2027	TBD	Engineering, Public Works & Utilities, Consultant	General Fund	Ongoing – Partially addressed by Pond Fork Phase 1 project which will be completed end of 2026. Improvements in this area is also being contemplated by Sewer Master Plan Update.
Use data from corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port	2025-2026	TBD	GHMPO	GDOT	Ongoing – Hall County completed White Sulphur Rd. Phase 1 improvements, Phase 2 ongoing. GHMPO will also be performing a Freight Study in FY 28.
Use the future land use map along with development data to guide future planning for sewer infrastructure projects.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Ongoing – Sewer Master Plan Update ongoing, will use latest Comprehensive Master Plan to guide future improvements.

Continue intergovernmental coordination with Hall County City and Town governments on issues related to transportation, water, and sewer.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Transportation – GHMPO continually coordinates (ongoing).
Adopt the Department of Community Affairs' Broadband Model Ordinance to apply for a Broadband Ready Community Designation.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Not Started – HC to continue evaluating.
Update Impact Fee Program and Amend Capital Improvements Element (CIE)	2025-2032	TBD	Planning & Development, Finance	Impact Fees	Ongoing – Recommended Impact Fees developed and will be presented to BOC for approval in 2026.
Parks & Recreation					
Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.	2025-2032	Staff Time	Parks & Leisure; Hall County Schools	General Fund, Grants	Ongoing
Prioritize East Hall and the Chestnut Mountain/Candler areas for new park land.	2025-2032	Staff Time	Parks & Leisure	General Fund, Grants	Ongoing. For Chestnut Mountain/Candler areas, no funding for land acquisition has been identified.
Acquire additional land to expand Cool Springs Park, North Hall Park, and East Hall Park.	2025-2032	TBD	Parks & Leisure	TBD	Ongoig: Cool Springs – additional land not currently needed as significant portions of this property are undeveloped. North Hall Park – expansion of this park has not been considered. Further research needed. East Hall Park – acquisition of parcel(s) to connect East Hall Park to Cedar Creek Reservoir mentioned as a strategic goal in Parks Facilities Master Plan, but has not yet been pursued. Cedar Creek Reservoir is leased from City of Gainesville, with management rights set to revert to city in 2031. Administration has led conversations to extend lease, but nothing has been finalized, to my knowledge.
Acquire an additional 1,000 acres of park land to build 30+ new parks.	2025-2032	TBD	Parks & Leisure	TBD	Off track but ongoing efforts: Between new, re-opened and currently planned parks (since 2019): • total additional acreage = 628. • Total additional parks: 11 • Potential to add up to 12 additional USACE locations with total acreage of 425. These properties are currently under assessment to determine recommended long-term plan • If all 12 are absorbed by county, we will exceed the recommended acreage but be short of stated goal by seven parks.
Create incentives to fund new park facilities through private redevelopment.	2025-2032	TBD	Parks & Leisure, Private Developers	TBD	Ongoing: • Created “Friends of Hall County Parks” fund with North Georgia Community Foundation. Pathway for charitable, tax-deductible giving • Evaluating other opportunities • Tax Allocation Districts a potential tool used by other municipalities; further research/education needed
Construct new park at South Springs with new sports fields and senior center	2025-2029	TBD	Parks & Leisure	General Fund	Ongoing: •Park land identified •Master Plan complete •Funding for senior center and adjacent amenities (trails, pickleball courts) has been identified. •Sports fields included in master plan, but funding not yet identified
Conduct a 10-year update to the Parks & Facilities Master Plan.	2028	$200,000	Parks & Leisure, Consultant	General Fund	On track: Scheduled to occur 2028-2029
Greenspace					
Update the tree ordinance	2025-2027	Staff Time	Planning & Development, Consultant	General Fund	Ongoing. Scheduled for 2027 UDC edits.

Evaluate and promote options for the permanent conservation of land	2025-2032	Staff Time	County Administration; Parks & Leisure; Vision 2030 Greenspace Committee	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a new full-time County staff position and division to promote and implement greenspace recommendations and to liaise with Vision 2023 Greenspace Committee.	2025-2032	TBD	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Requested as part of 2027 fiscal year budget, to recruit a staff under Planning and Zoning Department.
Strengthen partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Collaborate with the newly formed North Georgia Land Trust to acquire new land for greenspace preservation and expand green infrastructure.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Create a process that identifies land for permanent protection based upon its recreational, ecological, environmental, aesthetic, cultural, historic, or agricultural value. Identify land using this process and begin implementation measures that assure protection of the land identified	2025-2032	Staff Time	County Administration; Parks & Leisure, Vision 2030 Greenspace Committee, North Georgia Land Trust	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a dedicated Greenspace Acquisition Fund using SPLOST funding and other funding tools.	2025-2032	Staff Time	Parks & Leisure	SPLOST, General Fund, Developers	No started.
Create a nature preserve at Glade Farm.	2028-2031	TBD	Parks & Leisure, Consultant	General Fund, Grants	Not started.
Resource Conservation					
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan	2025-2032	Staff Time	Engineering	General Fund	Ongoing. Engineering Dept. prepares an audit every 5 years as well as an annual report to EPD.
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.	2025-2032	Staff Time	Engineering	Water & Sewer Fund	Ongoing. Engineering maintains its NPDES permit with EPD requiring an annual report and renewal of a Stormwater Management Plan every 5 years. Local ordinances in place (septic tanks, stormwater) that address local water quality.
Promote public awareness of annual community and lake clean-up events	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, Keep Hall Beautiful	General Fund	On track. Additional groups include Elachee Nature Science Center, Chattahoochee Riverkeeper, and Vision 2030 Greenspace Committee. Concensus it to leverage their collective stength, networks and expertise for greater impact.
Leverage SPLOST funds to address shoreline erosion on Lake Lanier	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, DNR, USACE, Private donors	General Fund, SPLOST	Not started.
Partner with and promote local recycling initiatives and events	2025-2032	Staff Time	Board of Commissioners, Hall County Schools, Keep Hall Beautiful	General Fund	Ongoing. Parner wtih Keep Hall Beautiful, Georgia Recycling Coalition, Hall County Schools
Partner with Gainesville on pollution prevention activities and public outreach	2025-2032	Staff Time	Board of Commissioners, City of Gainesville	General Fund	Not started.
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.	2025-2032	Staff Time	Engineering, USDA National Resources Conservation Office	General Fund	Not started.

Leverage greenspace, conservation easements, zoning, and buffers as instruments to provide watershed protection to Lake Lanier and its tributaries.	2025-2032	Staff Time	County Administration	General Fund	Ongoing through site development standards.
Partner with a University of Georgia Cooperative Extension Office to promote sustainable agricultural practices.	2025-2032	Staff Time	County Administration, University of Georgia	General Fund	Ongoing. UGA actively works with local farmers and landscape maintnant companies to encourage sustanable practics. Opportunity to support UGA in grant applications to assist farmers and ranchers with capital improvements that would reduce run-off.
Multi-Modal Transportation					
Prioritize sidewalk and street lighting needs based on frequency of use.	2025-2032	Staff Time	GHMPO and County Staff	General Fund	Ongoing – discussion needs to be had with GHMPO about the possibility of doing more sidewalk inventory across the County and try to get pedestrian counters installed to document frequency of use.
Coordinate with City and Town efforts to build and connect multi-modal infrastructure.	2025-2032	Staff Time	GHMPO, County and City Staff	General Fund	Ongoing – collaboration between jurisdictions continues to expand the Highlands to Islands trail network, which is the spine of bicycle/pedestrian infrastructure in Hall County.
Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage developers to construct trail systems within a half-mile of mixed-use projects.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage connections to activity centers within the Cities and Towns.	2025-2032	Staff Time	Hall County	General Fund	Ongoing
Examine how County and City/Town parks can be connected through new trails.	2025-2032	Staff Time	Hall County	General Fund	Complete – the GHMPO Bicycle/Pedestrian Plan was completed in 2025 and provided the community with a roadmap to connectivity across jurisdictions.
Continue building the Highlands to Islands Trail Network	2025-2032	$14,000,000	GHMPO, County and City Staff	General Fund, TSPLOST	Developer contribution as part of zoning or development conditions of approval where possible
Implement projects from the 2014 Bicycle and Pedestrian Plan	2025-2032	TBD	Engineering	General Fund, SPLOST	Ongoing – GHMPO adopted a new Bicycle/Pedestrian Plan in 2025, which replaced the 2014 plan. This plan includes various trail and sidewalk connectivity projects to be implemented over the coming decades.
Implement projects from the 2019 South Hall Trail Study	2025-2032	TBD	Engineering	General Fund, SPLOST	Ongoing – the Tumbling Creek Trail is complete. Other projects are underway, such as the downtown Flowery Branch trails (Phases I & II). The new Trail Study (UNG to McEver Road) is scheduled to be adopted in May and will replace the recommendations made in the South Hall Trail Study.
Adopt a complete streets policy.	2025-2032	TBD	Hall County	General Fund	Not started – GHMPO staff will work with Hall County Public Works to mirror the Complete Streets Policy that was adopted by GHMPO and other local jurisdictions.
Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.	2026-2029	TBD	Hall County	General Fund	Not started
Saftey & Security					
Establish benchmarks to assist in setting measurable and attainable goals for decreasing the level of crime in Hall County.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - FBI crime data explorer data as of August 2025 shows overall crime data for the Hall County Sheriff's Office is down 13.5 % from 2023 to 2024.We had less calls for service in FY 2025 compared to 2024. Priority calls for service had a faster response time in 2025 than 2024.
Continue to monitor crime statistics and make them easily accessible to the public.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The most universally recognized crime statistics source is the FBI crime Data Explorer. This is readily available online to anyone who desires to view it.

Ensure that new developments are accessible for emergency vehicles.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing - Our fleet managers remain actively involved with companies which produce and develop law enforcement vehicles and equipment. They attend the annual fleet expo to keep informed of the best and safest products. We strive to secure annual funding to keep our fleet modern and safe.
Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing - The Sheriff's Office constantly reviews the latest developments in law enforcement techniques. We attend annual conferences on methodology, technology and equipment as it relates to the newest law enforcement techniques and products.
Create a plan for long-term capital investments to fund new public safety facilities.	2025-2027	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - We continuously work in cooperation with County Administration to prioritize projects (e.g., new training center, renovations, technology upgrades) and develop a phased timeline. We strive to identify diverse funding sources such as local taxes, bonds, state and federal grants, and public-private partnerships.
Establish a Citizens Advisory Committee on public safety.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - Members of our agency participated in approximately 90 community / special events in 2025. This included larger events, such as ADVANCE Camp and the Sheriff's Citizens Academy, as well as smaller focused events.
Assess the ability to form a Neighborhood Watch program, with the assistance of the Sheriff's Office Public Information and Community Services Unit.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The Sheriff's Office has had a neighborhood watch program for over 30 years. We currently have 69 registered Neighborhood Watch Programs (NWP) in Hall County and continue to develop the program.
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates	2025-2032	Staff Time	Engineering	General Fund	Not started.
Fire Station #17	2024	$3,385,846	Fire	Impact Fees, SPLOST	Completed. Fire Station 17 was opened in May 2024 and built with SPLOST VII and SPLOST VIII funds, as well as Impact Fees and Capital Projects. It is located at 5719 Holiday Road in Buford.
Fire Station #18	2025-2030	$3,385,846	Fire	Impact Fees, SPLOST	postponed. This station is proposed to be on the 365 corridor.
Fire Apparatus for Station #18	2025-2030	$1,133,269	Fire	Impact Fees, SPLOST	postponed. This station is proposed to be on the 365 corridor.
Economic Development					
Prepare and update county-wide Economic Development Plan	2025-2032	Staff Time	Greater Hall Chamber of Commerce	General Fund	On track. GHCC prepares the annual county-wide Economic Development Report.
Collaborate with the City of Gainesville on a Tax Allocation District for Atlanta Highway from exit 17 on I-985 to Browns Bridge Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing - This area is partially located within the Westside TAD but only extends from Browns Bridge Road to the intersection of Atlanta Hwy and Hilltop St.
Collaborate with the City of Gainesville on a Tax Allocation District for Athens Highway from Martin Luther King, Jr. Blvd to Gaines Mill Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing - A TAD or Opportunity Zone never approved by DCA but was identified as Subarea 1 within the Urban Redevelopment Plan.
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives	2025-2032	Staff Time	Board of Commissioners, County Administration, Greater Hall Chamber of Commerce	General Fund	Ongoing. County representative participate in multiple committees at GHCC.
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county	2025-2032	Staff Time	Board of Commissioners, County Administration	General Fund	Ongoing. Hall County Convention & Visitor's Bureau
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway	2025-2027	Staff Time	Board of Commissioners, Greater Hall Chamber of Commerce	General Fund	Complete. The entirety of Chicopee Mill Road along Atlanta Highway within Gainesville and Hall County, is within Hall County's census tract 13.04. Hall County's census tract 13.04 is a Less Developed Census Tract for 2025 and 2026.

Prepare a Historic Preservation Plan	2025-2032	$40,000	Planning & Development, Greater Hall Chamber of Commerce	General Fund	Not started.
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Convention and Visitors Bureau, County Administration	General Fund	Not started.
Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.	2025-2026	**GDOT**	**GDOT**	**GDOT**	Completed by GDOT
Create a placemaking strategy that integrates public art into economic development projects	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Planning & Development	General Fund, Grants	Not started.

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 601/2026

SUBJECT: Consideration of resolutions to amend the Code of Ordinances of Hall County with regard to Appendix A: Unified Development Code (UDC), specifically Articles 1, 2, 4, 5, 6, 7, 8, Sections 11.5, 11.1, 11.2.1, 11.2.6 and Appendix I: Plan Review and Inspection Fee Schedule.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: KA

Recommendation:
Approve.

Purpose of Request:
Consideration of resolutions to amend the Code of Ordinances of Hall County with regard to Appendix A: Unified Development Code (UDC), specifically Articles 1, 2, 4, 5, 6, 7, 8, Sections 11.5, 11.1, 11.2.1, 11.2.6 and Appendix I: Plan Review and Inspection Fee Schedule.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KA	KA	JL	CR
Clerk			
JR			

Attachments:

Resolution (Article 1)
Resolution (Article 2)
Resolution (Article 4)
Resolution (Article 5)
Resolution (Article 6)
Resolution (Article 7)
Resolution (Article 8)
Resolution (Section 11.1)
Resolution (Section 11.2.1)
Resolution (Section 11.2.6)
Resolution (Section 11.5)
Resolution (Appendix I)
Public Comment - from Ari Mathe
Public Comment - from Parker Lyons
Public Comment - from Danielle Sterner
Public Comment - from Holly Williams
Public Comment - from Holly Williams 2
Public Comment - from Greg Rutledge
Public Comment - from Alex Fernandez
Public Comment - from Aaron Scholl

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 1—INTRODUCTORY PROVISIONS

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 1 of the UDC establishes the introductory provisions of the Unified Development Code, including the zoning districts applicable within Hall County; and

WHEREAS, Table 1.1 of Article 1 identifies the zoning districts established under the Unified Development Code and provides for the transition from zoning classifications existing prior to adoption of the UDC; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 1 and recommended revisions to Table 1.1 to reflect the establishment and modification of zoning districts resulting from amendments to other provisions of the Unified Development Code; and

WHEREAS, the proposed amendments revise Table 1.1 to reflect the County's updated zoning district classifications, including the establishment of new residential zoning districts and revisions relating to Planned Development Districts, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Table 1.1 of Article 1 of the Hall County Unified Development Code is hereby amended by deleting the existing Table 1.1 in its entirety and substituting in lieu thereof the revised Table 1.1 attached hereto as **Exhibit "A,"** which is incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 1 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit "A"

Sec. 1.3. Zoning Districts

1.3.1. Establishment of Districts

For the purpose of these regulations, the area of jurisdiction within the county is divided into districts designated on Table 1.1. and as established on the Official Zoning Map.

1.3.2. Transition from Previous Districts

Upon adoption of this Unified Development Code, land which is presently zoned with an existing zoning classification and has changed names as set forth in Table 1.1. will be reclassified to the applicable new zoning classification. The boundaries for renamed districts and the conditions of each zoning district will remain the same unless amended in the future in accordance with Sec. 11.2.

1.3.3. Prior Approvals

A. The adoption of this UDC and its Official Zoning Map will not repeal the conditions of use, operation, or site development accompanying zoning approval(s) or special uses, variances, or permits issued under previous ordinances or resolutions.

B. The adoption of this UDC and its Official Zoning Map will not repeal any special use permits, conditional use permits, variances, exceptions, modifications, or waivers previously granted by the Director of Planning and Zoning, Planning Commission, or Board of Commissioners.

Table 1.1. Zoning Districts

Rural Districts		**Formerly**
AG-1	Agricultural General	*New*
AR-1	Agricultural Residential 1	AR-III, AR-IV
Residential Districts		
V-C	Vacation Cottage	V-C
R-1-L	Residential 1 Low Density	R-I-L
R-1	Residential 1 Single-family	R-I, R-II
R-TF	Residential Two-family	R-TF
R-SF	Residential Single-family Detached	*New*
R-TH	Residential Single-family Attached	*New*
R-X	Residential Mixed	*New*
R-MF	Residential Multi-family	R-MF
MHP	Manufactured Home Park	MHP
CS	Conservation Subdivision	CS
Mixed-use and Business Districts		
O-I	Office and Institutional	O-I
S-S	Suburban Shopping	S-S
H-B	Highway Business	H-B
M-U	Mixed-use	*New*
I-1	Light Industrial	I-I
I-2	Heavy Industrial	I-II
Special and Overlay Districts		
GCOD	Gateway Corridor Overlay	GCOD, CD
BCOD	Black and Cooley Drive Overlay	BCOD
AO	Airport Overlay	AO
PWS	Protected Water Supply	PWS
~~PD~~PRD ~~POD~~ ~~PCD~~ ~~PID~~ ~~PCFD*~~	Planned Development Districts	PRD POD PCD PID PCFD*

Table Notes:
* No additional land may be zoned into these districts.

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STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 2—RULES COMMON TO ALL DISTRICTS

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 2 of the UDC establishes rules, measurements, standards, and exceptions generally applicable to the zoning districts established under the Unified Development Code; and

WHEREAS, Section 2.1 of Article 2 establishes measurements and exceptions applicable to buildings, sites, and zoning districts, including standards governing the calculation of residential density; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 2 and recommended revisions to Table 2.1.1 to reflect the establishment and modification of residential and mixed-use zoning districts resulting from amendments to other provisions of the Unified Development Code; and

WHEREAS, the proposed amendments revise Table 2.1.1 to incorporate the updated residential zoning district classifications and establish the applicable method of determining density for such districts, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Table 2.1.1 of Article 2 of the Hall County Unified Development Code is hereby amended by deleting the existing Table 2.1.1 in its entirety and substituting in lieu thereof the revised Table 2.1.1 attached hereto as **Exhibit "A,"** which is incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 2 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit "A"

Sec. 2.1. Measurements and Exceptions

The following rules apply to all buildings, sites or districts in Articles 3 through 7 unless expressly stated otherwise.

2.1.1. Density

A. Defined

The number of dwelling units per acre.

B. Exceptions

1. Accessory Dwelling Units do not count towards density calculations.
2. Approval of a caretaker's residence or hardship special exception by the Planning Commission.
3. Approval of a Planned Development District or multi-family development by the Board of Commissioners.
4. Density, as defined, does not apply to nonresidential uses.

C. Density Calculation

Density must be determined based on Table 2.1.1.

2.1.2. Frontage

A. Defined

The dimension of a lot as measured along the front lot line or, if the front lot line is curved, along the chord of the arc.

No principal building may be placed or erected on any lot which does not abut a street or road shown on the official county road map or otherwise maintained by a governmental unit, an existing public way not maintained by the county, or a newly created street which meets the standards of the county subdivision regulations.

B. Exceptions

Exceptions to Sec. 2.1.2.A. include the following:

1. A parcel recorded as a separate lot with the clerk of superior court prior to August 28, 1978.
2. A parcel recorded as a result of a judicial decree.

Table 2.1.1. Density for Residential Districts

District	Density	
AG-1, AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH MHP	As determined per district dimensional standards	
R-X, R-MF, M-U	**Conditioned Space of Dwelling**	**Density Equivalent**
	500 sq. ft or less	0.5 units
	501 – 1000 sq. ft	0.75 units
	> 1,001 sq. ft.	1 unit

2.1.3. Lot

A. Defined

A parcel of land which is designated as a single unit of property.

1. **Corner Lot.** A lot located at the junction of and abutting on two or more intersecting streets.

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 4—RESIDENTIAL DISTRICTS

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 4 of the UDC establishes the residential zoning districts and development standards applicable to residential development within Hall County; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 4 and recommended revisions to improve, clarify, and update the County's residential zoning regulations; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Article 4; and

WHEREAS, the proposed amendments establish new Residential Single-Family Detached (R-SF) and Residential Single-Family Attached (R-TH) zoning districts and revise the Residential Mixed (R-X) and Residential Multi-Family (R-MF) zoning districts, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 4 of the Hall County Unified Development Code is hereby amended by adding new Sections 4.5 and 4.6, establishing the Residential Single-Family Detached (R-SF) and Residential Single-Family Attached (R-TH) zoning districts; revising the provisions governing the Residential Mixed (R-X) and Residential Multi-Family (R-MF) zoning districts; renumbering existing Sections 4.7 and 4.8 as Sections 4.9 and 4.10, respectively; and making such other conforming amendments to Article 4 as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 4 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit "A"

Sec. 4.5. Residential Single-Family Detached (R-SF)

4.5.1. Intent

The R-SF district is to be utilized and reserved for moderate-density single-family detached residential development on smaller lots. This district is intended to be located within urbanized areas and in suburban areas where supported by the Comprehensive Plan.

4.5.2. Uses

As defined in Article 7 (Use Provisions), Sec. 7.2. (Allowed Use Table).

4.5.3. Dimensional Standards

See table 4.3.1 for district standards and Sec. 2.1. (Measurements and Exceptions) for additional requirements.

4.5.4. Overlay Compliance

See Article 6 (Special and Overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

4.5.5. Other Standards

See Article 2 (Rules Common to All Districts) and Article 7 (Use Provisions) and Article 8 (Site Development) for additional standards which may be applicable.

Table 4.5.1. R-SF Dimensional Standards

Site	
Density:	4 units/acre (Urbanized) 2 units/acre otherwise
Site coverage:	60% max.
Overall development	5 Acres min. (outside of Urbanized zone)
Lots	
Lot area:	8,000 sq.ft. min. (Note 2)
Lot frontage (regular street, cul-de-sac):	50 ft. min.
Yards	
Front yard:	25 ft. min.
Side yard:	5 ft. min.
Rear yard:	20 ft. min.
Building Height	
Maximum:	35 feet (Note 1)

Table Notes:

1. An increase in building height up to a maximum of 50 feet may be approved administratively. Any building height exceeding 50 feet shall require approval by the Board through the variance process.
2. The proposed lot areas may be reduced to a minimum of 6,000 sq.ft., through a variance application process.
3. All development shall be served by public water and sewer.
4. Minor subdivisions consisting of lots with existing direct road frontage may be exempt from maximum density requirements, provided that all minimum lot size, site coverage, setback, and building height standards are met. No rezoning or subdivision shall be approved unless the property is served by public water and sewer.
5. For Major subdivisions, lots and yards within the interior of the development may be reduced to zero and developed as zero lot line development, provided that all applicable standards and building code requirements are met

FOR ADOPTION

Sec. 4.6. Residential Single-Family Attached (R-TH)

4.6.1. Intent

The R-TH district is to be utilized and reserved for moderate-density single-family attached residential development, including townhomes. This district is intended to be located within urbanized areas and in suburban areas where supported by the Comprehensive Plan.

4.6.2. Uses

As defined in Article 7 (Use Provisions), Sec. 7.2. (Allowed Use Table).

4.6.3. Dimensional Standards

See table 4.3.1 for district standards and Sec. 2.1. (Measurements and Exceptions) for additional requirements.

4.6.4. Overlay Compliance

See Article 6 (Special and Overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

4.6.5. Other Standards

See Article 2 (Rules Common to All Districts) and Article 7 (Use Provisions) and Article 8 (Site Development) for additional standards which may be applicable.

Table 4.6.1. R-TH Dimensional Standards

Site	
Density:	4 units/acre (Urbanized) 2 units/acre otherwise
Site coverage:	60% max.
Overall development	5 Acres min.
Lots	
Lot area:	2000 sq.ft. min.
Lot frontage (regular street, cul-de-sac):	24 ft. min.
Yards	
Front yard:	15 ft. min.
Side yard:	10 ft. min. (building separation)
Rear yard:	20 ft. min.
Building Height	
Maximum:	35 feet (Note 1)

Table Notes:

1. An increase in building height up to a maximum of 50 feet may be approved administratively. Any building height exceeding 50 feet shall require approval by the Board through the variance process.
2. All development shall be served by public water and sewer.
3. Minor subdivisions consisting of lots with existing direct road frontage may be exempt from maximum density requirements, provided that all minimum lot size, site coverage, setback, and building height standards are met. No rezoning or subdivision shall be approved unless the property is served by public water and sewer.
4. For Major subdivisions, lots and yards within the interior of the development may be reduced to zero and developed as zero lot line development, provided that all applicable standards and building code requirements are met.

FOR ADOPTION

Sec. 4.7. Residential Mixed (R-X)

4.7.1. Intent

The R-X district is to be utilized and reserved for a mix of residential housing types within a unified development served by public water and sewer. This district allows flexibility in design and layout while protecting surrounding properties, and is intended to be located within urbanized areas and in suburban areas where supported by the Comprehensive Plan.

4.7.2. Uses

As defined in Article 7 (Use Provisions), Sec. 7.2. (Allowed Use Table).

4.7.3. Dimensional Standards

See Table 4.7.1 for district standards and Sec. 2.1. (Measurements and Exceptions) for additional requirements.

4.7.4. Open Space

See Sec. 8.5. for open space standards.

4.7.5. Development Standards

The following standards apply to all properties zoned R-X:

A. Residential Requirements

1. The following housing types are permitted in the R-X district:

Table 4.7.1. R-X Dimensional Standards

Site	
Density:	8 units/acre (Urbanized) 6 units/acre otherwise
Site coverage:	60% max.
Overall Development	
Lot area:	5 Acres min.
Lot frontage (regular street, cul-de-sac):	100 ft. min.
Front yard:	50 ft
Side yard:	50 ft
Rear yard:	50 ft
Internal Lots standards (all housing types)	Varies see Note 1 & 3
Building Height	
Maximum:	35 feet (Note 3)

Table Notes:

1. Minimum lot and yard standards shall apply to the overall development tract. Lots and yards within the interior of the development may be reduced to zero and developed as zero lot line development, provided that all applicable standards and building code requirements are met.
2. All development shall be served by public water and sewer.
3. Detailed standards for specific residential uses within this district shall be as provided in Sec. 7.3 (Use-Specific Standards), as applicable.

FOR ADOPTION

a. Single-family dwellings
b. Two-family dwellings
c. Townhouses
d. Carriage House
e. Accessory Dwelling Units
f. Guest House
g. Cottage Courts

2. All developments must provide at least two different housing types, except for Cottage Courts which may be permitted as a single use.
3. When only two housing types are provided, no single housing type may represent less than 20% of the total dwelling units in a development, except as provided in Sec. 4.7.5.A.2.
4. When more than two housing types are selected, no single housing type may represent less than 10% of the total dwelling units in a development, except as provided in Sec. 4.7.5.A.2.
5. Cottage Courts, Townhouses, and Accessory Dwelling Units must meet the additional standards found in Sec. 7.3.1.

4.7.6. Overlay Compliance

See Article 6 (Special and Overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

4.7.7. Other Standards

See Article 2 (Rules Common to All Districts) and Article 7 (Use Provisions) and Article 8 (Site Development) for additional standards which may be applicable.

FOR ADOPTION

Sec. 4.8. Residential Multi-family (R-MF)

4.8.1. Intent

The R-MF district is to be utilized and reserved for medium and high-density multi-family residential development, including apartments. This district is intended to be located within urbanized areas.

4.8.2. Uses

As defined in Article 7 (Use Provisions), Sec.7.2. (Allowed Use Table).

4.8.3. Dimensional Standards

See Table 4.8.1 for district standards and Sec.2.1. (Measurements and Exceptions) for additional requirements.

4.8.4. Open Space

See Sec.8.5. for open space standards.

4.8.5. Overlay Compliance

See Article 6 (Special and overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

4.8.6. Other Standards

See Article 2 (Rules Common to All Districts) and Article 7 (Use Provisions) and Article 8 (Site Development) for additional standards which may be applicable.

Table 4.8.1. R-MF Dimensional Standards

Site	
Density: (note 1)	Min. 12 units/acre Max. 18 units/acre
Site coverage	n/a
Lots	
Lot area:	5 acre.
Lot frontage (regular street, cul-de-sac):	100 ft. min.
Lot width:	See Sec. 2.1.3.E.
Yards	
Front yard:	50 ft. min.
Side yard:	50 ft. min.
Rear yard:	50 ft. min.
Building Height	
Maximum:	50 feet (Note 2)

Table notes:

1. For institutional residential uses as defined in Sec 7.2.3.E. density will be established by the Board of Commissioners as a part of the Special Use application.
2. An increase in building height up to a maximum of 75 feet may be approved administratively. Any building height exceeding 75 feet shall require approval by the Board through the variance process.
3. All development shall be served by public water and sewer.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 5—MIXED-USE AND BUSINESS DISTRICTS (SECTION 5.4-MIXED-USE)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 5 of the UDC establishes the mixed-use and business zoning districts and development standards applicable to mixed-use, commercial, office, and light industrial development within Hall County; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 5 and recommended revisions to improve, clarify, and update the County's mixed-use zoning regulations; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Article 5; and

WHEREAS, the proposed amendments revise the Mixed-Use (M-U) zoning district as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 5 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Section 5.4 Mixed-Use (MU) in their entirety and substituting in lieu thereof a new Section 5.4 attached hereto as **Exhibit "A,"** the provisions of which are incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 5 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Sec.5.4. Mixed use (M-U)

5.4.1. Intent

The M-U district is to be utilized and reserved for integrated developments that incorporate a mix of residential and non-residential uses, including commercial, office, and light industrial uses. This district is intended to be located within urbanized areas and in suburban areas where supported by the Comprehensive Plan, and is designed to encourage coordinated, master planned development of larger sites.

5.4.2. Uses

A. As defined in Article 7 (Use Provisions), Sec. 7.2. (Allowed Use Table).

B. No more than 50 percent of the total dwelling units on a site may be townhouses.

5.4.3. Dimensional Standards

See Table 5.4.1. for district standards and Sec. 2.1. (Measurements and Exceptions) for additional requirements.

5.4.4. Open Space

See Sec. 8.5. for open space standards.

5.4.5. Development Standards

The following development standards apply to all properties within the M-U district. If the standards of the M-U district conflict with those in other sections of this UDC, the standards of this section apply.

A. Nonresidential Requirement

1. At least 20 percent of the total floor area of each development must be nonresidential uses.

Table 5.4.1. M-U Dimensional Standards

Site	
Density:	Varies see notes 2 & 3.
Overall development Site area:	5 acres min.
Site coverage:	80% max.
Yards (Residential)	
External	
Front yard:	50 ft. min.
Side yard:	50 ft. min.
Rear yard:	50 ft. min.
Internal	See note 2
Yards (Non-residential & mixed-use)	
Front yard:	50 ft. min.
Side yard:	50 ft. min
Rear yard:	50 ft. min
Additional Buffer	
Between residential & non-residential	50 ft. min
Building Height	
Residential:	Varies see note 2
Non-residential:	Varies see note 2
Mixed residential and non-residential:	50’ max.

Table Notes

1. Additional lot area requirements for townhouses may apply. See Sec. 7.3.1.
2. Detailed standards for specific residential and non-residential uses within this district shall be as provided in Sec. 7.3 (Use-Specific Standards), as applicable.
3. Total residential density within the overall development shall comply with base zoning unless specifically approved by the board through a special use permit. Residential density shall be further consistent with the Comprehensive Plan and Future Land Use Map.
4. When a commercial use abuts a frontage, a 20-foot landscape strip may be proposed on the frontage side in place of the required 50-foot buffer.

FOR ADOPTION

5.4.6. Overlay Compliance

See Article 6 (Special and Overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

5.4.7. Other Standards

See Article 2 (Rules Common to All Districts) and Article 7 (Use Provisions) and Article 8 (Site Development) for additional standards which may be applicable.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 6—SPECIAL AND OVERLAY DISTRICTS (SECTION 6.1-PLANNED DEVELOPMENT DISTRICTS)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 6 of the UDC establishes the Special and Overlay Districts applicable within Hall County, including the Planned Development Districts set forth in Section 6.1; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Section 6.1 and recommended revisions to improve, clarify, and modernize the regulations governing Planned Development Districts; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Section 6.1; and

WHEREAS, the proposed amendments repeal and replace the existing Planned Development Districts regulations contained in Section 6.1 with a revised regulatory framework establishing updated standards governing the intent, eligibility, review procedures, approval criteria, development standards, amendments, and administration of a new Planned Development District, as set forth in Exhibit "A" attached hereto; and

WHEREAS, the proposed amendments further provide for the continued recognition and administration of previously approved Planned Residential Development (PRD), Planned Commercial Development (PCD), Planned Office Development (POD), Planned Industrial

Development (PID), and Planned Commercial Farm District (PCFD) zoning districts as legacy Planned Development Districts while preserving existing zoning conditions and vested rights; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Section 6.1 of Article 6 of the Hall County Unified Development Code is hereby deleted in its entirety and substituted in lieu thereof with the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference. The revised Section 6.1 establishes a comprehensive Planned Development District regulatory framework governing eligibility, approval standards, application procedures, development standards, amendments, administration, and legacy Planned Development Districts.

2.

Except as expressly amended herein, all remaining provisions of Article 6 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit "A"

Sec 6.1. – Planned Development District (PD)

6.1.1 Intent

A. The Planned Development (PD) District is established to enable innovative, high-quality, and environmentally sensitive development by encouraging creative, coordinated site design; efficient use of land and infrastructure; preservation of natural features; and context sensitive, site specific solutions that support the Comprehensive Plan.

B. Flexibility within the PD District shall be permitted only as provided in Sec. 6.1.3 (Required Superiority of Design and Public Benefit).

C. The PD District shall be used only where the applicant demonstrates eligibility and justification as required in Sec. 6.1.2 and Sec. 6.1.3.

D. The PD District is a floating zoning district and shall be applied sparingly, and only in cases where the proposed development clearly satisfies the intent and standards set forth in this Section.

6.1.2 Eligibility

A. An application for a PD District shall be accepted only where the proposed development demonstrates at least one of the following:

1. The development consists of an integrated and unified plan incorporating a mix of land uses or coordinated development components;
2. The property constitutes a site of sufficient size, configuration, or strategic importance to warrant master-planned development, generally consisting of five (5) acres or more, unless otherwise justified;
3. The site contains unique physical, environmental, or locational characteristics that render development under conventional zoning impractical or incapable of achieving the objectives of this Section;
4. The proposal involves redevelopment or infill requiring coordinated planning and design flexibility;
5. The applicant demonstrates that the proposal has the potential to meet the Superior Design and Public Benefit Standard of Sec. 6.1.3.; or
6. The development is of a unique or special character that warrants individualized consideration under a unified development plan.

B. Notwithstanding the foregoing, an application for a Planned Development District shall not be accepted where the proposed development can be reasonably achieved under a conventional zoning district, including with the use of variances. Applications intended to avoid, reduce, or circumvent the standards or procedures of conventional zoning shall not be accepted.

C. The applicant shall submit a written justification demonstrating compliance with the eligibility criteria and the necessity of the PD District.

FOR ADOPTION

6.1.3 Required Superiority of Design and Public Benefit

A. Approval of a Planned Development District shall require a showing that the proposed development satisfies the "superior design and public benefit" standard established in this Section. Such superiority must be demonstrated through the overall design and performance of the development, including but not limited to:
   1. Integrated and efficient site design and layout;
   2. Preservation of natural features and provision of functional open space;
   3. Compatibility with surrounding land uses and appropriate transitions;
   4. Coordinated and efficient infrastructure and public services;
   5. High-quality architectural design and cohesive development character; and
   6. Provision of meaningful public benefits.

B. Flexibility from the standards of this Unified Development Code shall be granted only to the extent necessary to achieve such superior design and public benefit.

C. The burden of proof shall be on the applicant to demonstrate that the PD District is warranted and that the proposed development satisfies the requirements of this Section.

6.1.4 Findings of Fact

A. The County Commission shall approve a Planned Development District only upon making findings that
   1. Complies with the intent, eligibility, and superior design standards set forth in Sections 6.1.1–6.1.3;
   2. The proposed development is consistent with the Comprehensive Plan and applicable adopted policies;
   3. The proposed development is compatible with surrounding land uses and includes appropriate transitions, buffering, and mitigation of impacts;
   4. Adequate public facilities and infrastructure are available to serve the development; and
   5. The proposed development is designed and intended to function as a unified and coordinated project.

B. Notwithstanding the above, the approval of a Planned Development District is a legislative decision of the County Commission and the findings set forth herein are intended to guide the exercise of legislative discretion and shall not be construed to create a quasi-judicial standard of review.

6.1.5 Establishment of Standards and Relationship to Base Zoning

FOR ADOPTION

A. Each Planned Development District shall be governed by the approved development plans, conditions of zoning, and applicable provisions of this Unified Development Code, except as expressly modified through the PD approval.
B. For purposes of evaluation, the Planning Director or designee shall identify the conventional zoning district or districts most comparable to the proposed development based on land use, density or intensity, and the Comprehensive Plan designation which shall serve as a baseline for evaluating the appropriateness of the proposed PD. Where development standards are not expressly established as part of the PD approval, the standards of the identified comparable zoning district(s) shall apply, as determined by the Planning Director or designee.
C. In the event of a conflict between an approved PD standard and the provisions of this Unified Development Code, the approved PD standard shall govern only where such deviation has been expressly approved by the County Commission.
D. Modifications to the standards of the comparable zoning district(s) may be approved only where such modifications are:
    1. Clearly identified by the applicant;
    2. Fully justified; and
    3. Where such modifications are consistent with Sec. 6.1.3.
E. Under no circumstances shall the PD District be used to grant generalized or excessive deviations from this Unified Development Code.

6.1.6 Application and Review Procedures

A. General
    1. Applications for a Planned Development (PD) District shall be processed as a rezoning request in accordance with Sec. 11.2.
    2. A PD application shall not be deemed complete until all required materials have been submitted in accordance with this Section, as determined by the Planning Director or their designee.
B. Pre-Application Meeting (Required)
    1. A pre-application meeting with Planning and Zoning staff and other applicable departments shall be required prior to submission.
    2. The purpose of the meeting is to evaluate eligibility under Sec. 6.1.2, identify the appropriate base zoning district, and review conceptual design and potential issues.
    3. Applications that do not demonstrate eligibility for PD following the pre-application meeting may be advised to pursue conventional zoning.
C. Application Requirements
        1. All applications shall include:
            a. A Concept or Development Plan

FOR ADOPTION

i. The site plan must include all required elements outlined on the Application Checklist provided by Staff.

b. Phased plan, if applicable

c. A Narrative and justification statement, shall include:

i. A demonstration of eligibility (Sec. 6.1.2);

ii. A demonstration of superiority (Sec. 6.1.3)

iii. Proposed uses and development standards; and

iv. A description of phasing, if applicable.

d. Supporting technical studies (as applicable)

e. Application Fee

f. Application Form

g. Owner Authorization Forms

h. Campaign Contribution Forms

i. Recorded plat

j. Architectural elevations or renderings

k. Utility letters

l. Traffic study or other specialized study if deemed warranted.

D. Staff Review

1. Staff shall review the application for completeness, consistency with this Section and consistency with the Comprehensive Plan.
2. Staff may require revisions to ensure compliance prior to scheduling for public hearing.

6.1.7 Amendments, Modifications, and Phasing

A. General

1. All development within a PD District shall be constructed in accordance with the approved Final Development Plan and conditions of zoning.

B. Minor Modifications

1. Minor modifications may be approved administratively by the Planning Director or their designee who shall maintain a written record of all approved minor modifications.
2. Minor modifications include:
   a. Adjustments to building placement
      m. Minor changes in lot layout
      n. Landscaping adjustments not to include the adjustment of width or length.
      o. Infrastructure alignment changes
3. Such changes shall:
   a. Not alter overall density or intensity

FOR ADOPTION

   b. Not change permitted uses
   c. Not reduce required open space or buffers
   d. Not cumulatively result in a major modification.

C. Major Modifications
   1. Any modification that substantially alters the approved PD shall require approval by the County Commission through the rezoning process.
   2. Major modifications include:
      a. Changes in land use
      b. Increases in density or intensity
      c. Reduction in open space, required landscape strips or buffers
      d. Significant changes to circulation patterns

D. Phasing
   1. A PD may be developed in phases, as approved by the County Commission.
   2. The approved phasing plan shall:
      a. Identify sequence of development
      b. Include estimated timelines
      c. Identify infrastructure delivery

6.1.8 Development Standards

A. Development standards within a Planned Development District shall address the physical form, functionality, and performance of the project and shall be tailored to the characteristics of the site and surrounding area.
B. All development within a PD shall be designed to ensure compatibility with surrounding land uses, provide appropriate transitions, and incorporate adequate buffering, screening, and mitigation measures.
A. Open space shall be provided as an integral and functional component of the development and shall be designed for usability, accessibility, and long-term value. The amount and configuration of open space shall be determined during the PD approval process based on the scale, character, and impacts of the proposed development.
B. Circulation systems shall provide safe and efficient movement of vehicles, pedestrians, and, where appropriate, bicycles, and shall be coordinated with surrounding networks.
C. Infrastructure and utilities shall be provided in a manner that ensures adequate service and shall comply with applicable County standards unless otherwise modified through the PD approval.
D. In no case shall the standards established within a Planned Development District result in a development that is inconsistent with the intent of this Section or detrimental to the public health, safety, and welfare.

FOR ADOPTION

6.1.9 Legacy Planned Development Districts

A. All Planned Development approvals granted on or after August 27, 2026, shall be subject to the provisions of this Section.

B. Any property approved before the adoption of this section under a Planned Residential Development (PRD), Planned Commercial Development (PCD), Planned Office Development (POD), Planned Industrial Development (PID), or Planned Commercial Farm District (PCFD) shall be considered a Planned Development (PD) District for purposes of this Ordinance.

C. Such legacy developments shall remain governed by their previously approved plans, conditions of zoning, and any vested rights. Nothing in this Section shall be construed to alter, impair, or revoke those rights.

D. Any amendment to a legacy Planned Development shall be processed in accordance with this Section and shall be subject to the standards for PD amendments.

E. For interpretation and administration, legacy districts shall be treated as PD Districts; however, their previously approved terms and conditions shall continue to control unless formally amended in accordance with this Section.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 7—USE PROVISIONS

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 7 of the UDC establishes the permitted, conditional, and special uses authorized within the County's zoning districts and provides use-specific development standards applicable to such uses; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 7 and recommended revisions to improve, clarify, and update the County's use regulations; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Article 7; and

WHEREAS, the proposed amendments revise Table 7.2, Section 7.3, and Section 7.6.2 of Article 7, including amendments to the Allowed Use Table and regulations governing the development and operation of Data Centers, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 7 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Table 7.2, Section 7.3, and Section 7.6.2 and substituting in lieu thereof the provisions attached hereto as Exhibit "A," which are incorporated herein by reference, including, but not limited to:

(a) amendments to the Allowed Use Table and related use provisions; and

(b) regulations governing the location, approval, design, construction, and operation of data centers within Hall County.

2.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Article 7. Use Provisions

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Sec. 7.1. Use Classification

7.1.1. Principal Uses

A. In order to regulate a variety of similar uses, use categories have been established for principal uses. Use categories provide a systematic basis for assigning uses to appropriate categories with other, similar uses. Use categories classify principal uses and activities based on common functional, product or physical characteristics.

B. Where a use category contains a list of included uses, the list is to be considered example uses, and not all-inclusive. The Director has the responsibility for categorizing all uses.

C. The allowed use table in Sec. 7.2. establishes permitted uses by zoning district. No building or lot may be used except for a purpose permitted in the district in which it is located. Principal uses not specifically listed must be approved by the Director in accordance with Sec. 7.1.4.

D. Permitted uses may be further restricted as specified in Article 6 (Special and Overlay Districts).

E. Use definitions and use standards for principal uses are specified in Sec. 7.3. (Residential Uses) through Sec. 7.7. (Agricultural Uses).

7.1.2. Accessory Uses

A. An accessory use is any use that is subordinate in both purpose and size, incidental to and customarily associated with a permitted principal use located on the same lot.

B. The allowed use table in Sec. 7.2. establishes permitted accessory uses by district, except as may be further restricted in Article 6 (Special and Overlay Districts).

C. Use definitions and use standards for accessory uses are specified in Sec. 7.8.

7.1.3. Temporary Uses

A. A temporary use is a use that is in place for a limited period only.

B. The allowed use table in Sec. 7.2. establishes permitted accessory uses by district, except as may be further restricted in Article 6 (Special and Overlay Districts).

C. Use definitions and use standards for temporary uses are specified in Sec. 7.9.

7.1.4. Principal Uses Not Listed

A. A principal use not specifically listed is prohibited unless the Director determines the use to be part of a use category as described below.

B. The Director is responsible for categorizing all principal uses. If a proposed use is not listed but is similar to a listed use, the Director may consider the proposed use part of that use category. When determining whether a proposed use is similar to a listed use, the Director must consider the following criteria:

1. The actual or projected characteristics of the proposed use;
2. The relative amount of site area or floor area and equipment devoted to the proposed use;
3. Relative amounts of sales;
4. The customer type;
5. The relative number of employees;

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6. Hours of operation;
7. Building and site arrangement;
8. Types of vehicles used and their parking requirements;
9. The number of vehicle trips generated;
10. How the proposed use is advertised;
11. The likely impact on surrounding properties; and
12. Whether the activity is likely to be found independent of the other activities on the site.

C. Where a use not listed is found by the Director not to be similar to any other permitted use, the Director may petition the Planning Commission for review and consideration of such determination. (See Sec. 11.2.).

D. Where a use not listed is found by the Planning Commission not to be similar to any other permitted use, the use is only permitted following a text amendment to this UDC.

7.1.5. Accessory Uses Not Listed

A. An accessory use not specifically listed is prohibited unless the Director determines the accessory use:

1. Is clearly incidental to and customarily found in connection with an allowed principal use;
2. Is subordinate to and serving an allowed principal use;
3. Is subordinate in area, extent, and purpose to the principal use served;
4. Contributes to the comfort, convenience or needs of occupants, business or industry in the principal use served; and
5. Is located on the same lot as the principal use served.

7.1.6. Legacy Uses

An applicant may establish or expand a business in any zoning district where the below criteria are met, irrespective of the limitations of the Allowed Use Table in Sec. 7.2. These criteria are intended to allow existing commercial buildings to be utilized to incubate small businesses and artisans reflective of their traditional roles as community focal points, as a tool for economic development, and as an important component of the local identity.

A. Legacy Uses are considered conditional uses permits and as such are subject to approval from the Planning Commission in accordance with Sec. 11.2.

B. The use is limited to any of the following:

1. Restaurant.
2. General retail.
3. Craft manufacturing.
4. Office.

C. The use will occupy a principal building constructed prior to January 1, 1978; which was built or modified to include commercial space that faces and is directly accessible from the adjacent public right-of-way; and where it can be shown that a lawful commercial use occupies, or previously occupied, the commercial space.

D. The use must meet all parking requirements of this UDC.

E. The use may re-use an existing nonconforming sign, but new signs must comply with the sign provisions of this UDC. Request for re-use of such nonconforming signs must be included in the application

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for Legacy Use submitted to the Department of Planning and Zoning.

F. Any nonconforming outdoor lighting, fence, or parking lot must be brought into conformance with this UDC prior to the issuance of a certificate of occupancy.

7.1.7. Use Table Key

A. Permitted Use (P)

Indicates a use is permitted in the respective district. The use is also subject to all other applicable requirements of this UDC.

B. Special Use (SU)

Indicates a use may be permitted in the respective district only where approved by the County Board of Commissioners in accordance with Sec. 11.2. Special uses are subject to all other applicable requirements of this UDC, including any applicable use standards, except where the use standards are expressly modified by the County Commission as part of the approval.

C. Conditional Use Permit (CUP)

Indicates a use is permitted in the respective district only when approved by the Planning Commission and subject to all other applicable requirements of this UDC, including the standards for such uses, except where the use standards are expressly modified by the Planning Commission as a part of the conditional use permit approval.

D. Use Not Permitted

A "--" in a cell indicates that a use is not permitted in the respective district.

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Sec. 7.2. Allowed Use Table

Key: P = Permitted Use SU = Special Use
CUP = Conditional Use Permit "--" = Not permitted

	Rural				Residential							Mixed-Use & Business						
Use Category / Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	Definition/ Standards
Residential Uses																		
All household living, as listed below:																		Sec. 7.3.1.A
Single-family detached dwelling	P	P	P	P	P	P	P	--	P	--	P	CUP	--	--	P	--	--	Sec. 7.3.1.B
Mobile home	P	P	--	P	--	--	--	--	--	--	P	--	--	--	--	--	--	Sec. 7.3.1.C
Manufactured home	P	P	--	P	--	--	--	--	--	--	P	--	--	--	--	--	--	Sec. 7.3.1.D
Two-family dwelling	--	--	--	--	--	P	--	--	P	--	--	CUP	--	--	P	--	--	Sec. 7.3.1.E
Townhouse	--	--	--	--	--	--	--	P	P	--	--	CUP	--	--	P	--	--	Sec. 7.3.1.F
Multi-family dwellings	--	--	--	--	--	--	--	--	P	P	--	CUP	--	--	P	--	--	Sec. 7.3.1.G
Live-Work	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	CUP	--	--	CUP	--	--	Sec. 7.3.1.H
Cottage Court	--	--	--	--	--	--	--	--	CUP	--	--	--	--	--	CUP	--	--	Sec. 7.3.1.I
All group living, as listed below:																		Sec. 7.3.2
Boardinghouse	SU	SU	SU	SU	SU	--	SU	SU	SU	SU	--	--	--	--	--	--	--	Sec. 7.3.2.B
Community Residence	P	P	P	P	P	P	P	P	P	SU	P	--	--	--	--	--	--	Sec. 7.3.2.C
Group home	SU	SU	SU	SU	SU	--	SU	SU	SU	SU	--	--	--	--	--	--	--	Sec. 7.3.2.D
Institutional residential	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	P	--	--	--	--	--	Sec. 7.3.2.E
Emergency Shelter	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	--	Sec. 7.3.2.F
Public/Institutional Uses																		
All civic, as listed below:																		Sec. 7.4.1.A
Fraternal organization and club, non-profit	--	CUP	CUP	--	--	CUP	--	--	--	CUP	--	P	P	P	P	P	P	Sec. 7.4.1.B
Place of worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.1.C

FC

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	Definition/ Standards
Community center	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	P	P	P	P	P	Sec. 7.4.1.D
Colleges, public or private	P	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	Sec. 7.4.1.E
Non-profit private clubhouse	P	P	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	Sec. 7.4.1.F
Public buildings and uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.1.G
Museum, library, private	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	P	P	P	P	--	Sec. 7.4.1.H
School, private	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	P	P	P	P	--	Sec. 7.4.1.I
All parks and open space, as listed below:																		Sec. 7.4.2.A
Cemetery, private	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	--	P	P	--	P	P	Sec. 7.4.2.B
Marina	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	--	P	P	P	P	P	Sec. 7.4.2.C
Parks, plaza, square	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	Sec. 7.4.2.D
Playground	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	--	--	Sec. 7.4.2.E
Open space, private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	Sec. 7.4.2.F
Major utilities, private	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	Sec. 7.4.3
Major utilities, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.3
Small wireless facilities and antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.4
Telecommuni-cations antennas and towers	SU	SU	--	--	--	--	--	--	--	--	--	--	SU	SU	--	SU	SU	Sec. 7.4.5
Commercial Uses																		
Adult establishment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 7.5.1
All day care, as listed below:																		Sec. 7.5.2
Adult care centers	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	P	--	--	P	P	P	Sec. 7.5.2.B

Key: P = Permitted Use SU = Special Use
CUP = Conditional Use Permit "--" = Not permitted

	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	**AG-1**	**AR-1**	**V-C**	**R-1-L**	**R-1**	**R-TF**	**R-SF**	**R-TH**	**R-X**	**R-MF**	**MHP**	**O-I**	**S-S**	**H-B**	**M-U**	**I-1**	**I-2**	**Definition/ Standards**
Day care centers	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	P	P	P	P	--	Sec. 7.5.2.C
Family day care facility	P	P	P	P	P	P	P	P	P	P	P	SU	--	--	P	--	--	Sec. 7.5.2.D
Group day care facility	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	--	P	P	P	P	P	--	Sec. 7.5.2.E
Nursery, kindergarten	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	P	P	P	P	--	Sec. 7.5.2.F
All event facilities	SU	SU	SU	--	--	--	--	--	--	--	--	SU	SU	SU	SU	SU	--	Sec. 7.5.3
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	CUP	P	P	P	P	P	Sec.7.5.4
Commercial amusement, indoor	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.4.B
Concert hall, auditorium	--	--	--	--	--	--	--	--	--	--	--	CUP	P	P	CUP	P	P	Sec. 7.5.4.C
Indoor shooting range	--	--	--	--	--	--	--	--	--	--	--	SU	--	SU	--	P	P	Sec.7.5.4.E
Theater	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec.7.5.4.G
Hotels, motels	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	Sec. 7.5.5.B
Bed and breakfast	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	--	--	--	--	CUP	CUP	--	--	Sec. 7.5.5.C
All medical, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.6
Hospital	--	--	--	--	--	--	--	--	--	--	--	SU	--	SU	--	SU	--	Sec. 7.5.6
All office, except as listed below	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.7.A
Financial institutions	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	Sec. 7.5.7.B
Radio, film, recording, and television studios and stations	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.7.C
Trade, vocational, business school	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.7.D

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	**AG-1**	**AR-1**	**V-C**	**R-1-L**	**R-1**	**R-TF**	**R-SF**	**R-TH**	**R-X**	**R-MF**	**MHP**	**O-I**	**S-S**	**H-B**	**M-U**	**I-1**	**I-2**	**Definition/ Standards**
All personal service, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.5.8.A
Animal care (indoor)	CUP	CUP	--	--	--	--	--	--	--	--	--	P	P	P	CUP	P	P	Sec. 7.5.8.B
Animal care (outdoor)	CUP	CUP	--	--	--	--	--	--	--	--	--	CUP	CUP	P	--	P	P	Sec. 7.5.8.C
Catering service	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	Sec. 7.5.8.D
Funeral home	--	--	--	--	--	--	--	--	--	--	--	P	--	P	--	P	P	Sec. 7.5.8.F
Private morgue, mortuary, crematorium	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.5.8.G
Laundry and Dry Cleaning	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	P	Sec. 7.5.8.H
Psychic, fortune teller	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.5.8.L
Tattoo parlor or body piercing	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	--	SU	SU	Sec. 7.5.8.N
Outdoor recreation, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	SU	SU	Sec. 7.5.9
Outdoor shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	Sec. 7.5.9.B
Travel trailer park, campground, recreational vehicle park	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	--	--	--	--	--	--	--	Sec. 7.5.9.C
All eating and drinking, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	SU	P	P	P	--	--	Sec. 7.5.10.A
Brewpub	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	--	Sec. 7.5.10.B
Drive-in restaurant	--	--	--	--	--	--	--	--	--	--	--	--	P	P	SU	--	--	Sec. 7.5.10.C
All retail, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	Sec. 7.5.11.A

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	Definition/ Standards
Bakery	CUP	CUP	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	Sec. 7.5.11.C
Pawn shop, pawn broker, title pawn, title loan, check cashing	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	P	P	Sec. 7.5.11.D
Smoke or vape shop	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	P	P	Sec. 7.5.11.E
All vehicular, as listed below:																		Sec. 7.5.12
Boat and recreational vehicle sales, rental, or service	--	--	--	--	--	--	--	--	--	--	--	--	P	P	SU	P	P	Sec. 7.5.12.B
Car wash	--	--	--	--	--	--	--	--	--	--	--	--	P	P	SU	P	P	Sec. 7.5.12.C
Fuel sales	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	P	P	Sec. 7.5.12.D
Service Station	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	P	P	Sec. 7.5.12.E
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.5.12.F
Vehicle sales, rental, or auction	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	Sec. 7.5.12.F
Vehicle repair, minor	--	--	--	--	--	--	--	--	--	--	--	--	SU	P	--	P	P	Sec. 7.5.12.H
Vehicle repair, major	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.5.12.I
Industrial Uses																		
All craft manufacturing	CUP	CUP	--	--	--	--	--	--	--	--	--	--	CUP	CUP	--	P	P	Sec. 7.6.1
All data center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	Sec. 7.6.2
All heavy industrial, except as listed below	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 7.6.3
Asphalt emulsion	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	Sec. 7.6.3.B
Airport	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	Sec. 7.6.3.A.1
Airfield, private	SU	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	Sec. 7.6.3.A.2
All light industrial uses, except as	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.4.A

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	**Definition/ Standards**
listed below																		
Brewery, winery, distillery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.4.B
Micro-brewery	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	P	P	Sec. 7.6.4.D
Micro-distillery	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	P	P	Sec. 7.6.4.E
All research and development	SU	--	--	--	--	--	--	--	--	--	--	SU	--	--	--	P	P	Sec. 7.6.5
All storage lots, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.6.6
Storage of soil, mulch or lumber, including the splitting of logs	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.6.A.6
Truck terminal	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.6.6.D
Truck yard	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.6.6.E
All self-service storage	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	--	P	P	Sec. 7.6.7
All warehouse and distribution	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	--	P	P	Sec. 7.6.8
All waste related services, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.9.A
Composting of organic materials	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.9.B
Junk or salvage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	Sec. 7.6.9.C
Slow rate land treatment system	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	Sec. 7.6.9.D
Waste-related energy recovery or production	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SU	SU	Sec. 7.6.9.E
All wholesale	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	Sec. 7.6.10

Key: P = Permitted Use SU = Special Use
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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	**Definition/ Standards**
Agricultural Uses																		
Agriculture, general	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	Sec. 7.7.1
Equestrian center	SU	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 7.7.2
Agri-entertainment events	SU	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 7.7.3
Farm winery	SU	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 7.7.4
Sawmill	SU	SU	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 7.7.5
Accessory Uses																		
Accessory uses not listed below, as determined by the Director	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.1.5
Accessory structure	P	P	P	P	P	P	P	--	P	P	P	P	P	P	P	P	P	Sec. 7.8.2
Accessory dwellings units (ADU).	P	P	P	P	P	--	P	--	P	--	--	--	--	--	P	--	--	Sec. 7.8.3
Caretaker's residence	SU	SU	--	--	--	--	--	--	--	--	--	SU	--	SU	--	SU	SU	Sec. 7.8.4
Drive-thru facility	--	--	--	--	--	--	--	--	--	--	--	P	P	P	SU	P	P	Sec. 7.8.5
Garage, private	P	P	P	P	P	P	P	--	P	P	P	--	--	--	P	--	--	Sec. 7.8.6
Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.7
Guest house	P	P	P	P	P	--	P	--	P	--	--	--	--	--	--	--	--	Sec. 7.8.8
Home-based business, as listed below																		Sec. 7.8.9
Home office	P	P	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	Sec. 7.8.9.B
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	--	--	P	--	--	Sec. 7.8.9.C
Residential business	P	CUP	CUP	--	CUP	CUP	CUP	--	--	CUP	--	--	--	--	CUP	--	--	Sec. 7.8.9.D
Rural business	P	CUP	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 7.8.9.E
Institutional accessory uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.10

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	Definition/ Standards
Keeping of livestock and poultry	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	P	Sec. 7.8.11
Modular offices/class-rooms	SU	SU	SU	SU	SU	SU	SU	--	SU	SU	SU	SU	SU	SU	SU	SU	SU	Sec. 7.8.12
On-site parking	P	P	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.8.13
Outdoor storage, minor	P	P	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.8.14
Outdoor storage, major	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	P	P	Sec. 7.8.15
Religious accessory uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.16
Short-term rental	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	Sec. 7.8.17
Swimming pool, hot tub, spa	P	P	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	Sec. 7.8.18
Temporary Uses																		
Farmer's market	P	P	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	SU	SU	Sec. 7.9.1
Mobile food establishment	CUP	CUP	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	Sec. 7.9.2
Garden market	P	P	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	SU	SU	Sec. 7.9.3
Temporary buildings, as listed below																		
Construction trailer, 12 months or less	CUP	CUP	CUP	CUP	CUP	CUP	P	P	CUP	CUP	CUP	P	P	P	P	P	P	Sec. 7.9.4.B
Construction trailer, more than 12 months	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	Sec. 7.9.4.B
Sales office, 12 months or less	--	--	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	Sec. 7.9.4.C
Temporary events, 90 days or less	P	P	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	Sec. 7.9.5
Temporary events, more than 90 days	CUP	CUP	--	--	--	--	--	--	--	--	--	CUP	CUP	CUP	CUP	--	--	Sec. 7.9.5

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	Rural				Residential							Mixed-Use & Business						
Use Category Specific Use	**AG-1**	**AR-1**	**V-C**	**R-1-L**	**R-1**	**R-TF**	**R-SF**	**R-TH**	**R-X**	**R-MF**	**MHP**	**O-I**	**S-S**	**H-B**	**M-U**	**I-1**	**I-2**	**Definition/ Standards**
Yard/garage sales	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	Sec. 7.9.6
Other																		
Conservation Subdivision	--	--	SU	--	SU	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 4.8
Subdivision, residential	SU	SU	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	--	SU	--	--	SU	--	--	Article 9
Subdivision, non-residential	--	--	--	--	--	--	--	--	--	--	--	SU	SU	SU	SU	SU	SU	Article 9
Minor subdivision	P	P	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	--	--	--	--	--	--	--	Sec. 12.2

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Sec. 7.3. Residential Uses

A. Relationship to Base Zoning Districts and Development Standards

1. Each residential housing type identified in this Article shall be associated with a base zoning district that establishes the minimum applicable dimensional standards, including but not limited to lot size, setbacks, density, and frontage.
2. Developments proposing a specific residential use shall comply with:
   a. The use-specific standards of this Article;
   b. The dimensional standards of the corresponding base zoning district;
   c. And other applicable provisions including but not limited to Article 8 and Article 9.
3. Where a development includes a mix of residential product types, each product type shall comply with its respective use-specific standards and corresponding base zoning district requirements, unless otherwise modified through a zoning action approval.

7.3.1. Household Living

A. Defined

Occupancy of a dwelling unit by a household. Household living includes the following:

1. Single-family dwelling.
2. Mobile home.
3. Manufactured home.
4. Two-family dwelling.
5. Townhouse.
6. Multi-family dwelling.
7. Live-work.
8. Cottage Court.

B. Single-Family Dwelling (Detached)

1. **Defined**

   A detached dwelling on its own lot, other than a mobile home or travel trailer, designed and used for permanent occupancy by one family.

2. **Use Standards**
   a. The base zoning district for this use shall be Residential Single-Family Detached (R-SF).
   b. Each dwelling unit shall be located on an individual lot and shall not share common walls with any other dwelling unit.

C. Mobile Home

1. **Defined**

   A dwelling manufactured prior to June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on-site, is 320 or more square feet in floor area, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

D. Manufactured Home

1. **Defined**

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A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401, et seq.), which first became effective on June 15, 1976. The term "manufactured home" includes a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on-site, is 320 or more square feet in floor area, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein, except that such term includes any structure which meets all the requirements of this definition except the size requirement and with respect to which the manufacturer voluntarily files a certification required by the Federal Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974.

E. Two-Family Dwelling

1. **Defined**

   A detached dwelling designed and used for permanent occupancy by two families living independently of each other.

2. **Use Standards**

   a. The base zoning district for this use shall be Residential Two-Family (R-TF).

   b. Each dwelling unit shall be located on an individual lot and shall share common walls with one other dwelling unit.

   c. For Major subdivisions, lots and yards within the interior of the development may be reduced to zero and developed as zero lot line development, provided that all applicable standards and building code requirements are met.

3. Accessory dwelling units (ADUs) are not permitted.

4. When incorporated into an R-X or M-U development, minimum lot size is 6,000 square feet per two family dwelling.

F. Townhouse

1. **Defined**

   A building containing three or more attached dwelling units in which each unit is designed and used for permanent occupancy by one family, each unit is located on an individual lot and has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls. This definition also includes the terms “single-family attached” or “zero-lot line”.

2. **Use Standards**

   a. The base zoning district for this use shall be Residential Single-family attached (R-TH).

b. Accessory dwelling units (ADUs) and accessory structures are not permitted.

c. No individual building may contain more than 6 attached units.

d. When more than one principal building is constructed on a lot, buildings must be separated by at least 10 feet.

e. Common parking areas must be located to the side or rear of the dwellings. Access to parking areas must be provided by a shared driveway or alley at least 20 feet in width.

f. Driveway access for individual units is not permitted when located along an existing public street and must be located to the rear of the dwelling. Access must be provided by an internal street, shared driveway or alley at least 20 feet in width.

g. Buildings containing more than three attached units must be designed so that facades and roofs are staggered or offset by at least 3 feet for every grouping of two units.

h. When subdivided fee simple, each townhouse lot must be at least 2,000 square feet in area.

i. For Major subdivisions, lots and yards within the interior of the development may be reduced to zero and developed as zero lot line development, provided that all applicable standards and building code requirements are met.

G. Multi-Family Dwelling

1. **Defined**

A building or lot designed and used for permanent occupancy by three or more families living independently of each other in attached or detached units, located within one or more buildings, and not otherwise meeting the definition of townhouse.

2. **Use Standards**

a. The base zoning district for this use shall be Residential Multi-Family (R-MF).

b. Accessory dwelling units (ADU) are not permitted.

c. Multi-family dwellings must be developed with adequate provisions for access and for adequate protection of the surrounding properties.

d. When more than one principal building is constructed on a lot, the buildings must collectively and individually adhere to the setback requirements of the district in which they are located.

e. When more than one principal building is constructed on a lot, external areas must be lighted.

f. When more than one principal building is constructed on a lot, buildings must be separated by at least 10 feet.

g. When swimming facilities are provided, they must be enclosed by a fence at least 4 feet high. Fences must include a self-latching or self-closing gate.

h. Areas not utilized for buildings, off-street parking, or off-street loading must be landscaped and maintained by the property owner.

i. Off-street loading, unloading, and service areas are required in accordance with Sec. 8.1.5.

H. Live-Work

1. Defined

Nonresidential activity conducted wholly within a dwelling unit that allows employees, customers, clients or patrons to visit.

2. Use Standards

a. Live-work is only permitted on the ground floor of a dwelling unit.

b. A minimum of one person must occupy the dwelling containing the live-work use as their primary place of residence.

c. The live-work use may employ no more than two persons not living on the premises at any one time.

d. No business storage or warehousing of material, supplies or equipment is permitted outside of the dwelling containing the live-work use.

e. The nonresidential use of the live-work use is limited to a permitted or special use allowed in the zoning district.

f. No equipment or process may be used that creates, without limitation, noise, dust, vibration, glare, fumes, odors, or electrical interference detectable to the normal human senses, off the premises.

g. No more than five customers are permitted on the premises at any one time.

I. Cottage Court

1. Defined

Clustered groups of smaller detached dwellings arranged around a central common area such as a park, commons, courtyard, or garden.

2. Use Standards

a. At least 4 and no more than 12 detached dwelling units are permitted for each central common area.

i. When more than one cottage court is developed on a lot, each cluster must be accessible from a public right-of-way or shared private driveway with access to a public right-of-way.

b. Each dwelling unit must have frontage on and direct access to the central common area.

c. Front porches must be provided for each individual dwelling unit.

d. Common areas must be provided at a ratio of 600 square feet for each dwelling unit. No common area may be less than 3,000 square feet.

e. Common areas should consist of pervious materials except for walkways, trails, benches, decorative elements, and other impervious materials as approved by the Director.

f. Common parking areas must be located to the side or rear of the dwellings. Access to parking areas must be provided by a shared driveway or alley at least 20 feet in width.

g. Individual parking areas, where provided, must be located to the side or rear of the dwelling. Access must be provided by a shared

driveway or alley at least 20 feet in width.

7.3.2. Group Living

A. Defined

Residential occupancy of a structure by a group of people that does not meet the definition of household living. Generally, group living facilities have a common eating area for residents, and residents may receive care or training.

The Fair Housing Act (42 U.S.C. Section 3604(f)(3)) makes it unlawful to make a dwelling unavailable to a person because of race, color, national origin, sex, familial status, handicap or disability. No policy or practice of this UDC is intended to have a disparate impact on a protected class. Further, in order to avoid prohibited discrimination, if a person or persons identified as a protected class believes a reasonable accommodation can be made to any use restriction, that person or persons are required to make an application for a special use or zoning text or map change.

Group living includes the following:

1. Boardinghouse.
2. Community Residence.
3. Group home.
4. Institutional residential.
5. Shelter.

B. Boardinghouse

1. **Defined**

   A dwelling in which meals and lodging are furnished for compensation to more than four but not more than nine guests. Such dwellings may not contain more than five guest rooms.

C. Community Residence

1. **Defined**

   A single dwelling unit occupied on a relatively permanent basis in a family-like environment by a group of unrelated persons with disabilities or pregnant or parenting youth who are displaced or in DFACS custody plus paid support staff by a sponsoring agency, either living with the residents on a 24-hour basis, or present whenever residents with disabilities are present at the dwelling.

2. **Standards**

   A community residence must comply with applicable federal, state, and local licensing requirements.

D. Group Home

1. **Defined**

   A residential care facility in which:

   a. The operator is not legally related to the individuals supervised and is licensed by the State of Georgia to provide community alternatives in a residential environment to institutional care for individuals in need of such care.

   b. More than five persons reside, including operators, supervisors, and individuals under care.

   c. Such individuals are provided with room, board, personal or physical care and supervision in a family environment. The term group home includes, without limitation by reason of enumeration, home as established under the "Community Services Act for the Mentally Retarded" (Ga. Laws 1972, page

700), and other homes of similar intention and purpose; but does not include facilities housing persons convicted of crimes but not housed in penal institutions.

E. Institutional Residential

1. **Defined**

An umbrella term that encompasses the following:

a. Assisted Living Facility.

Residences for the frail or elderly that provide rooms, meals, personal care, and supervision of self-administered medication.

b. Independent Living.

Adults at least 55 years of age or older living within multi-family rental properties with central dining facilities that provide residents, as part of their monthly fee, access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Independent living facilities do not provide, in a majority of the units, assistance with activities of daily living such as supervision of medication, bathing, dressing, and toileting. There are no licensed skilled nursing beds on the property.

c. Intermediate Care Home.

A facility that admits residents on medical referral only, and includes the provision of food, and special diets when required, shelter, laundry and personal care services, such as help with dressing, getting in and out of bed, bathing, feeding, medications and similar assistance, such services being under appropriate licensed supervision. Intermediate care does not normally include providing care for bed-ridden patients except on an emergency or temporary basis.

d. Nursing home.

A facility that admits patients on medical referral only and for whom arrangements have been made for continuous medical supervision, maintains the services and facilities for skilled nursing care, rehabilitative nursing care, and has a satisfactory agreement with a physician and dentist who will be available for any medical or dental emergency and who will be responsible for the general medical and dental supervision of the home.

e. Skilled Nursing Care Facility.

A facility that admits residents on medical referral; it maintains the services and facilities for skilled nursing care and has a satisfactory agreement with a physician and dentist who will provide continuing supervision including emergencies; it complies with rules and regulations of the Georgia Department of Human Resources. The term “skilled nursing care” means the application of recognized nursing methods, procedures, and actions directed toward implementation of the physician’s therapeutic and diagnostic plan, detection of changes in the human body’s regulatory system, preservation of such body defenses, prevention of complications and emotional well-being, including but not limited to the following:

i. The administration of oral or injectable medications which cannot be self-administered. Others include the administration of oxygen, the use of suction, the insertion or changing of catheters, the application of medicated dressings, the use of aseptic technique and preparation of the patient for special procedures.

ii. Observation in the care of the patient for symptoms and/or physical and mental signs that may develop and which will require attention of the physician and a revision in the patient's treatment regimen.

2. **Use Standards**

a. Facilities must conform with the requirements of the Georgia State Board of Health and any other applicable federal or state licensing requirements.

b. Plans for facilities must receive the written approval of the Hall County Board of Health before issuance of any permits.

c. Copies of the above approvals must be attached to the building permit to be retained in the files of the County Building Official.

F. Emergency Shelter

1. **Defined**

A facility providing temporary sleeping facilities for displaced persons.

Sec 7.6.2. – Data Center

A. Defined.

A Data Center is a facility or portion thereof primarily designed, constructed, and operated for the purpose of housing computer systems, servers, telecommunications equipment, or related infrastructure used for the processing, storage, management, or transmission of digital data and applications.

A data center may include accessory and supporting infrastructure necessary to its operation, including but not limited to:

1. Mechanical cooling systems and air handling equipment,
2. Backup power generation systems,
3. Electrical substations and related power distribution equipment,
4. Water cooling, storage, and treatment facilities,
5. Security, monitoring, and fire suppression systems.

Data centers may take various operational forms, including but not limited to enterprise, colocation, cloud, managed services, and hyperscale facilities. Server rooms, telecommunications rooms, or similar facilities located entirely within an otherwise permitted principal building and serving the principal use shall not be considered a data center.

B. Data Center Classification by Scale.

For the purposes of zoning, review, and regulation, data centers shall be classified according to the aggregate gross floor area devoted to data center operations on a site or campus, as follows:

1. Minor Data Center
   A Minor Data Center is a data center facility containing less than 20,000 square feet of gross floor area. Minor data centers may include enterprise server facilities, colocation facilities, edge computing facilities, minor-cryptocurrency mining operations, or similar facilities operating at a scale below that of a Medium Data Center.
2. Medium Data Center
   A Medium Data Center is a data center containing 20,000 square feet to less than 100,000 square feet of gross floor area. Medium data centers are generally intended to support moderate-scale operations and typically operate below thresholds requiring major electrical substations or high-voltage transmission infrastructure.
3. Major Data Center

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A Major Data Center is a data center containing 100,000 square feet to less than 500,000 square feet of gross floor area. Major data centers have substantial land, electrical, water, and infrastructure demands.

4. Data Center Campus
   A Data Center Campus is a unified development consisting of two or more data center buildings under common ownership or control, or developed pursuant to a master development plan. A data center campus contains an aggregate of 500,000 square feet of gross floor area or more devoted to data center operations.
5. Cryptocurrency Data Center / Mining Facility.
   A Cryptocurrency Data Center or Cryptocurrency Mining Facility is a facility, or portion thereof, primarily devoted to the operation of data processing equipment used to verify cryptocurrency transactions and maintain distributed digital ledgers (commonly referred to as "blockchain"), including the generation or "mining" of cryptocurrency units.
   This definition applies only to areas containing electronic data processing equipment and excludes space used for offices, storage, shipping and receiving, warehousing, or other non-processing activities.

C. Standards for Minor Data Centers

1. Sec.7.6.2.C is applicable to minor data centers only. Any data centers over 20,000 square feet should meet secs.7.6.2.D-N
2. Minor Data Centers shall be permitted through a special use approval within the I-1 or I-2 zoning districts.
   a. Minor Data Centers shall comply with all development standards applicable to the underlying zoning district, including minimum lot area, setbacks, building height, lot coverage, parking, landscaping, and architectural standards.
   b. Buffers
      i. A minimum fifty (50) foot landscape buffer shall be provided along all property boundaries
      ii. Where adjacent properties are zoned or used for industrial purposes, the required buffer may be reduced to thirty (30) feet.
      iii. Required buffers shall comply with Article 8.
   c. Cooling Systems
      i. Open-loop cooling systems shall be prohibited.
      ii. Air-cooled systems, closed-loop cooling systems, or equivalent water-conserving technologies shall be permitted.
   d. Utility Capacity

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i. Prior to issuance of a land disturbance permit, the applicant shall provide written will-serve letters from the electric utility provider demonstrating adequate electrical capacity to serve the proposed facility.
ii. Any required utility upgrades necessary to serve the development shall be the responsibility of the applicant.

e. Noise
i. Minor Data Centers shall comply with the noise standards established in Section 7.6.2.E.6.

f. Studies and Analyses
i. The studies and analyses required under Section 7.6.2.E.7 shall not be required for Minor Data Centers unless determined necessary by the Planning and Zoning Director during development review due to the scale, operational characteristics, or potential impacts of the proposed facility.
ii. The applicant shall provide any additional studies determined necessary by the County.
iii. The applicant shall reimburse the County for costs associated with third-party professional review of required studies, analyses, or technical reports when such review is determined necessary by the County.

D. Zoning Authorization and Community Engagement Requirements.

1. Zoning Authorization
a. Data centers shall be permitted only by Special Use Permit within the Light Industrial (I-1) and Heavy Industrial (I-2) zoning districts.
b. Approval of a Special Use Permit for a data center shall be subject to review and final action by the Board of Commissioners, in accordance with the procedures and criteria set forth in this Ordinance.

2. Community Meeting
a. In addition to all required public hearings, the applicant shall conduct at least one (1) community meeting for the purpose of informing nearby property owners and residents about the proposed data center development.
b. The community meeting shall include, at a minimum, a presentation of the proposed project, including:
i. A conceptual site plan,
ii. Building elevations, and

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iii. A viewshed analysis from public rights-of-way.

c. The community meeting shall comply with the following:
   i. The meeting shall occur after the rezoning or special use petition has been filed and no less than thirty (30) days prior to the associated public hearing.
   ii. The meeting shall be conducted within the geographic boundaries of Hall County, Georgia, between the hours of 5:00 p.m. and 8:00 p.m. Eastern Time.
   iii. All notices and signage shall include the applicant's name and contact information, a brief description of the proposed data center, the parcel number(s), and the date, time, and location of the community meeting. All notice materials shall be subject to approval by the Planning and Zoning Director or their designee.
   iv. Written notice shall be mailed to the owners of all real property located within one thousand (1,000) feet of the subject property boundaries at least fourteen (14) days prior to the community meeting.
   v. Notice shall be advertised in a newspaper of general circulation serving Hall County residents at least seven (7) days prior to the community meeting. The advertisement shall:
      a. Be prominently displayed,
      b. Be a minimum of thirty (30) square inches in size, and
      c. Not be placed within the legal advertisements section of the newspaper.
   vi. At least fourteen (14) days prior to the community meeting, the applicant shall post signage on the subject property along all road frontages. Each sign shall:
      a. Be a minimum of twenty (20) square feet in area,
      b. Be legible from a distance of at least twenty-five (25) feet, and
      c. Remain in place until the conclusion of the community meeting.
   vii. An applicant representative with decision-making authority regarding the design and layout of the data center shall attend the community meeting in person.

d. Failure to comply with the community meeting requirements set forth herein shall result in the application not being scheduled for, or being removed from, the Board of Commissioners' agenda until such requirements have been satisfied. Once compliance is achieved, the

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application may proceed in accordance with all applicable public notice and hearing requirements.

e. A community meeting report shall be provided to staff summarizing the meeting plan, discussion/minutes, and outreach efforts, along with supporting documents for the record, as part of the Special Use application.

E. Use Standards

1. General Development Standards
    a. Minimum Lot Area: Twenty (20) acres
    b. Maximum Height: Sixty (60) foot building height with up to an additional ten (10) feet for parapet and rooftop equipment, not to exceed seventy (70) feet total, subject to applicable Federal, State, and Local regulations
    c. Minimum lot width: Two hundred fifty (250) feet of frontage
    d. Minimum front yard setback: One hundred (100) feet
    e. Minimum side yard setback: One hundred (100) feet
    f. Minimum rear yard setback: One hundred (100) feet
    g. Minimum distance between buildings: One hundred (100) feet
    h. Maximum lot coverage: Eighty (80) percent
2. Infrastructure Requirements
    a. All data centers shall be served by public water. The use of private wells is prohibited.
    b. All data centers shall be served by public sanitary sewer.
    c. On-Site Power Generation
        i. Data center facilities may propose on-site power generation systems intended to support facility operations or reduce reliance on regional electrical infrastructure.
        ii. Any such systems shall be subject to review and approval by the County and must comply with all applicable federal, state, and local laws and regulations, including environmental permitting, safety standards, and utility coordination requirements.
        iii. Diesel generators as primary on-site power generation is prohibited, except during bona fide utility grid failures or emergency conditions.
        iv. On-site power generation facilities may include, but are not limited to:
            a. Diesel generator systems, limited use
            b. Renewable energy installations
            c. Energy storage systems
            d. Microgrid infrastructure

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e. Emerging technologies such as small modular reactors or similar systems subject to any applicable federal licensing and preemption limitations

i. Approval of such systems shall require demonstration that the proposed technology meets all applicable regulatory approvals and does not create adverse impacts to public safety, infrastructure, or surrounding properties.d. Utility CoordinationPrior to issuance of any land disturbance permit, written will-serve letters and approved plans shall be provided by all applicable utility providers, including water, sewer, and electric service providers.

3. Architectural Standards
    a. Data center buildings shall be designed to minimize adverse visual impacts on surrounding properties and public rights-of-way, as demonstrated through submitted architectural elevations, renderings, or viewshed analyses.
    b. For all building façades visible from a public street or right-of-way, exterior materials shall include a minimum of two (2) of the following:
        i. Brick, stone, or architectural precast concrete panels
        ii. Architectural metal panels with a non-reflective finish
        iii. High-quality fiber cement panels
    c. Building façades visible from public rights-of-way shall be designed to avoid large, uninterrupted blank walls and shall incorporate architectural elements such as material variation, articulation, modulation, recesses, projections, or similar features to create visual interest and reduce perceived building mass.
    d. To reduce perceived building mass, façades visible from public rights-of-way shall incorporate at least two (2) of the following design elements:
        i. Vertical or horizontal articulation at intervals not exceeding fifty (50) feet
        ii. Variation in building height of at least ten percent (10%) or stepped rooflines
        iii. Architectural projections or recesses with a minimum depth of two (2) feet
        iv. Changes in façade materials or colors, utilizing at least two material types
4. Buffers
    a. Where a data center site abuts a residentially zoned or residentially used property, a minimum undisturbed buffer of five hundred (500) feet shall be

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provided, measured from the property line. Buffers shall remain in a natural, forested condition except for approved fencing, access points, and utility crossings. Any disturbed or sparsely vegetated buffer areas shall be replanted in accordance with this UDC.

b. Where a data center site abuts non-residential zoning and on road frontage side, the buffer may be reduced to one hundred (100) feet. These buffers may be disturbed and replanted in accordance with this UDC.

5. Fencing
    a. Perimeter fencing shall be required to enclose the data center facility.
    b. Decorative metal fencing with landscape strip is required along frontage.
    c. Anti-climb features including barbed wire, razor wire, concertina wire, or similar materials are prohibited on fencing visible from public rights-of-way.
    d. Where fencing is located along a property line and visible from adjacent properties or public rights-of-way, fencing shall be decorative metal, with a minimum height of eight (8) feet.
    e. Where fencing is located within required buffers and is not visible from adjacent properties or public streets, vinyl-coated chain-link fencing may be permitted and may include anti-climb features.
6. Noise and maintenance requirements
    a. Maximum sound levels shall not exceed:
        i. Sixty (60) decibels (dBA) during daytime hours, between 7:00 a.m. and 10:00 P.M., as measured at any property line;
        ii. Fifty-five (55) decibels (dBA) during nighttime hours, between 10:00 p.m. and 7:00 a.m., as measured at any property line.
    b. Backup Generators
        i. All generators shall comply with U.S. Environmental Protection Agency (EPA) New Source Performance Standards (NSPS) and meet Tier 4 emission standards.
    c. Generator Testing and Operation:
        i. Generator testing shall not exceed ten (10) hours per month.
        ii. Testing shall be limited to Monday through Friday between 9:00 a.m. and 5:00 p.m., excluding weekends and federal holidays.
        iii. Generators shall be enclosed or screened with sound attenuation measures to reduce noise and air pollution.
        iv. Generator use exceeding permitted noise levels shall be allowed only during bona fide emergency utility outages.
    d. Monitoring and Reporting:

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i. Prior to issuance of a Certificate of Occupancy, the applicant shall submit a post-construction noise compliance report prepared by a qualified acoustical engineer.
ii. A continuous sound monitoring system shall be installed and operated 24 hours per day, 365 days per year to verify compliance with permitted noise levels.
iii. A noise report, generator testing and maintenance log shall be submitted annually to the Planning and Zoning Director as part of the required compliance report.

7. Required Studies & Analyses.
    a. The following studies shall be required as part of the data center review process at the zoning/special use application stage:
        i. Noise Impact Assessment
        ii. Environmental Impact Analysis
        iii. Water Consumption and Sustainability Plan
        iv. Energy Consumption and Sustainability Plan
        v. Sewer Capacity and Demand Analysis
    b. In addition, required at development review/land disturbance permit
        i. Lighting Plan
        ii. Transmission Line Impact Assessment
        iii. Tree Preservation and Reforestation Plan
        iv. Stormwater Management Plan
        v. Waste management plan
        vi. Emergency action plan
    c. All mitigation measures identified within required studies shall be incorporated into the approved development plans.
    d. Annual compliance reports detailing noise levels, water usage, and energy consumption shall be submitted to the Planning and Zoning Director for review.
    e. The applicant shall reimburse the County for costs of third-party professional review of required studies, assessments, or analyses, where such review is determined necessary by the County to evaluate the proposed development. Such costs shall be directly related to the application and shall be limited to services provided by qualified professionals retained by the County.
8. Site Lighting

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a. All exterior lighting shall utilize full cutoff, fully shielded (zero uplight) fixtures designed to prevent light trespass and preserve night sky conditions.
b. Light fixtures shall be located a minimum distance of four (4) times the mounting height from adjacent property lines.
c. The maximum height of site lighting shall not exceed twenty (20) feet above finished grade.
d. At any property line abutting a residential use, illumination shall not exceed 0.05 footcandles, measured at ground level or as otherwise approved by the Planning and Zoning Director, or their designee, based on photometric analysis.

9. Mechanical Equipment, Generator and Substations
    a. All mechanical equipment, generators, cooling equipment, and substations shall be fully screened from public rights-of-way and adjacent residential properties by an opaque wall, fence, or vegetated berm with a minimum height of 8 feet and located a minimum of 500 feet from residential properties.
10. Cooling and Ventilation Systems
    a. The Applicant shall specify the proposed cooling and ventilation equipment as part of the zoning petition. Open-loop cooling systems are prohibited. All liquid cooling shall utilize closed-loop or equivalent water-conserving technologies.
11. Emergency Response
    a. Annual training for emergency response personnel (Fire, EMA, 911) shall be coordinated by the operator. The applicant shall reimburse the County for associated costs related to specialized training or equipment needed for response to the facility, which are reasonably attributable to the proposed facility's unique operational characteristics.
    b. Security Plan Requirement

    The applicant shall submit a comprehensive Security Plan, subject to review by the County. The plan shall include:

        i. Controlled access points and access control systems;
        ii. 24/7 security staffing or monitoring;
        iii. Video surveillance coverage of all access points, perimeter, and critical infrastructure;
        iv. Security lighting sufficient for law enforcement operations;
        v. Procedures for trespassing, protests, and civil disturbances;

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vi. Emergency contact information and coordination protocols with local law enforcement.

c. Emergency Action Plan Enhancement
The required Emergency Action Plan shall include:
i. Active threat/active shooter response procedures;
ii. Bomb threat protocols;
iii. Evacuation and shelter-in-place plans;
iv. Coordination with local emergency services.

d. Cryptocurrency Facilities Additional Standards
Cryptocurrency facilities shall provide enhanced security measures, including:
i. Increased surveillance;
ii. Defined staffing or monitoring requirements;

e. Protest & Civil Disturbance Planning
Security or emergency plans shall include protocols for managing protests, including coordination with law enforcement and traffic control measures.

f. Enforcement Authority
The County, including the Sheriff's Office and Code Enforcement, shall have authority to enforce all provisions of this ordinance.

F. Decommission, Abandonment, and Site Restoration

The purpose of this section is to ensure that data center facilities are responsibly decommissioned, and sites restored in the event of facility closure, abandonment, or change in operational use. These provisions are intended to protect public health, safety, welfare, and the environment, and to ensure that property may be safely returned to productive use without leaving abandoned infrastructure or environmental hazards.

1. Notice of Cessation of Operations
   a. The owner or operator of a data center facility shall provide written notice to the Planning and Zoning Department of any intent to permanently cease operations of the facility.
   b. Such notice shall be provided not less than six (6) months prior to the anticipated cessation of operations.
   c. The notice shall include a general timeline for shutdown and the anticipated schedule for decommissioning activities.
2. Decommissioning Plan Required
   a. Prior to the commencement of any decommissioning activities, the property owner or operator shall submit a Data Center Decommissioning Plan for review and approval by the County.

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b. The Decommissioning Plan shall be reviewed by the appropriate County departments and all applicable agencies.
c. Decommissioning activities shall not commence until the Decommissioning Plan has been approved and all required permits have been issued.

3. Decommissioning Plan Contents

The Decommissioning Plan shall include, at a minimum, the following information:

a. A detailed timeline describing the anticipated phases of facility shutdown, equipment removal, infrastructure dismantling, and site restoration.
b. Procedures for the dismantling and removal of all data center related equipment and infrastructure including, but not limited to:
    i. servers and computing equipment
    ii. server racks and storage systems
    iii. cooling and mechanical equipment
    iv. backup generators
    v. fuel storage tanks
    vi. electrical substations and transformers
    vii. telecommunications infrastructure
    viii. ancillary mechanical or electrical systems associated with data center operations
c. Identification and proper handling procedures for all hazardous materials located on the site including, but not limited to:
    i. diesel fuel
    ii. batteries and battery storage systems
    iii. refrigerants
    iv. oils and lubricants
    v. cooling chemicals or fluids
    vi. All hazardous materials shall be removed, transported, and disposed of in accordance with applicable federal, state, and local regulations.
d. A site remediation plan addressing potential environmental impacts associated with data center operations, which may include:
    i. soil testing
    ii. groundwater testing, where applicable
    iii. identification of contamination
    iv. remediation measures if contamination is detected
    v. monitoring and verification procedures
e. Procedures for the safe disconnection and coordination with all applicable utility providers including:
    i. electrical service

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ii. water service
iii. sanitary sewer service
iv. telecommunications infrastructure
v. natural gas service, if applicable

f. Measures to restore the site to a safe and stable condition suitable for redevelopment or continued permitted use. Site restoration may include:
i. removal of foundations or structures as required
ii. grading and stabilization
iii. erosion control measures
iv. revegetation or landscaping where applicable

4. Decommissioning Permit
a. Decommissioning plans shall be submitted for review through the County's development review process.
b. Following approval of the Decommissioning Plan, the owner or operator shall obtain other applicable permits prior to commencement of decommissioning work.
c. Removal, abandonment, or transfer of ownership of electrical substations, transmission infrastructure, and related utility facilities shall be determined during the decommissioning review process in coordination with the applicable utility provider.

5. Financial Assurance
a. Prior to the commencement of decommissioning activities requiring a Land Disturbance Permit or site restoration work, the County may require financial assurance in a form acceptable to the County Attorney.
b. Acceptable forms of financial assurance may include:
i. performance bond
ii. irrevocable letter of credit
iii. escrow agreement
iv. other financial instruments deemed acceptable by the County
c. The amount of financial assurance shall be based on the estimated cost of decommissioning and site restoration as determined by the County.
d. Financial assurance shall remain in effect until the County has verified that all decommissioning and restoration work has been completed in accordance with the approved plan.

6. Inspection and Compliance
a. Decommissioning activities shall be subject to inspection by the County to ensure compliance with the approved Decommissioning Plan.

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b. Following cessation of operations and until final completion of decommissioning, the County may conduct periodic inspections of the property to verify compliance with the approved Decommissioning Plan.
c. Upon completion of all required work, the County shall conduct a final inspection to verify that all equipment, hazardous materials, and infrastructure have been properly removed and the site has been restored.

7. Abandonment of Facility
    a. A data center facility may be deemed abandoned if the facility ceases operations for a period of twelve (12) consecutive months, excluding temporary shutdowns for maintenance, upgrades, or repairs.
    b. Upon determination of abandonment, the County may require the property owner to submit and implement a Decommissioning Plan in accordance with this section.
    c. Failure to comply may result in enforcement actions as authorized under this Ordinance.
8. Completion of Decommissioning
    a. Decommissioning activities shall commence within six (6) months following cessation of operations or determination of abandonment and shall be completed within twenty-four (24) months, unless an extension is granted by the Planning and Zoning Director, or their designee, for good cause.
    b. Upon satisfactory completion of all required work and final approval by the County, any posted financial assurance may be released.
    c. Upon completion of decommissioning, the Special Use Permit authorizing the data center use shall be considered terminated and void.
    d. Reestablishment of a data center use on the property shall require approval of a new Special Use Permit.
9. Conversion or Change of Use
    a. Existing structures may be repurposed for other uses permitted within the underlying zoning district, subject to compliance with applicable building codes and zoning regulations.
    b. Conversion of an existing data center facility to another high-intensity computing or digital processing use, including but not limited to:
        i. cryptocurrency mining operations
        ii. artificial intelligence computing facilities
        iii. large-scale cloud computing or colocation centers not previously approved
        iv. similar high-density computing operations

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v. shall require review and approval as a new Special Use Permit, unless determined by the Planning and Zoning Director, or their designee, to be substantially similar to the originally approved use.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 8-SITE DEVELOPMENT

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 8 of the UDC establishes the site development standards applicable to development within Hall County, including regulations governing parking and loading, fencing and buffers, tree protection, sidewalks, open space, signs, architectural standards, amenities, outdoor lighting, cluster mailbox units, access, and related site design requirements; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 8 and recommended revisions to improve, clarify, and update the County's site development regulations; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Article 8; and

WHEREAS, the proposed amendments revise the site development standards contained in Article 8, including provisions governing parking and loading, landscape and buffering requirements, tree protection, sidewalks, open space, signs, architectural standards, amenities, outdoor lighting, access, and related development standards, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 8 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Article 8 and substituting in lieu thereof the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this the 27th day of August, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Article 8. Site Development

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Sec. 8.1. Parking and Loading

8.1.1. General

In order to facilitate the movement of emergency vehicles, to lessen congestion in the streets, and to prevent obstructing traffic and blocking streets, alleys and entrances to buildings, the following standards for off-street parking and loading are established.

8.1.2. Off-Street Parking Requirements

A. **Required Parking**

1. Off-street parking spaces must be provided on every lot on which any use is established.
2. Off-street parking spaces must be provided with vehicular access to a street or alley and must be equal in number to the minimum requirements as specified in Table 8.1.1.
3. Each fraction occurring in the total spaces required will be construed to mean one additional space.
4. In the case of any use which is not specifically mentioned, the Director may make the determination on required off-street parking based on the most similar use.
5. Spaces equipped with an electric vehicle (EV) charging station may be used to reduce the minimum requirements at a ratio of 1.5 standard parking spaces for every 1 EV charging station for a maximum of 10 EV equipped parking spaces.

Table 8.1.1 Required Parking

	Minimum Vehicle Parking Required
Residential Uses	
All household living, except as listed below	2 spaces per dwelling unit
Townhouse	2 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
Multi-family	2 spaces per dwelling unit plus 1 guest space for every 15 dwelling units
Cottage court	1.5 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
All group living	1 space for every 3 dwellings
Public/Institutional Uses	
All club or lodge	1 space per 200 sq. ft.
All college, public or private	1 space per 500 sq. ft.
All museum, library	1 space per 200 sq. ft.
All parks and open space, except as listed below	None
Marina	5 spaces for each boat ramp, plus 1 space for every 3 boat slips available for rent or lease

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All places of worship or community center	1 space for every 3 seats in the largest assembly space; or 1 per every 100 sq. ft. (if no fixed seating is provided)
All public buildings and uses as listed below	
Government facility, except school	1 space per 500 sq. ft.
Government facility, school	2 per classroom plus 1 space per student in grades 10-12
School, private	2 per classroom 5 per classroom for high schools plus 1 per 4 seats (if fixed seating is provided); or 1 per 100 sq. ft. (if no fixed seating is provided) for places of assembly
Commercial Uses	
All adult businesses	1 space per 100 sq. ft.
All animal care	1 space per 300 sq. ft. of indoor area accessible to patrons
All day care, except as listed below	1 space for each 10 children plus 1 space for each employee; an additional 1 space per vehicle operated by the facility
Adult day care	1 space per employee plus 1 space per vehicle operated by the facility
All eating and drinking establishments	1 space per 100 sq. ft. of indoor floor area
All event facilities	1 space per every 4 seats; or 1 space per every 200 sq. ft. of floor area (if no fixed seating is provided)
All indoor recreation, except as listed below	5 spaces per 1,000 sq.ft.
Bowling alley	4.5 spaces per each alley
Movie Theater	1 space per every 4 seats
All lodging	1 space per guestroom
All medical, except as listed below	4.5 spaces per 1,000 sq.ft.
Hospital	1 space per every 2 beds
All office	3 spaces per 1,000 sq.ft.
All outdoor recreation, except as listed below	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor area
Campground, travel trailer park, recreational vehicle park	1 space per 300 sq. ft. of office space plus 1 per camp site
Drive-in theater	No minimum
Amusement park, large outdoor assembly, outdoor sports fields, stadium, arenas	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided); or 1 per 100 sq. ft. (if no fixed seating is provided)
All personal service, except as listed below	3 spaces per 1,000 sq.ft.
Funeral home	1 per 300 sq. ft. of viewing rooms and chapels
All retail	3 spaces per 1,000 sq.ft.; or 4 spaces for every 1,000 sq. ft. for retail centers greater than 15,000 square feet in size
All vehicular as listed below	
Car wash	None

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Fuel sales	1 space per fuel pump
Service Station	3 spaces per each service bay plus 1 space per employee
Vehicular repair (major or minor)	2 spaces per 300 sq. ft.
Vehicular sales lot, including boat and recreational vehicles	1 space per 500 sq. ft.
Industrial Uses	
All craft manufacturing	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
All data center	1.5 spaces per 5,000 sq. ft.
All light industrial/manufacturing	1.5 spaces per 5,000 sq. ft.
All heavy industrial/manufacturing	1.5 spaces per 5,000 sq. ft.
All research and development	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
All self-service storage	1 space per every 300 sq. ft. of office plus 1 per every 20 storage units
All warehouse and distribution, including storage lot	1 per 300 sq. ft. of office plus 1 per 5,000 sq. ft. additional indoor area
All waste related services	1 per 300 sq. ft. of office plus 1 per 5,000 sq. ft. additional indoor area
All wholesale	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
Agricultural Uses	
All agriculture, except as listed below	None
Agri-entertainment	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided) or 1 per 250 sq. ft. (if no fixed seating is provided) for places of assembly
Equestrian center	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided) or 1 per 250 sq. ft. (if no fixed seating is provided) for places of assembly
Farm winery	1 space per 300 sq. ft. of indoor area accessible to patrons

FOR ADOPTION

8.1.3. Parking Lot Construction and Design Standards

The following standards apply to all off-street parking facilities.

A. **Design Standards**

1. All off-street parking facilities must be constructed of materials which will have a surface resistant to erosion, adequately drained to prevent damage to abutting properties or public streets, and maintained by the property owner.
2. Parking facilities must be arranged for convenient access and safety for pedestrians and vehicles.
3. Each parking space for nonresidential uses must be clearly defined and must be provided with adequate access to a public right-of-way.

4. Minimum dimensions for off-street parking spaces and drive aisles are provided in Table 8.1.2.

    a. Parking provided beyond the minimum required in Table 8.1.1. may include spaces designed for compact vehicles. Those spaces designed for compact vehicles must be clearly indicated on the site plan.

5. Driveways and curb cuts are to be constructed consistent with the standards found in Title 12 of the Hall County Code of Ordinances.

B. **Parking Lot Landscaping**

1. Frontage landscape strips must be provided between any parking lot designed or intended to accommodate five cars or more and any street frontage of the property on which the parking lot is located. Landscaping must be provided as follows unless the parking area is otherwise screened from the street by a building or other means. The depth of such strips must be 10 feet for commercial and industrial zoned property and 20 feet for residentially zoned property.

2. Such landscape strips may not contain any structures, parking areas, patios, stormwater detention facilities, or any other accessory uses except for:

    a. Retaining walls or earthen berms constructed as part of an overall landscape design.

    b. Pedestrian-oriented facilities such as sidewalks and bus stops.

    c. Underground utilities.

    d. Driveways required to access the property.

    e. Signs otherwise permitted by this UDC.

3. One tree must be provided within the frontage landscape strip for every 40 feet of length of street frontage, or portion thereof.

    a. Such trees must be of a type that is suitable to local growing conditions and that will normally reach at least 12 inches diameter breast height upon maturity.

    b. New trees must have a caliper of no less than two inches DBH and may be clustered for decorative effect following professional landscaping standards for spacing, location, and design.

4. All portions of a frontage landscape strip must be planted in trees, shrubs, or grass or ground cover, except for those areas that are mulched or covered by permitted structures.

5. Plant materials in the landscape strip must not extend into the street right-of-way unless specifically allowed by the Department of Public Works.

6. Where, for any reason, trees cannot be saved or planted within the required planting strips, the depth of the strip must be extended beyond the minimum indicated to such depth as necessary to accommodate the required landscaping.

7. Deciduous shade trees must be provided within any parking lot designed or intended to accommodate five cars or more, in accordance with the requirements of this section.

    a. One deciduous shade tree must be provided within the parking lot for every ten parking spaces or portion thereof. Each tree must be located

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within the parking lot in reasonable proximity to the spaces for which the tree was required.

8. A landscaping island must be located at the end of every parking bay between the parking space and an adjacent travel aisle or driveway. The island must be no less than 8 feet in width, equal to the depth of the parking bay, and planted with trees.

9. Interior landscaped areas such as islands, peninsulas, and medians must be installed at the rate of one per every 12 parking spaces. Landscaped areas must be at least 8 feet in width and equal to the depth of the parking bay.

    a. Each interior landscaped area must include at least one tree subject to approval by the county.

10. Tree planting areas within parking lots must provide at least 100 square feet of planting area per tree. No tree may be located less than two and one-half feet from the back of curb.

11. Landscaping islands and tree planting areas must be well drained and contain suitable soil and natural irrigation characteristics for the planting materials they contain.

12. To facilitate a more efficient and functional parking lot design, the Director may approve modifications to the above landscaping requirements, provided the total landscaping area is not reduced.

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Table 8.1.2. Dimensions for Parking Spaces and Drive Aisles

	Stall Width	Stall Depth	Drive Aisle Width
Two-way drive aisle 90°			
Regular	9 feet min.	17.5 feet min.	26 feet min.
Compact	8 feet min.	15 feet min.	
Two-way drive aisle 60°			
Regular	9 feet min.	18 feet min.	26 feet min.
Compact	8 feet min.	15.5 feet min.	
One-way drive aisle 75°			
Regular	9 feet min.	18.5 feet min.	22 feet min.
Compact	8 feet min.	16 feet min.	
One-way drive aisle 60°			
Regular	9 feet min.	18 feet min.	18 feet min.
Compact	8 feet min.	15.5 feet min.	
Two-way drive aisle 45°			
Regular	9 feet min.	16.5 feet min.	16.5 feet min.
Compact	8 feet min.	14.5 feet min.	

8.1.4. Additional Vehicle Parking Provisions

A. **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 **Error! Reference source not found.**. Off-site parking spaces must be associated with the permitted use and may not thereafter be reduced or encroached upon in any manner.

B. **Shared Parking**

1. The required parking space for any number of separate uses may be combined in one lot, but the required space assigned to one use may not be assigned to another use at the same time, except that one-half of each parking space required for churches, theaters, or assembly halls may be assigned to a use with off-setting hours of operation.
2. Up to 50 percent of the required off-street parking for places of public assembly may be met by utilizing parking facilities which normally serve businesses with off-setting hours of operation if the parking facilities are within 300 feet of the place of public assembly.

C. **Prohibitions**

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Notwithstanding any other provisions of this UDC, the following prohibitions apply to all off-street parking areas.

1. Except for single-family residential uses, all off-street parking areas that make it necessary for vehicles to back out directly into a public road, street or highway are prohibited.
2. No required off-street parking space may be used for the sale, repair, dismantling or servicing of any vehicles, equipment, materials or supplies.

8.1.5. Off-Street Loading Requirements

A. Every building or structure used for business, trade or industry must provide space as indicated in Table 8.1.3. for the loading and unloading of vehicles. Off-street loading spaces must have access to a public alley or public street.

B. The off-street loading spaces must be provided on the same lot as the structure they are intended to serve, and in no case may any off-street loading space be part of the area used to satisfy the off-street parking requirements of this section. Each space provided must have at least 14-feet of overhead clearance.

C. All off-street loading areas visible from a public right of way must be screened with a landscape buffer at least 10 feet in width in accordance with Sec. 8.2.4.

Table 8.1.3 Required Loading Spaces

Use	Unit of Measure	Required Loading Spaces
Commercial/Retail	20,000 sq. ft. of floor area	1 per unit, min. 15' X 25'
Industrial	20,000 sq. ft. of floor area	1 per unit, min. 15' X 50'
Schools, public	N/A	2 spaces total, min. 15' X 25'
Bus and truck terminals	N/A	Sufficient space to accommodate the maximum number of buses or trucks to be stored or to be loading or unloading at the terminal at any one time.

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Sec. 8.2. Fencing and Buffers

8.2.1. General

Buffers are required between incompatible land uses and zoning districts, around particular visually objectionable structures, and between certain land uses located along certain streets in order to provide separation and privacy and to reduce the impact of noise, debris, and undesirable lighting to adjacent properties.

8.2.2. Fences and Walls

Fences and walls are permitted in all districts. When erected in compliance with the standards of this section fences and walls do not require a building permit.

A. **Fence and Wall Standards**

1. Fences may be no more than 7 feet in height in side and rear yards for all uses, unless otherwise permitted by this UDC.
2. Fences in yards adjacent to a street may be no more than 6 feet in height.
3. Walls may be no more than 4 feet in height for all uses, unless otherwise permitted by this UDC.
4. Design standards.
   a. Residential: Fences and walls in residential districts must be constructed of wood, brick, stone, decorative metal or aluminum, and split rail. Barbed wire may only be used for permitted agricultural purposes.
   b. Nonresidential: Fences and walls in nonresidential districts must be ornamental or decorative and must be constructed of wood, brick, stone, metal, or split rail. The use of chain link fencing, barbed wire, and metal mesh is not permitted.
   c. In all districts the use of discarded or scrap materials such as tires, scrap metal, scrap fabric, plastics, or fiberglass is prohibited.
5. No fence or wall may be erected in the county right of way.
6. See Sec. 8.2.4.F. for additional standards for fences and walls adjacent to street intersections.

8.2.3. Required Buffer Areas

Except as noted in Sec. 8.2.4.B.4., a vegetated buffer area with a minimum width as specified in Table 8.2.1. must be planted parallel with the lot line when a non-residential use or district abuts property zoned AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, and R-MF.

All major subdivisions and mixed-use developments shall provide a buffer at least 50 feet in width which must be established along the perimeter of all property boundaries to ensure that the developments are appropriately screened. Buffers must meet the standards of Sec. 8.2.4. When a commercial use abuts a frontage, a 20-foot landscape strip may be proposed on the frontage side in place of the required 50-foot buffer.

Within mixed-use developments, where residential and industrial uses are located within the same development, a minimum 50-foot buffer shall be provided between such uses.

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Table 8.2.1. Buffer Requirements

Use	Required Buffer from Residential Use or District
Office or Commercial, no outdoor activity	10 feet min.
Office or Commercial, outdoor activity*	20 feet min.
Industrial, no outdoor activity	30 feet min.
Industrial, outdoor activity*	50 feet min.
Mixed-Use developments where residential abuts industrial	50 feet min.

Table notes:
*Outdoor activity does not include required parking or loading areas.

8.2.4. Buffer Types and Standards

A. **General**

1. Buffers must be undisturbed and may contain no structures except for walls, fences, or structures otherwise allowed in the buffer by this UDC.
2. Buffers may be made up of existing vegetation or planted vegetation or a combination of the two.
3. Buffers must be located wholly on the subject property.
4. The owner of the property on which the buffer is located is responsible for the maintenance, repair, and replacement of the required buffer.
5. The vegetation must be located or planted far enough from the property lines to prevent encroachment into adjacent properties.
6. The required buffer must be installed prior to occupancy or commencement of use. Where compliance with the preceding is not possible because of the season of the year, the Building Official may grant a temporary occupancy permit until the season changes.

B. **Buffer Material**

1. The buffer strip must be planted as specified in Table 8.2.1. and must consist of evergreen trees or shrubs at least 5 feet in height at the time of planting, spaced to provide a continuous screen when mature.
   a. Where buffer widths greater than 10 feet are required, the remaining buffer adjacent to the residential district use may be left in a natural forested state, if such condition exists, or planted with a mix of deciduous and evergreen trees.
   b. Where existing vegetative material in good condition meeting the minimum height remains in the buffer area after clearing and construction, it may be utilized and credited toward meeting the screening requirement. The county must approve the materials and planting plan for the buffer prior to the buffer being established.
2. Spacing of plants should be the minimum required for mature plants, and staggered rows of plantings may be used if necessary to attain the required initial screening. Screening plants must be nursery-grown and of such size, species, and condition as to ensure the maximum initial screening commensurate with a high rate of survival and a high growth rate. Other trees planted to re-establish a forested area must be a minimum caliper of at

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least three inches at the time of planting.

3. Earthen berms may be incorporated in the buffer design upon approval by the Director after a determination that the berms will not cause drainage or erosion problems to the subject site or adjacent properties.

4. A structural buffer such as a solid fence or wall may be substituted, upon approval from the Director, for part or all of the vegetated buffer as follows:

   a. A brick or stone wall at least 6 feet in height may be erected adjacent to the property line in lieu of the buffer requirements.

   b. A solid wooden fence at least 6 feet in height may be erected adjacent to the property line. The fence must have a natural finish and the finished side of the fence must face the adjacent property. If stained or varnished, the resulting finish must be natural in appearance.

5. For nonresidential uses with outdoor storage, the construction of both a vegetative and structural buffer must be provided upon determination by the Director that the buffer requirement will otherwise be insufficient to achieve the desired level of screening.

C. **Buffer Height**

The screening vegetation must attain a minimum height of 10 feet within five years of establishment of the buffer. Where the required interim growth has not been attained, the property owner is responsible for replacing the vegetation with new vegetation that will meet the buffer requirement within the remaining portion of the original five-year period.

D. **Buffer Width**

The buffer width must be as indicated in Table 8.2.1. unless a structural buffer has been approved in accordance with Sec. 8.2.4.B.4.

E. **Maintenance of Buffer**

All buffers required by this section must be maintained in a healthy condition and pruned to provide a solid screen with maximum opacity from the ground to a height of at least ten feet. Should vegetation die or be removed such that the buffer no longer functions as required, that vegetation must be replaced by the property owner. Fences or walls serving as a buffer must remain in a good state of repair to provide a solid screen.

F. **Vision Clearance at Intersections**

In all districts no plantings, fences, walls, signs or other obstruction to vision between the heights of 3 feet and 15 feet may be permitted within 25 feet of the intersection of the right of way lines of two streets, railroads or driveways, and a public road.

G. **Modification of Buffer Requirements**

1. The Board of Commissioners may modify or waive the buffer requirements on rezonings and uses subject to their approval upon determination that the buffer is not necessary or creates a hardship.

2. The Planning Commission may modify or waive the buffer requirements on uses subject to their approval upon determination that the buffer is not necessary or creates a hardship.

3. The Director may modify or waive the buffer requirements on plan approvals not subject to Planning Commission or

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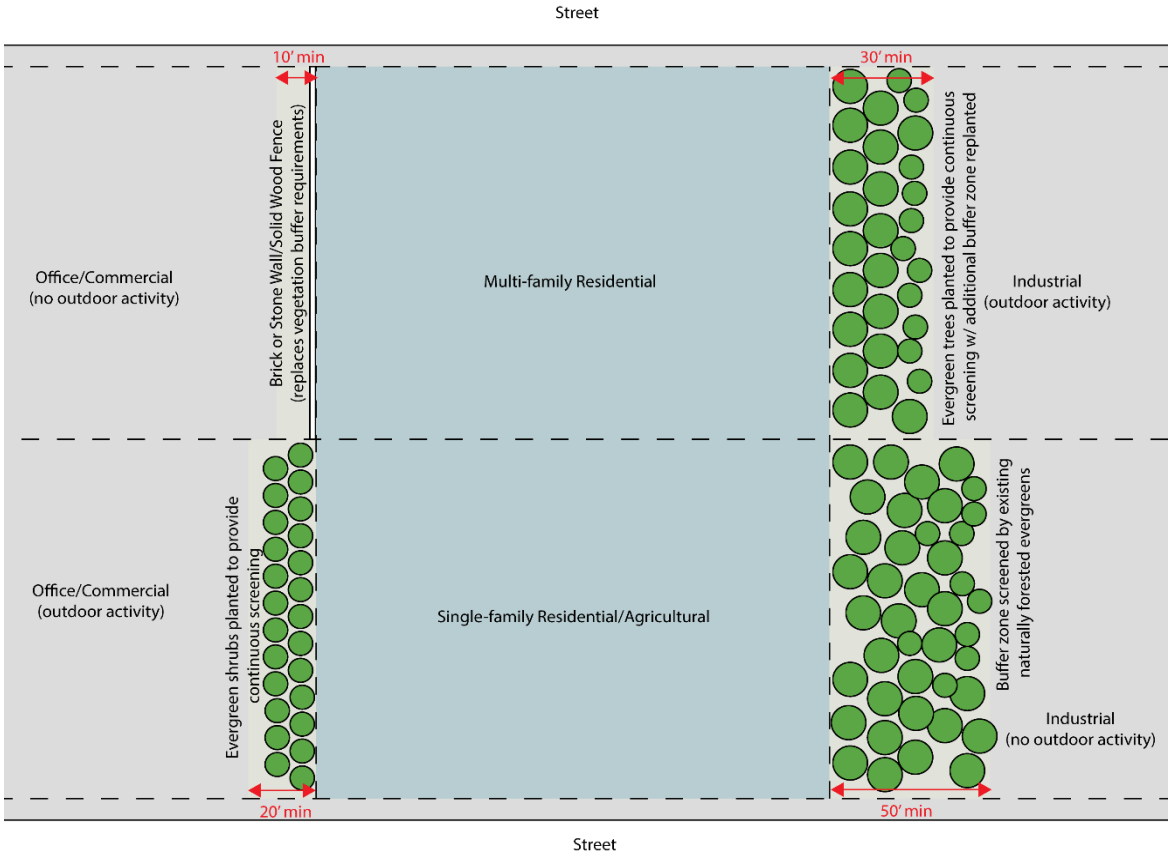
Board of Commissioners review, based on a specific finding that existing topography, vegetation, building orientation or other physical characteristics of the area will provide screening and buffering that meets the intent of this section.



Buffer Design Standards, Figure 8-1

H. **Additional Landscaping.**

In addition to the tree protection requirements of Sec. 8.3., the following standards apply for all major residential subdivisions and mixed-use developments with residential components:

1. At least two trees per residential lot/unit must be provided. Trees may be located in the front, side, or rear yard. Where individual lots are not proposed, tree location is subject to the Planning and Zoning Director or their designee.
2. These trees may not be counted towards the developments tree density unit requirement.
3. No new trees may be located within any utility easement, drainage easement, or septic drain field.
4. The developer is responsible for planting or preserving the individual lot trees prior to issuance of a certificate of occupancy.

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8.2.5. Frontage Landscape Strips

A. **Purpose**

1. The purpose of this Section is to provide a consistent landscaped edge along public streets, enhance the visual character of development, and buffer views of parking areas and other site features from the public right-of-way.

B. **Applicability**

1. A frontage landscape strip shall be provided along all street frontages for any development subject to site plan or subdivision approval.
2. A frontage landscape strip shall not be required where a minimum of fifty (50) feet in depth along the street frontage is an undisturbed buffer, as long as it meets the buffer standards and is approved by the Planning and Zoning Director or their designee.

C. **Minimum Width**

1. Frontage landscape strips shall have a minimum depth of:
   a. Ten (10) feet for commercially and industrially zoned property;
   b. Twenty (20) feet for residentially zoned property.

D. **Permitted and Prohibited Elements**

1. Frontage landscape strips shall not contain structures, parking areas, patios, stormwater detention facilities, or other accessory uses, except for the following:
   a. Retaining walls or earthen berms as part of an overall landscape design;
   b. Pedestrian facilities such as sidewalks, multi-use paths, and transit stops;
   c. Underground utilities;
   d. Driveways providing access to the property;
   e. Signs permitted by this Code.

E. **Planting Requirements**

1. A minimum of one (1) tree per forty (40) linear feet of street frontage, or portion thereof, shall be provided within the frontage landscape strip.
2. Trees shall:
   a. Be species suitable to local growing conditions;
   b. Reach a minimum of 12 inches diameter at breast height (DBH) at maturity;
   c. Have a minimum planting size of two (2) inch caliper and six (6) feet tall at the time of installation.
3. Trees may be grouped or clustered, provided overall spacing and distribution achieve a consistent landscaped appearance.
4. All areas within the frontage landscape strip shall be planted with trees, shrubs, grass, or groundcover, except for permitted elements.

F. **Installation and Design Standards**

1. Plant materials shall not extend into the public right-of-way.
2. Landscaping shall be designed and installed in accordance with generally accepted landscaping practices and any applicable County standards.

G. **Adjustments**

1. Where site constraints prevent the installation of required trees within the minimum frontage landscape strip, the width of the strip shall be increased as necessary to accommodate the required plantings.

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2. Alternative design solutions may be approved by the Planning and Zoning Director or their designee, provided the intent of this Section is met.

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Sec. 8.3. Tree Protection

8.3.1. General

Growth and development in Hall County has resulted in the reduction of the overall tree canopy. The county recognizes the valuable benefits that trees hold to the community, including:

A. Improved health of Hall County's citizens.

B. Improved air quality.

C. Improved water quality.

D. Improved soil quality.

E. Reduced noise and glare and better buffering or screening between uses.

F. Increased shade to improve the quality of life and mitigate the urban heat island effects.

G. Improved community aesthetics and increased property values.

The purpose of these regulations is to encourage the conservation of the existing tree canopy and to provide standards for the removal, protection, and replacement of trees within the county.

8.3.2. Definitions

The following words have the meanings indicated below as used in this Sec. 8.3.

Agricultural activities.

1. Good-faith commercial production from the land or on the land of agricultural products, including horticultural, floricultural, dairy, livestock, poultry, and apiary products, but not including forestry products (See also tree farming);

2. Clearing trees for the purpose of planting crops, providing pasture for livestock, or constructing buildings accessory to production of agricultural products.

Building tree line. The lines extending from the corners of a building nearest a street to the side lines of the lot (not including a street right-of-way), parallel to the right-of-way line or to the chord of that line.

Caliper. Tree trunk diameter measured at a point six inches above ground level.

Canopy tree. A species of tree that normally reaches a height at maturity in excess of 40 feet and in which the layers of leaves and branches of the tree are so arranged or formed to provide shade. Examples of canopy trees would include scarlet oak, northern red oak, shumard oak, water oak, white oak, yellow poplar, red maple, sugar maple, American elm, winged elm, Chinese elm, trident maple, pin oak, American beech, pecan, southern magnolia, sweetgum, and willow oak, or other species as approved by the Director.

Clear cut. The large-scale, indiscriminate removal of trees, shrubs, and undergrowth with the intention of preparing real property for non-agricultural development purposes.

Critical root zone. The land area circular in shape and centered on the trunk of a tree, the radius of which circle is determined by the farthest extent of the drip line from the trunk.

DBH (diameter-at-breast-height). Tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one half feet, each trunk must be measured as a separate tree.

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Development site. That portion of a tract of land that will be dedicated to a proposed development, including that land containing trees that will be counted toward satisfying the requirements of these provisions. Where a development site is smaller than the tract in its entirety, only those trees specified to be within the construction area may be counted toward meeting the 15 units per acre requirement.

Drip line. A perimeter formed by the points farthest away from the trunk of a tree where precipitation falling from the branches of that tree lands on the ground.

Significant tree. A tree in fair or better condition which has been determined to be of a high value by a trained arborist or other trained professional as approved by the Director because of its species, size, age, or other professional criteria. A tree is considered in fair or better condition if:

1. Its life expectancy is greater than 15 years;
2. It has a relatively sound and solid trunk with no extensive decay or hollow with less than 29 percent radial tip die-back; and
3. It has no major insect or pathological problems.

Hardwood trees such as oaks and hickories and softwood trees such as pines and cedars whose diameters are 18 inches DBH or more and small hardwoods such as dogwoods, redbuds or sourwoods whose diameters are eight inches DBH or more are considered significant trees due to size. A tree of lesser size than the preceding may be significant if it is a rare or unusual species or is of historical significance or is specifically used by design as a landscape focal point of the project.

Tree farming. Planting, cultivating, and harvesting of trees in a continuous cycle as a regular practice on a tract of land, not including the removal of trees for purposes of development or the removal of trees without replanting.

8.3.3. Applicability

A. The tree protection zone applies to the entirety of a tract of land for which no tree protection plan has been approved. After such approval, the tree protection zone must correspond to that part of a tract of land designated as a tree conservation area in the plan.

B. The tree protection zone does not apply to the following (but see the soil erosion and sedimentation control ordinance for provisions regarding retention of undisturbed natural vegetative buffers adjacent to Lake Lanier and other state waters):

1. Property already occupied by an owner-occupied single-family dwelling, unless nonresidential uses are proposed for such property. Any construction, paving, or other activity on the property that will damage trees on the public right-of-way is subject to the restrictions of Sec. 8.3.5.
2. Public utility companies and government agencies conducting operations on public and utility rights-of-way and easements or on-sites for electric power substations and similar facilities, which operations are for the purpose of assuring uninterrupted utility and governmental services and unobstructed passage on public streets.
3. Property in use for tree farming or other agricultural activities, provided the

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4. best management practices established by the Georgia Forestry Commission or the state Department of Agriculture are observed.
5. Family held property the subdivision of which is affected for the sole purpose of transferring a portion of such property to one (1) or more family members for use as the family member's primary residence.
6. Minor subdivisions as defined in **Error! Reference source not found.**.

8.3.4. Removal of Trees

A. **Permit.** On properties which are not exempted under Sec. 8.3.3.B., a permit is required to remove or cause the death of existing significant trees and any other trees ten inches DBH or larger located within the tree protection zone, or for grading or other work adjacent to a tree which would affect it adversely. An approved tree protection plan is required for issuance of a permit. Permit requirements are waived where the county determines that trees to be removed are dead, diseased or are infested to the extent that removal is necessary, or have been damaged by lightning, wind, ice, or other disasters to the extent that public safety is endangered.

B. **Retention.** The property owner must retain trees on the property equivalent to 15 units per acre of development site in accordance with these regulations and the approved plan, including, if necessary, replacing trees which die or are irreparably damaged.

8.3.5. Protection of Existing Trees

A. When a choice is available as to which existing trees to save, emphasis must be given to the preservation of significant trees, even isolated individual trees, over retention of other trees. Nonsignificant trees, however, should be saved in stands rather than as individual trees scattered over a site. Removal of significant trees and other trees ten inches DBH or larger may be permitted only in conjunction with an approved preliminary tree protection plan, an approved grading plan, and actual grading of building pads. Removal of trees to clear a lot without a development plan is not permitted.

B. On properties which are not exempted under Sec. 8.3.3.B. the following provisions apply, with the exception that encroachment on the critical root zone of a tree is permitted where necessary to the development, such as the construction of a driveway, provided that the tree may not be counted toward the required 15 units per acre of development site:

1. No person may:
   a. Cut, carve, or otherwise damage or remove any tree except in accordance with the provisions of this section;
   b. Attach any wire, nails, advertising posters, or other contrivance harmful to any tree;
   c. Allow any gaseous, liquid, or solid substance which is harmful to trees such as concrete washout, fuel, lubricants, herbicides, or paint, to come in contact with any tree; or
   d. Set a fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any tree.
2. During excavation, filling, construction, or demolition operations, each tree or stand of trees to remain on the property must be protected against damage to

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bark, roots, and low-hanging branches with a fence enclosing the critical root zone. Fencing must be either plastic construction area fencing, silt fencing, 12-gauge two-inch by four-inch wire mesh, double one-inch by four-inch rails on two-inch by four-inch posts, or high-visibility surveyors' tape on one-inch by two-inch posts. The height of the latter three fence types must be at least four feet.

3. All building materials, vehicles, construction equipment, dirt, debris, or other objects likely to cause soil compaction or above-ground damage must be kept outside the critical root zone. Where a limited amount of encroachment is unavoidable and is approved by the county, the critical root zone must first be mulched with a four-inch layer of processed pine bark or wood chips or a six-inch layer of pine straw.
4. There may be no raising or lowering of the ground level within the critical root zone. Stripping of topsoil in the critical root zone is not permitted. Where necessary, the use of moderate fill is permitted only with prior installation of an aeration system approved by the county. Deposition of sediment in the critical root zone must be prevented by placement of sediment barriers backed by two-inch by four-inch wire mesh in areas of steep slope.
5. No person may excavate any ditch or trench within the critical root zone. Where such encroachment is unavoidable and is approved by the county, ditches or trenches must be located in a manner to minimize root damage. If roots must be cut, root pruning procedures approved by the county must be employed.
6. No person shall pave with concrete, asphalt, or other impervious material within the critical root zone unless authorized by the county.

8.3.6. Tree Replacement

The following standards apply to the replacement of trees:

A. Spacing and the potential size of species chosen must be compatible with spatial limitations of the site.

B. The species must be ecologically compatible with the specifically intended growing site.

C. The trees must have the potential for size and quality comparable to those removed.

D. The trees must be compatible in extent of crown and root systems at maturity with nearby utilities.

E. Planting preference will be given to specimens of no more than three inches DBH.

F. Where trees must be added to achieve the required 15 units per acre of development site, pines may not comprise more than 30 percent of the required units. Where existing pines already comprise 30 percent or more of the required units, no additional pines may be credited toward the required units. At least 25 percent of the replacement tree units must be canopy trees.

G. Authority for questions of tree characteristics shall be publications of the USDA Forest Service, Georgia Forestry Commission, Cooperative Extension Service of the University of Georgia College of Agriculture, American Forest Foundation, The National Arbor Day

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Foundation or any other authority found acceptable by the county.

8.3.7. Tree Measurements

The diameter of a tree's trunk will be measured and a value assigned in units in accordance with tables 8.3.1., 8.3.2, and 8.3.3. The values assigned to trees of the same size will be different for existing and new trees, as indicated. One unit is not the same as one tree.

Table 8.3.1. Unit Values for Existing Trees

Inches*	Units	Inches*	Units
1-4	0.1	28	4.3
5-6	0.2	29	4.6
7	0.3	30	4.9
8	0.4	31	5.2
9	0.5	32	5.6
10	0.6	33	5.9
11	0.7	34	6.3
12	0.8	35	6.7
13	0.9	36	7.1
14	1.1	37	7.5
15	1.2	38	7.9
16	1.4	39	8.3
17	1.6	40	8.7
18	1.8	41	9.2
19	2.0	42	9.6
20	2.2	43	10.1
21	2.4	44	10.6
22	2.6	45	11.0
23	2.9	46	11.5
24	3.1	47	12.0
25	3.4	48	12.6
26	3.7	49	13.1
27	4.0	50+	13.6

*Measured at DBH

Table 8.3.2. Unit Values for Replacement Trees

Caliper	Units
1	0.4
2	0.5
3	0.6
4	0.7
5	0.8
6+	1.0

Table 8.3.3. Unit Values for Large Species Trees

Caliper	Units
1	0.5
2	0.6
3	0.7
4	0.9
5+	1.1

8.3.8. Tree Protection Plan

A proposal for development or improvement of any tract of land must include a tree protection plan. The tree protection plan may be included on the soil erosion plan. Such plan must be submitted to the county prior to any grading, bulldozing, or other removal of existing vegetation. A preliminary plan may be submitted in certain circumstances as provided in Sec. 8.3.8.B.

A. The full tree protection plan must show the following:

1. The extent of the development site.
2. All significant trees to be removed and all other trees ten inches DBH or larger to be removed.
3. All significant trees and all other trees ten inches DBH or larger which will remain on the development site and be

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protected during construction, including trees less than ten inches DBH which are submitted for credit as part of the required 15 units per acre of development site.

4. In heavily wooded areas that will not be disturbed, the plan may show only the boundaries of each stand of trees and a list of the number, size, and type (e.g., hardwood, softwood, deciduous, evergreen) of trees in each stand which are submitted for credit.
5. Areas subject to provisions of the soil erosion and sedimentation control ordinance regarding retention of undisturbed natural vegetative buffers adjacent to Lake Lanier and other state waters must also be shown.
6. Locations of proposed on-site underground utility lines.
7. Locations of other on- and off-site utility lines. The plan must indicate areas where trees cannot be planted because of interference with existing or proposed utilities on public rights-of-way or on utility rights-of-way or easements and existing utilities on adjoining properties.
8. Limits of land disturbance, clearing, grading, and trenching.
9. Limits of tree conservation areas, showing trees to be maintained and planted, specifying type and size.
10. Grade changes or other work adjacent to a significant tree or any other tree ten inches DBH or larger which would affect it adversely, with drawings or descriptions as to how the grade, drainage, and aeration will be maintained around the tree.
11. Planting schedule, if applicable.

B. A preliminary tree protection plan may be submitted for development of an industrial park where multiple sites will be cleared and graded for purposes of marketing vacant sites to industrial prospects. Planting of new trees will not be required on a lot until a use is developed on that lot, and locations of new trees need not be shown on the preliminary plan. The preliminary tree protection plan for industrial, office or commercial parks must show the following:

1. The extent of the development site.
2. Limits of land disturbance, clearing, grading, and trenching.
3. All significant trees to be removed and all other trees ten inches DBH or larger to be removed.
4. Grade changes or other work adjacent to a significant tree or any other tree ten inches DBH or larger which would affect it adversely, with drawings or descriptions as to how the grade, drainage, and aeration will be maintained around the tree.
5. Units of trees that will be required on the lot when it is developed, calculated both without subtracting any building footprint area from the acreage and by subtracting one-third of the lot area as assumed building area.

C. Where property has been clear-cut of trees in violation of the Best Management Practices as established by the Georgia Forestry Commission, or in violation of the provisions of this Article, no rezoning or permissive use application may be made for that property for a minimum of three years.

FOR ADOPTION

8.3.9. Requirements for Commercial, Industrial or Multi-family Residential Developments

The following standards apply to all commercial, industrial or multi-family residential uses.

A. Upon completion of development, all properties must have a number of trees equivalent to 15 units per acre of development site.

B. Existing significant trees or any other trees ten inches DBH or larger that are in excess of the required 15 units per acre of development site but outside the construction area may not be removed unless adjacent development would cause irreparable damage to the critical root zones.

C. Flowering ornamental trees may not be used in density calculations.

D. Trees located within the 25 foot non-disturb buffer of a creek or stream may not count toward the unit requirement.

E. Where trees must be added to achieve the required 15 units per acre of development site, such additions may be made between the street right-of-way and the building tree line in locations approved by the Director.

F. Trees required by this UDC in relation to parking lot landscaping may be included in calculating the required 15 units per acre. However, trees existing or planted in a buffer required under Sec. 8.2.4. are not to be counted as part of the minimum 15 units per acre requirement.

G. On properties on which the requirements of this section would exceed the required 15 units per acre, the Department of Planning and Zoning must approve of the location and design of the landscape plan.

8.3.10. Requirements for Single-family Residential Developments

The following standards apply to all single-family residential developments which are subject to preliminary plat approval.

A. A tree plan must accompany all preliminary plat submissions. The tree plan must indicate the location of all significant trees and existing tree stands, and the limits of clearing proposed to accommodate the construction of roads, utilities and other infrastructure necessary for the development of the subdivision.

B. The removal or clearing of trees or other existing vegetation is prohibited outside the appropriate clearing boundaries as defined on the approved preliminary plan.

C. Lots may not be cleared and prepared during the construction of the roads, infrastructure, utilities, etc. Where limited clearing is necessary, a note must be placed on the final plat indicating a tree plan for the lot in its entirety.

D. In order to encourage the preservation of significant trees and the incorporation of these trees into the design of the development, additional density credit will be given for significant trees that are successfully saved. Credit for any significant tree saved will be two times the assigned unit value shown in Table 8.3.1.

E. Any significant tree that is removed without the appropriate review and approval by the Department of Planning and Zoning must be replaced by trees with a total density equal to twice the unit value of the tree removed.

FOR ADOPTION

F. Preference is given to existing trees that will be maintained on the property.

G. Each residential subdivision development must, upon completion, achieve a tree count equivalent to 15 tree units per acre. It is anticipated that this requirement must be achieved through the preservation of existing trees on the site. However, where a site is primarily pastureland (90 percent open space or greater) prior to the initiation of the subdivision development, the tree units required may be calculated using the total acreage from disturbed areas only (i.e. acreage from road and utility construction).

H. For subdivision developments in which trees must be planted to achieve the required tree units, the final plat must include a landscaping plan specifying the method in which the requirement is met. Any new trees required must be planted prior to the issuance of an occupancy permit for any dwelling located on a lot which would require a tree unit(s).

FOR ADOPTION

Sec. 8.4. Sidewalks

8.4.1. General

The county finds that it is in the interests and safety of its citizens to provide safe, adequate space for pedestrians along rights-of-way.

8.4.2. Applicability

Sidewalks are to be installed along all new public rights-of-way or private streets as indicated in Sec. 8.4.3.

8.4.3. Standards for Design and Construction

A. Where installed, sidewalks must conform to the following standards:

1. Sidewalks must be at least five feet in width.
2. Sidewalks are to be installed no less than one foot from the back of the required curb or edge of pavement, as applicable.
3. All sidewalks must be constructed of a material as approved by Hall County as follows:
    a. At least four inches in thickness.
    b. Compacted subgrade (95 percent Standard Proctor).
    c. Class "A" concrete (3,000 psi).
    d. Sidewalks must have a ¾-inch grooved joint maximum ten-foot on center.
    e. Expansion joints must be installed at least every 40 feet and at catch basins, driveways, roads, and other similar locations as determined by the Hall County Engineer.
    f. All sidewalks must be broom finished.
    g. Sidewalks must have a ¼-inch per foot cross slope.
4. Sidewalks must be compliant with the Americans with Disabilities Act (ADA).

8.4.4. Additional Requirements for Residential Subdivisions

See Sec. 9.1.1. and 9.1.1. for additional requirements for sidewalks in residential subdivisions.

8.4.5. Exemptions and Waivers

A. The following exemptions apply to the installation of sidewalks:

1. Along state owned rights-of-way, sidewalks are subject to the requirements of the Georgia Department of Transportation.
2. New single-family residential construction in the AG-1 and AR-1 zoning districts are not required to install sidewalks.
3. New single-family residential construction in the V-C, R-1-L, and R-1 zoning districts, when not a part of a residential subdivision, are not required to install sidewalks.

B. The Director may waive or modify the requirements for sidewalks in Sec. 8.4.2. and 8.4.3. upon evidence that:

1. There exist site conditions related to topography, wetlands, streams, or mature trees which would be negatively impacted by the installation of sidewalks; or
2. There are existing sidewalks on the block face opposite of the subject property which meet the standards of this Sec. 8.4.

FOR ADOPTION

8.4.6. Sidewalk Repair and Maintenance

A. Sidewalks on county right-of-way will be inspected by Hall County Engineering Division on a periodic basis, and as directed by citizen concern, to see that the sidewalks are in a safe and suitable condition for public use and travel. The County Engineer will determine repair requirements for any damage observed to bring the sidewalk back to a safe and suitable condition. The repair of sidewalks due to damage caused by activities of a resident, their guests, or their contractors will be the responsibility of the landowner, and a notification letter will be sent indicating such. The repair of sidewalks due to damage caused by activities of a subdivider's contractor or a subcontractor will be subdivider's responsibility, and a notification letter will be sent indicating such.

B. Upon receiving the notification letter, the landowner or subdivider has three options in repairing the sidewalk:

   1. The landowner or subdivider may repair the sidewalk. The Hall County Engineering Division will inspect the sidewalk repair work, and any inconsistencies with the sidewalk specifications will need to be corrected. Sidewalks not repaired within 60 days of receiving the notification letter will be repaired by Hall County as provided in Sec. 8.4.6.B.3.

   2. A subcontractor hired by the landowner or subdivider may repair the sidewalk. The Hall County Engineering Division will inspect the sidewalk repair work, and any inconsistencies with the sidewalk specifications will need to be repaired. Sidewalks not repaired within 60 days of receiving the notification letter will be repaired by Hall County as provided in Sec. 8.4.6.B.3.

   3. The landowner or subdivider may choose to allow Hall County or its representatives to repair the sidewalk. Charges will be assessed to the landowner, and the cost of the repairs will be as per the most current Georgia Department of Transportation Item Mean Summary, or in accordance with actual Hall County contractual bid prices.

FOR ADOPTION

Sec. 8.5. Open Space

8.5.1. General

A. Purpose and Findings

The County finds that the preservation and conservation of undeveloped greenspace within its jurisdiction will have a significant impact on maintaining the character of the county as it continues to grow and develop. The intent of open space requirements is to conserve open land, preserve natural features and wildlife habitat, minimize land disturbing activities, create developments with direct access to open land and amenities, and provide active and passive recreational opportunities for residents in accordance with the Comprehensive Development Plan.

B. Defined

Open space is an area of land essentially unimproved in its natural state and set aside, dedicated, designated, or reserved for permanent protection. Open space areas may be utilized for common use or enjoyment through means of active or passive recreation but may not be occupied by non-recreational uses or structures.

8.5.2. Applicability

Open space is required as shown on Table 8.5.1. Open space must conform to the requirements of this Sec. 8.5 and any other applicable requirements of this UDC.

Table 8.5.1 Open Space Requirements

Use	Minimum Required Open Space*
Conservation Subdivision (note 1)	40% of the gross lot area
Major Subdivisions, Multi-family Residential and Mixed-use Developments	30% of the gross lot area
Non-residential uses	20% of the gross lot area

*Required open space is based on the gross area of the lot to be developed

Table notes:
1. Additional open space standards for Conservation Subdivisions can be found in Sec. **Error! Reference source not found.**.

8.5.3. Open Space Standards

A. The following areas or features of a site may be counted towards open space requirements:

1. Areas set aside for conservation of natural, archaeological, or historic features.
2. Meadows, woodlands, wetlands, wildlife corridors or similar conservation-oriented areas.
3. Passive recreational areas.
4. Outdoor amenities such as greens, commons, community gardens, non-paved trails and similar areas.
5. Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.

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These areas may be credited to no more than 25% of the required open space and may not be located within conservation areas.

6. The area of any buffers required by Sec. 8.2.4.

B. The following areas or features of a site may not be counted towards open space requirements:

1. Driveways, alleys or similar paved areas.
2. Parking lots, including those reserved for recreation areas.
3. Streets, existing or proposed.
4. Detention or retention ponds.
5. Other impervious surfaces including but not limited to buildings and accessory structures, unless otherwise permitted by this section.

FOR ADOPTION

Sec. 8.6. Signs

8.6.1. General

A. Purpose and Findings

The county finds that signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left completely unregulated, signs can become a threat to public safety as a traffic hazard and detriment to property values and to Hall County's overall public welfare as an aesthetic nuisance. By enacting this Sec. 8.6., the county commission intends to:

1. Balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;
2. Further the objectives of the Hall County Comprehensive Plan;
3. Protect the public health, safety, and welfare;
4. Reduce traffic and pedestrian hazards;
5. Maintain and enhance the visual environment, and preserve the right of the citizens to enjoy Hall County's scenic beauty;
6. Protect property values by minimizing possible adverse effects and visual blight caused by signs;
7. Avoid the harmful aspects of the unrestricted proliferation of signs;
8. Promote economic development; and
9. Ensure the fair and consistent enforcement of sign regulations.

B. Applicability

No sign may be erected, altered, refurbished or otherwise modified except in accordance with the requirements of this Sec. 8.6.

C. Permit required

A permit shall be required for the erection, alteration or reconstruction of any sign unless otherwise noted and shall be issued by the building official in accordance with these regulations.

D. Standards

1. **Materials and maintenance.** Signs permitted by this UDC must be:
   a. Constructed of materials, either singly or in combination, such as wood, cut or formed metal, glass, stone, masonry, plastics, L.E.D., high-density urethane foam, acrylics, polycarbonates, or similar materials as approved by the Director; and
   b. Free from: rust or holes on or in the sign or sign structure; broken, missing, loose or bent parts; faded or flaking paint; nonoperative or partially nonoperative illuminating or mechanical devices; and/or missing letters/graphics in sign copy; and
   c. Maintained in good condition and not constitute a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.
2. **Freestanding signs**

FOR ADOPTION

a. All permanent freestanding signs over 6 square feet in area must be a monument sign.

b. Maximum sign areas shall apply to each face separately, but no freestanding sign may have more than two faces.

c. Where two sign faces are located in a "V" formation, the angle between the two sign faces may not exceed 60 degrees.

3. **Obsolete signs.** A sign becomes obsolete if it conveys advertising or identification to services or uses without a valid business license, or a sign that is not maintained in accordance with this Sec. 8.6.1.D. Obsolete signs must be removed or repaired by property owner, developer or former lessee of property upon which sign is located within 30 days after receipt of written notice from the Director or Code Enforcement division.

4. **Illumination.** No sign may be illuminated by lights that flash, move, change in intensity, or turn on intermittently; except that a digital display may change no more often than once each 20 seconds, and shall be subject to the applicable lighting standards within this Sec. 8.6.

a. Internally illuminated signs, when permitted, may not exceed 20 foot-candles at a distance of 10 feet from such structure.

b. To prevent glare visible from a public street or adjoining property, the beam of any external lighting shall be directed so as not to be visible beyond the sign at which it is directed, and the light source shall not be visible from any point on an adjacent property or the public right-of-way.

5. **Movement or animation.** No sign or part of a sign may rotate, oscillate, or otherwise move or change in appearance, whether such motion is driven by wind, mechanical, electrical, or other means; except as provided under "Illumination" above.

8.6.2. Definitions

The following terms have the meanings indicated below as used in this Sec. 8.6.

Billboard. A freestanding sign larger than 200 square feet in area.

Billboard, digital. A freestanding sign larger than 200 square feet in area and programmable by a computer capable of displaying words, symbols, figures, or picture images that can be altered or rearranged on site or by remote means without altering the face or surface of the sign.

Freestanding sign. A sign that is not mounted on a principal building.

Nonconforming sign. A sign that does not conform to the provisions of this UDC and was legal when originally erected.

Portable sign. A sign which is not permanently affixed by rigid structures to a permanent, concrete foundation or a building; including any sign mounted on a vehicle, trailer, or other device designed to be moved periodically from place to place.

Roof sign. A sign projecting over the coping of a flat roof, or wholly or partially over the ridge of a gable, hip or gambrel roof, and supported by or attached to the roof.

Sign. Any structure, display, or device that is used to advertise, identify, direct, or attract attention to a business, institution,

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organization, person, idea, product, service, event, or location by any means, including words, letters, figures, design characteristics, symbols, logos, fixtures, movement, or illumination.

Sign area. The entire area within a continuous perimeter, enclosing the extreme limits of the sign structure, not to include the first 24 inches of the base height of a monument sign. Curved, spherical, or any other shaped sign face area will be computed based on the actual surface area. The copy of signs composed of individual letters, numerals, or other devices will be the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letter or device as well as spaces between each letter or device.

1. Supporting structures for signs are not counted in the sign area, provided such supporting structures consist of posts, hangers, or brackets of the minimum number and size necessary to support the sign.
2. A wall or fence on which a sign is mounted not counted in the sign area, provided it serves primarily to enclose, divide, or protect an area.

Temporary sign. A display, sign, or banner with or without a structural frame, temporarily mounted, and intended to be displayed for a period not to exceed 30 days.

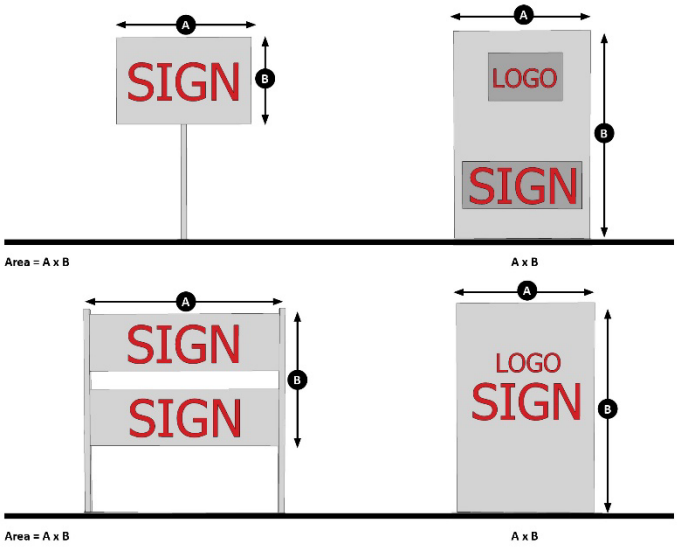
8.6.3. Prohibited Signs

Notwithstanding any other provision of this Sec. 8.6., the following signs are prohibited:

A. Signs displaying intermittent lights resembling the flashing lights customarily used in traffic signals or in police, fire, ambulance or rescue vehicles, nor shall any sign use the words "stop," "danger," or any other word, phrase, symbol or character in a manner that might mislead or confuse a vehicular driver.

B. Signs within any street or highway right-of-way, unless erected by a public agency.

C. Signs painted on or attached to trees, fence posts and telephone or other utility poles or



signs painted on or attached to rocks or other natural features or painted on the roofs or walls of buildings.

D. Fluttering ribbons and banners and similar devices within the front yard setback. This restriction does not apply to flags.

E. Billboard signs, except as otherwise required by Georgia or federal law.

F. Roof signs and other signs mounted on or extending into the air above any roof surface of a building. A sign may be mounted against a parapet of uniform height around the perimeter of a building but may not extend above the parapet.

G. Portable signs unless qualified as a temporary sign and complies with all

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applicable requirements for such signs under this Sec. 8.6.

H. Wall murals.

I. Signs within visibility clearance areas. No freestanding sign or flag between a height of two and one-half feet and ten feet, and no billboard support structure with a maximum dimension of 12 inches or more, shall be installed and or maintained within the visibility clearance area defined by:

1. Points 25 feet distant from the intersection of any two of the following:
   a. Any public street(s);
   b. Any driveway for other than single- or two-family use; or
   c. Any railroad right-of-way with an at-grade crossing; and
2. A straight line connecting those two points.

8.6.4. Signs Not Requiring a Permit

The following sign types do not require a sign permit when they are erected and maintained in compliance with all applicable standards:

A. **Address Signs**

An address sign is a sign displaying the street address of the property.

B. **Entrance Directory signs**

An entrance directory sign is any sign located on a developed property, adjacent to exits, entrances, driveways or off-street parking facilities. Entrance directory signs must meet the following standards:

1. The sign may not exceed 12 ft in area and 5 feet in height.
2. The sign must be at least one foot from the edge of the pavement or curb.
3. One entrance directory sign is allowed per exit, entrance, and off-street parking lot.

C. **Construction Signs**

A construction sign is a temporary sign erected on premises where construction for which a permit is required is taking place. Construction signs must meet the following standards:

1. The sign may not exceed 50 square feet in area and 8 feet in height.
2. The sign must be at least 10 feet from the edge of the adjacent pavement.
3. Signs must be at least 15 feet from side and rear property lines.

D. **Home Occupation Signs**

A home occupation sign is a sign associated with a permitted home occupation. Home occupation signs must meet the following standards:

1. The sign may not exceed one foot in area.
2. The sign may not be illuminated.
3. The sign must be attached to the structure in which the home occupation is conducted.

E. **Internal Development Signs**

Signs internal to a multi-building residential or nonresidential complex which may be part of a greater wayfinding system used to serve as directional signage to effectively navigate people through a space. Internal development signs must meet the following standards:

1. One sign is allowed at each street or driveway intersection.
2. The sign may not exceed 6 square feet in area and 4 feet in length.

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3. The sign may not be mounted more than 5 feet above grade.

F. **Residential temporary signs**

Residential temporary signs are temporary signs on residentially zoned property. Residential temporary signs must meet the following standards:

1. The sign may not exceed 6 square feet in area.
2. Signs must be at least 15 feet from side and rear property lines.

G. **Flags**

Flags are any fabric or other flexible material designed to be flown from a flagpole. Flags must meet the following standards:

1. No more than two flagpoles are permitted per lot.
2. No more than two flags are permitted per flagpole.
3. The maximum dimension of the hoist side of each flag may not exceed 20 percent of the height of the flagpole.
4. Flagpoles must be set back from each property boundary a distance equal to the height of the flagpole.
5. Flagpoles must be maintained in good repair, so as not to constitute a hazard to health, welfare or public safety.
6. On officially designated county, state, and federal holidays, there is no maximum flag size or number of flags which may be on display.

H. **Window signs**

A window sign is a sign attached to the interior or exterior face of a window, door, or display case and intended to be viewed from the outside. Window signs must meet the following standards:

1. Window signs may not exceed 25% of the area of the individual window they are located in; and
2. Additional standards apply in the Gateway Corridor Overlay District. See Sec. 8.6.18.

I. **Other exempt signs**

In addition to any other permitted signs, the following signs are also permitted without a sign permit:

1. **Agricultural and residential zoning districts.** Individual signs not exceeding 6 square feet in area, with a combined area not exceeding 18 square feet.
2. **Other zoning districts.** Individual signs not exceeding 10 square feet in area, with a combined area not exceeding 30 square feet. Such signs must not be more than 5 feet high and must be at least 5 feet from side and rear property lines.
3. **Public signs.** Signs authorized by any public agency for official purposes. Official notices issued by any court, public agency, or officer.

8.6.5. Temporary Signs

A total of one additional sign per street frontage, which may be either of the following, is allowed for the duration of a temporary event:

A. One non-illuminated temporary sign, flag or banner, not exceeding 6 square feet in area nor 4 feet in height in a single-family residential zoning district and not exceeding 32 square feet in area nor 12 feet in height in a multifamily or nonresidential zoning district; or

B. One non-illuminated inflatable sign, which may be placed on a building roof, but

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regardless of location, must be installed in accordance with all requirements of the building code. Such inflatable sign may not contain an inflatable area in cubic feet that is greater than the square footage area of the sign structure for the principal freestanding sign on the property as determined by the Director.

C. Signage is limited to a total of 60 days a calendar year for the same business or organization. The duration of the temporary event may not last longer than 15 consecutive days and must not take place more frequently than four times in any calendar year for the same business or organization. Any four such events must be separated by at least 30 consecutive days.

8.6.6. Sign Permits

A. **Purpose**

The purpose of this Sec. 8.6.6 is to provide a review process for sign permit applications that ensures that signs comply with the standards of this Sec. 8.6.

B. **Authority**

The Director is authorized to review and approve or disapprove an application for a sign permit pursuant to the procedures of this Sec. 8.6.6 and the standards of this Sec. 8.6.

C. **Applicability**

No sign, except those listed in Sec. 8.6.4, may be erected, placed, reconstructed or structurally altered without the sign owner having first obtained a sign permit from the Director or building official, if applicable, per the procedures in this Sec. 8.6.5 and the standards of this Sec. 8.6.

D. **Procedure**

1. **Initial submission and review of application.** Application for a sign permit must be made on the form provided by the Department of Planning and Zoning and must be accompanied by the information and documents listed on the form. An application will only be deemed as sufficient when all required information and accompanying documents are received.

2. **Action by Planning and Zoning Director.** Within 10 working days after the application is determined sufficient, the Director or their designee must review the application in accordance with this Sec. 8.6.5 and determine whether the application complies with the standards in this Sec. 8.6.

3. **Approval.** If the Director finds that the application complies with the standards of this Sec. 8.6, they must approve a sign permit. Any sufficient sign application for which no action has been taken after ten working days will be deemed approved.

4. **Fails to comply.** If the Director determines the application fails to comply with the standards of this Sec. 8.6, the applicant must be provided a notification with written comments, explaining why the application fails to comply with the standards. The applicant must be provided an opportunity to submit a revised application. If a revised application is not resubmitted within 30 days of the date of notification, the application will be considered withdrawn and subject to a new application and remittance of accompanying fees. The time for resubmission may be extended an additional 30 days, if requested prior to the original deadline for resubmittal.

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5. **Re-submittal.** A revised application must be re-submitted to the Director and reviewed by the Director within five working days after its re-submittal. The Director must approve or disapprove the application, based on the criteria in this Sec. 8.6.

6. **Fees.** No permit may be issued until the appropriate application has been filed with the Department of Planning and Zoning and fees as established by the Board of Commissioners have been paid.

7. **Criteria.** A sign permit must be approved upon a finding that the applicant has demonstrated the application complies with the standards of this Sec. 8.6.6.

E. **Expiration.** If the work described in any sign permit has not been completed within six months of issuance, the sign permit will expire and be void, however, one six-month extension of the permit will be granted if an additional permit extension fee has been paid prior to the expiration date of the initial permit. The permit extension fee will be the amount of the initial permit fee.

F. **Amendments**. A sign permit may be amended, extended, or modified only in with the procedures established for its original approval.

G. **Appeals.** Any person aggrieved or affected or any officer, department, board or bureau of the county affected by the determination of the Director on an application for approval of a sign permit may appeal the determination to the Planning Commission in accordance with the procedures of **Error! Reference source not found.**. The appeal must be heard within 45 days of the filing of the written notice of appeal.

8.6.7. Signs Requiring a Sign Permit

Signs are allowed by district as shown below. Specific requirements for each sign are shown on the following pages. All of the following sign types require a sign permit.

	AG-1, AR-1, R-1-L, R-1, R-TF, PRD	R-MF, MHP, R-X	O-I, S-S , H-B, I-1, I-2	Gateway Corridor Overlay	Standards
Awning Sign, or Canopy Sign, or Wall Sign	◘	◘	■	Per base zoning and	Sec. 8.6.8 Sec. 8.6.9 Sec. 8.6.10
Entrance Sign	■	■	■	Per base zoning	Sec. 8.6.11
Monument Sign	◘	◘	■	Per base zoning and Sec. 8.6.18	Sec. 8.6.12
Projecting Sign	◘	◘	■	See base zoning	Sec. 8.6.13

Table Key:
■ = Allowed
◘ = Allowed for nonresidential, residential businesses, and rural businesses uses only
-- = Not Allowed

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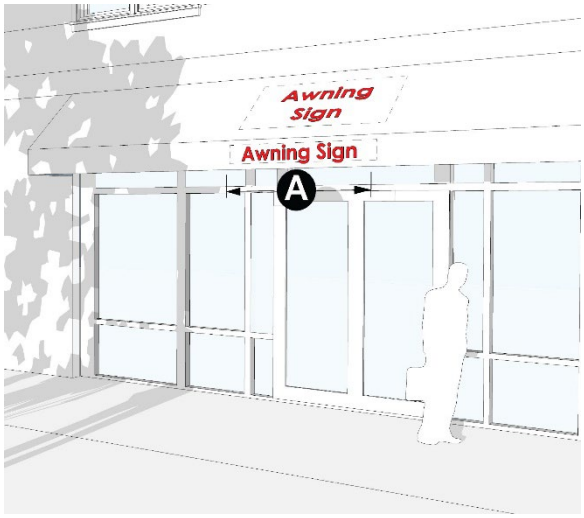
8.6.8. Awning Signs



A. Definition

A sign where graphics or symbols are sewn on, printed on, or otherwise adhered to the awning material as an integrated part of the awning itself.

B. General Provisions

1. Signs may not extend outside the awning.
2. Only awnings over ground story doors or windows may contain signs.
3. The awning that the sign is attached to must be opaque.
4. Signs may be on the front valance, the side valance, or on the sloping face of the awning.
5. Signs may not be internally illuminated.

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

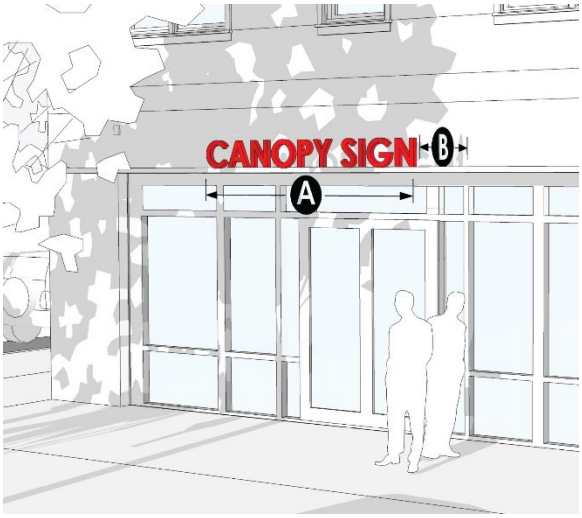
1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. Dimensions

Ⓐ Sign width: no max.

Ⓑ Sign height: no max.

8.6.9. Canopy Signs



A. **Definition**

A sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area.

B. **General Provisions**

1. Signs cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
2. Signs may not extend above the height of the building, including any parapet wall.
3. Signs may not be located on a roof.
4. Signs must be located at least 8 feet above any sidewalk or walkway and 13 feet 6 inches above any vehicular access area.

C. **Number of Signs**

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. **Sign Area**

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. **Sign Dimensions**

Ⓐ Sign width: max. canopy width

Ⓑ Sign height: max. 2 ft.

8.6.10. Wall Signs

A. Definition

A sign which is mounted on the facade of the building, is in a plane parallel to the wall (i.e., does not project at an angle to the wall), and does not project more than 12 inches from the wall.

B. General Provisions

Reserved

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. Sign Dimensions

Ⓐ Sign width: no max.

Ⓑ Sign height: no max.

8.6.11. Entrance Signs

A. **Definition**

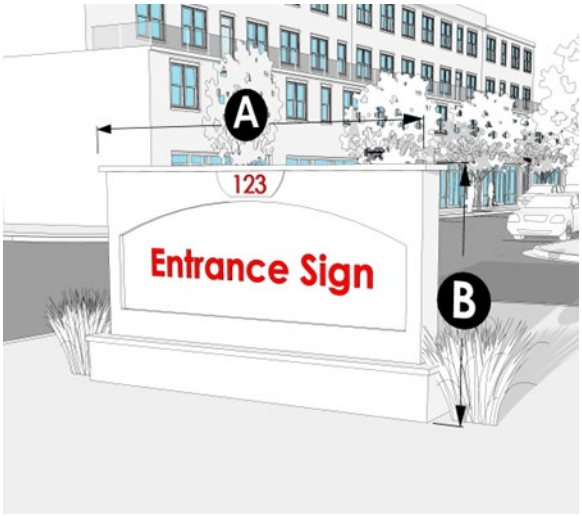
Any sign located in a residential or nonresidential subdivision or planned unit development.

B. **General Provisions**

1. Signs must be at least 15 feet from all property lines.
2. Signs may not be internally illuminated, and any lighting must come from external sources screened from view with evergreen plantings.

C. **Number of Signs**

One per street entrance.



D. **Sign Area**

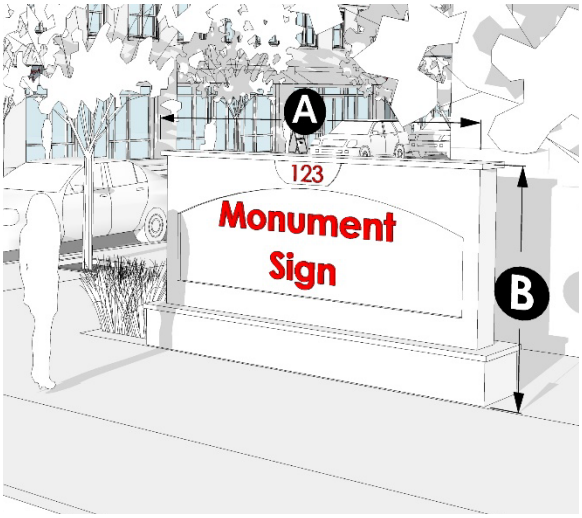
1. Residential developments:
   a. Fewer than 100 residential units or lots: max. 20 sq. ft.
   b. 101-200 residential units or lots: max. 32 sq. ft.
   c. Developments with more than 200 residential units or lots: max. 48 sq. ft.
2. Nonresidential or mixed-use developments: max. 48 sq. ft.

E. **Sign Dimensions**

Ⓐ Sign width: no max.

Ⓑ Sign height: max. 6 ft.

8.6.12. Monument Signs



A. Definition

A permanently affixed sign which is wholly independent of a building for support and attached to the ground along its entire length.

B. General Provisions

1. The base of the monument sign must be at least two-thirds the width of the sign itself.
2. The base of the monument sign must be faced in brick, masonry, stucco, or stone, unless otherwise specified in Sec. 8.6.18 for the Gateway Corridors Overlay District.
3. On corner lots, monument signs must be at least 50 feet from lot corner (defined by the lot lines extended).
4. Signs must be at least 15 feet from all property lines.

C. Number of Signs

One monument sign is allowed along each street that the lot has frontage on, unless otherwise specified in Sec. 8.6.14 or Sec. 8.6.15.

D. Sign Area

1. *O-I, S-S, P-C, H-B, M-U, I-1, and I-2 zoning districts.* Determined by building gross floor area:
   a. 0-10,000 sf.: max. 32 sf. (each side)
   b. 10,001-50,000 sf.: max. 48 sf. (per side)
   c. 50,001-100,000 sf: max. 64 sf. (per side)
   d. Over 100,000 sf.: max. 96 sf. (per side)
2. *All other zoning districts.* See Sec. 8.6.14 and Sec. 8.6.15.

E. Sign Dimensions

Ⓐ Sign width: no max.

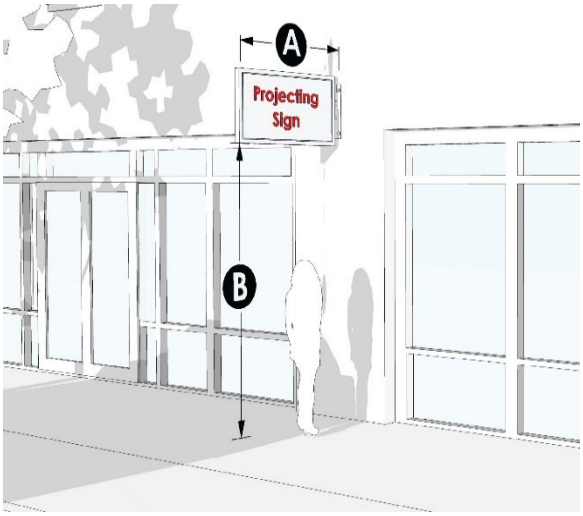
Ⓑ Sign height:

O-I, S-S, P-C, H-B, M-U, I-1, and I-2 zoning districts. Determined by building gross floor area:

a. 0-50,000 SF: max. 8 ft.
b. 50,001-100,000 SF: max. 10 ft.
c. Over 100,000 SF: max. 12 ft.

All other zoning districts: max. 6 ft.

8.6.13. Projecting Signs



A. Definition

A sign which is attached perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building facade.

B. General Provisions

1. Must be at least 18 inches from a vertical plane at the street curb line.
2. May not project beyond property lines.

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in sign area.

E. Sign Dimensions

Ⓐ Projection from facade: max. 5 feet.

Ⓑ Clear height above walkways or other non-vehicular areas: min. 10 ft.

Ⓑ Clear height above parking, driveways, or other vehicle access: min. 14 ft.

8.6.14. AG-1, AR-1, R-1-L, R-1, R-TF, R-X and PRD Zoning Districts

The following additional standards apply in AG-1, AR-1, R-1-L, R-1, R-TF, R-X and PRD zoning districts:

A. **Nonresidential Uses**

Nonresidential uses are allowed one canopy sign, or one wall sign, or one projecting sign, or one freestanding sign, with a maximum area of 20 square feet and the maximum height of 6 feet.

B. **Residential Business Signs**

1. **AG-1, AR-1, R-1-L, R-TF, R-X and PRD zoning districts.** Residential businesses are allowed one non-illuminated freestanding sign with a maximum sign area of 16 square feet and a maximum height of 5 feet. The location must be approved by the planning commission.
2. **R-1 zoning district.** No sign is allowed.

C. **Rural Business Signs**

Rural businesses are allowed one non-illuminated freestanding sign not exceeding 16 square feet in area. The location must be approved by the planning commission. The sign must be at least 15 feet from all property lines.

8.6.15. R-MF and MHP Zoning Districts

The following additional standards apply in RMF and MHP zoning districts:

A. **Nonresidential Uses**

Nonresidential uses are allowed one canopy sign, or one wall sign, or one projecting sign, or freestanding sign, with a maximum area of 30 square feet and the maximum height of 6 feet.

B. **Residential Business Signs**

Residential businesses are allowed one non-illuminated freestanding sign, including a monument sign, with a maximum area of 16 square feet and a maximum height of 5 feet. The location must be approved by the Planning Commission.

C. **Rural Business Signs**

Rural businesses are allowed one non-illuminated freestanding sign not exceeding 16 square feet in area. The location must be approved by the Planning Commission. The location must be at least 15 feet from all property lines.

8.6.16. O-I, S-S, H-B, M-U, I-1, and I-2 Zoning Districts

The following additional standards apply in O-I, S-S, H-B, M-U, I-1, and I-2 zoning districts:

A. **Master plan for signs in multi-tenant developments**

For all multi-tenant buildings or developments, a coordinated program of wall signs must be developed and approved by the county at the time of site plan approval. The signage master plan must specify the sign type, design, height, colors, illumination, and other specifications to give a coordinated appearance to the building or development. The county's review and approval of the signage master plan must be based on the compatibility of the proposed signage with the siting and architecture of the subject building or development and the compatibility of the signage with surrounding land uses.

8.6.17. Standards for Fuel Sales

Fuel sales facilities are allowed additional signage as follows:

A. One sign per canopy facade per public street frontage with a maximum of 16 square feet is allowed, provided that the area used to display this information is no larger than 8 square feet and does not extend above or below the edge of the canopy.

B. Spreader bars (signs located under canopy over pump islands) are limited to no more than two signs per spreader bar, not exceeding 4 square feet per sign. However, the total area for all spreader bars may not exceed 24 square feet.

8.6.18. Gateway Corridors Overlay

The following additional standards and restrictions apply to civic, commercial, industrial, and other non-residential uses in the Gateway Corridor Overlay district:

A. **Monument Signs**

The monument sign structure must be constructed of the same materials that are used in the facade of the principal building.

B. **Sign Illumination**

1. Automatic changeable copy signs are prohibited, except for public buildings and uses, as these terms are defined in Sec. 7.4.
2. Externally mounted neon signs are prohibited.
3. Signs may be illuminated with external lighting fixtures provided that fixtures are directed downward and away from streets and adjacent property and public streets. All lighting shall have recessed luminaries or be semi-cutoff luminary fixtures.
4. Internally illuminated signs are permitted subject to the standard of illumination in Sec. 8.6.1.D.4.

8.6.19. Standards for Billboards

A. **General Standards**

Sec. 8.6.18 prohibits the erection of new billboards in Hall County and the reconstruction of existing billboards to the fullest extent to be consistent with state and federal law or with the provisions allowing for the reduction of the overall number of billboards within Hall County, per Sec. 8.6.19.C.

1. **Permit required.** No billboard may be permitted to be erected or reconstructed without a permit from the county building official.
2. **No new billboards.** After the effective date of this UDC, the county building official may not issue permits for new billboard structures except as required by Georgia or federal law and/or permitted by Sec. 8.6.19.C.
3. **Billboards are primary structures.** After the effective date of this UDC all billboards are classified as primary structures, and no billboard may be located on any lot or parcel that contains another primary structure. Lots or parcels that contain both a billboard and another primary structure will be nonconforming and will be subject to the nonconforming use provisions of this UDC.

B. **Location, area and height**

All billboard structures required to be permitted under state or federal law, and erected so as to be visible from any public,

state or federal road must conform to the following standards:

1. **General.** All billboard structures erected abutting or so as to be visible from the right-of-way of any state highway that is a limited or controlled access highway shall conform with O.C.G.A. § 32-6-75, and must meet all federal and state requirements necessary to obtain a permit under said code. In instances where the sign controls of this UDC are stricter, these regulations apply.
2. **Structure type.** Only one sign may face the same direction per location. This allows back-to-back or V-formation signs, provided they are joined by a mutual or attached frame, but prohibits two signs stacked or side-by-side facing the same direction.
3. **Setback.** All structures must be set back at least 15 feet from any property or right-of-way line.
4. **Spacing**
    a. All roads except divided lane four-lane highways and limited or controlled access highways. No billboard structure may be within 500 feet of another billboard along the same side of the road or within 1,000 feet of any residential or agricultural district, public park, public building or religious building, regardless of whether the measurements extend outside of county limits.
    b. Divided four-lane highways and limited or controlled access highways. No billboard structure may be within 500 feet of another billboard, measuring from the two closest points, regardless of whether the measurements extend outside of county limits.
5. **Maximum sign area**
    a. All roads except divided lane four-lane highways and limited or controlled access highways. The maximum sign area permitted for each face of the structure shall not exceed 64 square feet with or without trim.
    b. Divided four-lane highways and limited or controlled access highways. The maximum sign area permitted for each face of the structure may not exceed 100 square feet with or without trim.
6. **Sign height.** Signs must be at least 10 feet above the adjacent road measuring from the lower portion of the sign face. No sign may exceed the height of 35 feet from either the level of the road or the ground surface, whichever is higher. Two signs in the same location back-to-back or in a V-formation must be the same height above the pavement surface.
7. **Extrusions prohibited.** Extrusions beyond the face of the sign, excluding aprons, are prohibited.
8. **Lighting.** No illumination of off-premises signs is allowed.

C. **Digital billboard conversion and location**

Any legally erected billboard may be converted to a digital billboard so long as it meets the following limitations:

1. **Replacing a static billboard with a digital billboard**
    a. Two square feet of existing static billboard display must be removed within the county limits for each one square foot of digital billboard

display area, either newly constructed or installed as a modification and/or conversion of an existing static billboard. The two square feet removed must be from physically completed static billboards with complete sign faces. No partially erected or partially completed signs may be used to qualify for the requirement.

b. The applicant must provide an inventory of their outdoor advertising sign locations within the county. A company that converts an existing static billboard to a digital billboard must provide, with each permit application, a complete current inventory of its billboards located within the corporate limits of Hall County. The inventory must include per structure: location (longitude/latitude), size, number of faces and type of illumination.

c. No person may convert an existing static billboard structure to a digital billboard structure without first obtaining a sign permit as required by this Sec. 8.6.19.C. and all other applicable county permits required for improvements.

d. Digital billboards shall be the same size or smaller than the static billboard being replaced.

e. A digital billboard replacing a nonconforming static billboard may be permitted if approved by the county Board of Commissioners.

2. **Construction of digital billboards in new locations**

a. After removing two square feet of existing static billboard display per Sec. 8.6.19.C.1.a, a new structure may be erected containing a digital billboard if the location is approved by the county Board of Commissioners.

b. The county Board of Commissioners has the right to permit the installation of a new digital billboard structure in any location within the county so long as the location complies with all applicable state and federal regulations pertaining to outdoor advertising, and these regulations.

3. **Digital billboard operational standards**

a. Digital billboards must display static images for a period of at least ten seconds before instantaneously transitioning to another static image.

b. Animation, frame effects, flashing and the appearance of movement whatsoever are explicitly prohibited.

c. All digital billboards must be equipped with automatic dimming technology which automatically adjusts the sign's brightness based on ambient light conditions.

d. No digital billboard may exceed a brightness level of 0.3 foot-candles above ambient light as measured using a foot-candle meter at a preset distance depending on sign area. Measuring distance will be determined by the following equation: the square root of the product of the sign area and 100.

Example using a 200 square foot digital billboard:

(200×100) = 141.4 feet measuring distance.

e. The county will from time to time check the brightness of each digital billboard to verify the levels specified in Sec. 8.6. are met. If the owner of a sign fails to control brightness within these limits, the sign permit will be revoked. If a permit is revoked, the sign must be turned off immediately and must remain off unless and until the sign is re-permitted. Re-permitting requires the owner to reapply in accordance with the procedures in place at the time of the new permit application, including paying fees required for a new permit.

f. All digital billboards must have a switch or circuit breaker located on the property that allows electrical power to be turned off. The owner of each digital billboard must provide the county contact information for a 24-hour, seven-day/week contact person who has the authority and is able to turn off the sign promptly if a malfunction occurs. If at any time more than 30 percent of the digital display lights malfunction or are no longer working property, the owner of the digital billboard shall turn off the electronic display until repairs are made.

4. **Emergency compliance.** The permit holder of a digital billboard must coordinate with governmental authorities to display, when appropriate, emergency information important to the traveling public, such as Amber Alerts or alerts concerning terrorist attacks, or natural disasters. Emergency information messages must remain in the advertising rotation according to the protocols of the agency that issues the information, or protocols established by the Georgia Department of Transportation.

D. **Nonconforming billboards**

Any legally erected sign that would become nonconforming as a result of Sec. 8.6. is allowed to remain in accordance with this Code, or until purchased by the Georgia Department of Transportation or the county, provided that the sign owner meets the requirements of state laws and rules and regulations governing such signs. No nonconforming billboard may be increased in size or height or relocated on the property, but may be decreased in size or height and/or may be converted to a digital billboard subject to Sec. 8.6.19.C.

8.6.20. Nonconformities

A. **Signs related to nonconforming uses**

Signs related to nonconforming uses, and located on the same lot or property as the nonconforming use, may continue to exist, but may not be increased in size or number, and may not be relocated on the same site unless the relocation of the existing sign brings it into greater conformity with the provisions of this Sec. 8.6. that would apply if the use were a permitted use in that zoning district.

B. **Nonconforming signs**

1. A building or freestanding sign that lawfully existed on the effective date of this UDC may continue to be used, except that the nonconforming sign:

   a. May not be repaired, rebuilt, replaced or altered after damage or removal exceeding 50% of the sign structure.

b. May not be enlarged or altered in a way that increases its nonconformity.

c. May not be altered for a change in use, change in ownership or change in business name. Individual sign panels not exceeding 50% of the total sign face area of a multi-tenant freestanding sign may be replaced for a change in use or change in business name.

2. The owner of a nonconforming sign who wishes to apply for its continued use, and who makes an application for such within one year from the date such sign became nonconforming, will have their application fee waived. An owner who submits their application for the continued use of a nonconforming sign within two years of the date such sign became nonconforming will have one-half of the application fee waived. Any owner of a nonconforming sign must apply for its continued use after the expiration of two years from the date the sign became nonconforming must pay the full application fee as required by **Error! Reference source not found.**.

3. Nonconforming signs associated with Legacy Uses, as defined in Sec. 7.1.6., may be re-used upon approval of a conditional use permit for such use.

Sec. 8.7. Architectural Standards.

8.7.1. Applicability

A. The standards of this Section shall apply in accordance with Sec. 8.1 (Applicability).

B. Existing structures shall be exempt from these standards unless the structure is expanded, renovated, or reconstructed by more than 75 percent of its assessed value or gross floor area, at which point the provisions of this Section shall apply.

8.7.2. Residential

The following standards shall apply to all residential districts.

A. **Building materials**

1. All facades of residential structures, including any permitted non-residential structures within residential districts, shall be constructed of the following materials:
    a. Brick
    b. Stone
    c. Stucco
    d. Wood siding or wood shake
    e. Cementitious siding
2. Vinyl siding is prohibited
3. The front facade shall incorporate variation in building materials, texture, or color to avoid a uniform appearance.
4. The materials to be utilized or the architectural style proposed for the structures will be compatible and harmonious with existing dwellings in the vicinity
5. The accessory structures must be constructed of materials similar in appearance to the primary residence.

B. **Garages**

1. Garages for single-family detached and two-family dwellings on lots less than one (1) acre shall comply with one of the following:
    a. Flush. Garage doors may be aligned with the front wall plane of the residence and shall not exceed 55 percent of the total width of the front facade.
    b. Semi-Flush. Garage doors may project or recess up to 10 feet from the front wall plane and shall not exceed 55 percent of the total width of the front facade.
    c. Recessed. Garage doors shall be located a minimum of 10 feet behind the front wall plane of the residence and shall not exceed 55 percent of the total width of the front facade.
    d. Side-Loaded. Garage doors shall be oriented perpendicular to the front facade. The garage structure shall be set back a minimum of 3 feet from the front wall plane of the residence.
    e. Carriage Court. Garage doors shall be oriented perpendicular to the front facade and may be located forward of the primary structure.
    f. Detached. Garages shall be located entirely to the rear of the principal structure.
2. Garages for townhomes
    a. Townhomes fronting an arterial or collector street shall utilize rear-loaded garages.

b. Townhomes fronting local streets may utilize rear-loaded or front-loaded garages.

c. Garages if provided should be attached only.

d. Rear-Loaded Garages

i. Shall be located entirely to the rear of the structure

ii. Should be attached

iii. Shall access a rear alley, right-of-way, or access easement

e. Front-Loaded Garages

i. A minimum of 20 feet shall be provided between the garage and the back of sidewalk.

8.7.3. Non-residential and Multi-family

The following standards shall apply to multi-family residential, office, commercial, industrial, institutional, and public purposes.

A. **General Architectural Requirements**

1. Principal building entrances shall face a public street, unless the building is located on an internal lot without direct street frontage.
2. Any nonresidential building located within 150 feet of residential or agricultural use shall not exceed 40 feet in height, as defined in Sec. 2.1.
3. Buildings along U.S. 129 shall not exceed 30 feet in height.
4. Buildings along State Route 365 shall not exceed 50 feet in height.

B. **Building materials**

1. A consistent palette of building materials shall be used on all four sides of the building.
2. Facades greater than 100 feet in length shall incorporate variation in materials, texture, and/or depth to reduce visual monotony.
3. Outparcel and accessory structures shall utilize materials compatible with the principal building.
4. Permitted materials
   a. Brick
   b. Natural stone (granite, limestone, marble, or similar)
   c. Cast stone or terra cotta
   d. Glass and glass block
   e. Fiber cement siding
   f. Architectural metal panels (nonresidential only)
   g. Split-face CMU (maximum 50% per facade for nonresidential only)
   h. Stucco (maximum 50% per facade)
   i. Precast or prestressed concrete
5. Prohibited materials
   a. Vinyl Siding
   b. Exposed or Painted Concrete block
   c. Split-face CMU on multi-family residential buildings
   d. Painted natural stone
6. Material percentages shall be calculated based on the total wall area of each facade, including openings.

C. **Rood Materials**

1. Pitched roofs shall be constructed of:
   a. Architectural composition shingles

b. Natural slate

c. Terra cotta

d. Wood shake

e. Standing seam metal

2. Flat roofs may utilize Thermoplastic Polyolefin (TPO) or similar materials.

3. Alternative materials may be approved by the Director of Planning and Zoning or their designee upon determination of comparable quality and durability.

Sec. 8.8. Amenities

8.8.1. Purpose

The purpose of this Section is to ensure that when amenities are provided within developments, they are designed, constructed, and maintained in a manner that enhances the quality of life for residents and is compatible with surrounding development.

8.8.2. Applicability

A. Amenities are not required for any developments unless otherwise specified by zoning conditions, approvals, or other provisions of this Code.

B. Where amenities are provided within any developments, they shall comply with the standards of this Section.

8.8.3. General Standards

A. Compliance with codes

1. All amenity structures and facilities shall comply with all applicable building, fire, accessibility, and safety codes, including but not limited to the International Fire Code (IFC), International Building Code (IBC) and International Residential Code (IRC), as applicable.

B. Design Compatibility

1. Amenity structures (e.g., clubhouses, pavilions, recreation buildings) shall utilize architectural materials, colors, and design elements that are consistent with or complementary to the principal development.

C. Plan Submittal Requirements

1. Detailed plans for all proposed amenities shall be provided at the time of site plan or land development plan submission and shall include, as applicable:

a. Site layout and dimensions

b. Building elevations

c. Materials and finishes

d. Landscaping and screening details

e. Lighting plan

f. Pedestrian access and connections

D. Functionality and Accessibility

1. Amenities shall be designed to be safely and conveniently accessible to residents through pedestrian connections, sidewalks, or internal circulation systems.

8.8.4. Location and Compatibility Standards

A. Separation from Adjacent Residential Uses

1. Amenities shall be designed and located to minimize impacts on adjacent residential properties, particularly single-family and townhome units.

B. Screening Requirements

1. Where an amenity area abuts or is directly visible from adjacent residential units, buffers/screening is required in accordance with section 8.2

C. Noise and Activity Considerations

1. Active recreation amenities (e.g., pools, sports courts, playgrounds) shall be located and designed to minimize noise impacts on adjacent residential units.

8.8.5. Maintenance

A. All amenities shall be maintained in good condition by the property owner, homeowners association (HOA), or other responsible entities. Failure to maintain

such amenities may be considered a violation of this Code.

Sec. 8.9. Outdoor Lighting

8.9.1. Purpose

A. The purpose of this Section is to minimize light pollution, reduce glare, and ensure safe and effective lighting for all development.

8.9.2. Applicability

A. These standards shall apply to all development requiring site plan approval, including residential and nonresidential uses.

8.9.3. General Standards

A. All outdoor lighting fixtures shall be:

1. Fully shielded or semi cut-off
2. Directed downward
3. Designed to prevent light spill onto adjacent properties or public rights-of-way.

B. Light Spill and Glare

1. Lighting shall be arranged to prevent glare or excessive illumination onto adjacent properties, particularly residential uses.

C. Intensity

1. Lighting levels shall be the minimum necessary to provide adequate safety and visibility.

D. Amenity and Recreational Lighting

1. Lighting for amenities (e.g., pools, courts, playgrounds) shall be designed to:

a. Limit spillover onto adjacent residential properties.

b. Be turned off or reduced during non-operational hours, where practicable.

8.9.4. Streetlights.

A. Streetlights must be provided on all public streets.

1. The spacing of streetlights must be staggered, 300 feet on-center, along both sides of the roadway.
2. All street lighting is subject to review and approval of the Hall County Public Works Department.
3. All outdoor lighting must be the semi-cutoff type.

B. Semi-cutoff luminaries must be used for all security lighting.

Sec. 8.10. Cluster Mailbox Units (CBU)

8.10.1. Purpose

A. The purpose of this Section is to ensure that Cluster Mailbox Units (CBUs) are designed and located to provide safe, accessible, and efficient mail delivery while minimizing impacts on traffic circulation and adjacent properties.

8.10.2. Applicability

A. Pursuant to United States Postal Service (USPS) policy, all new residential subdivisions and new phases of existing subdivisions shall provide CBUs for regular mail delivery, unless otherwise approved by USPS.

B. This Section shall apply to all major residential developments, including:

1. Single-family subdivisions
2. Townhome developments
3. Multi-family developments
4. Mixed-Use developments

8.10.3. General Requirements

A. A Cluster Mailbox Unit (CBU) shall consist of a centralized structure or installation containing individual mailboxes serving multiple dwelling units.

B. The developer shall be responsible for coordinating with USPS to determine:

1. Number of mailbox units
2. Final location
3. Design and installation requirements

C. All CBUs shall be subject to final approval by USPS prior to installation.

8.10.4. Location Standards

A. CBUs shall be located:

1. On a separate lot;
2. Within designated open space; or
3. Within a public access or utility easement approved by the County

B. CBUs shall be placed in locations that:

1. Are safely accessible to residents
2. Do not obstruct vehicular circulation
3. Minimize conflicts with pedestrian pathways

C. CBU access points (including associated parking areas) shall be located:

1. A minimum of 200 feet from a primary subdivision entrance, where feasible;
2. A minimum of 60 feet from any street intersection

D. CBUs shall not be located within required sight distance triangles or areas that create visibility hazards.

8.10.5. Parking Requirements

A. Off-street parking shall be provided adjacent to each CBU in accordance with the following:

Table 8.10.1 Dimensional Standards

Number of Mailboxes	Required short-term parking
50 or less	3
51-78	4
79-104	5
105 or more	5 plus 1 for every additional 25 mailboxes

B. Parking spaces shall be designed to allow safe ingress and egress without backing into streets.

C. Parking areas shall not interfere with internal traffic circulation or emergency access.

8.10.6. Design and Screening

A. CBUs shall be designed to be consistent with the character of the surrounding development.

B. Where located adjacent to residential units, CBUs shall be screened using one or more of the following:

1. Landscaping
2. Fencing
3. Walls
4. Combination thereof

C. Screening shall be sufficient to minimize visual impacts from adjacent properties.

8.10.7. Maintenance

A. The County shall not be responsible for the maintenance or repair of CBUs or associated parking areas.

B. Maintenance shall be the responsibility of:

1. A homeowners' association (HOA);
2. Property management entity; or
3. Other designated responsible party

C. Failure to maintain CBUs in good condition may be considered a violation of this Code.

Sec. 8.11. Access

8.11.1. Purpose

A. The purpose of this Section is to ensure safe, efficient, and connected access for vehicles, pedestrians, and bicycles, while promoting interconnectivity between developments and reducing congestion on public roadways.

8.11.2. Applicability

A. The standards of this Section shall apply to all development subject to site plan or subdivision approval, in coordination with Article 9 (Streets and Infrastructure).

8.11.3. Vehicular Access and Entrances

A. General Requirements

1. All developments shall provide safe and adequate access to a public street in accordance with Article 9 and applicable County, State, and Federal regulations, as applicable.

B. Residential Entrance Requirements

1. Developments with 120 or more dwelling units or lots shall provide a minimum of two (2) separate vehicular entrances connecting to a public right-of-way.
2. Developments with 400 or more dwelling units or lots shall provide a minimum of three (3) separate vehicular entrances connecting to a public right-of-way.
3. The second required entrance shall be constructed prior to the recording of the 120th lot or unit, unless otherwise approved as part of a phasing plan.
4. The County may allow deferral of additional entrances based on an approved development phasing plan, provided that emergency access and traffic safety are maintained.

C. Emergency Access

1. Where multiple entrances are required but not constructed concurrently, temporary emergency access points may be required as determined by the County and Fire Marshal.

8.11.4. Interparcel and Cross Access

A. Applicability

1. Interparcel access shall be provided for all major subdivisions, non-residential development and mixed-use development where adjacent parcels are suitable for shared access.

B. General Standards

1. Developments shall provide cross-access easements to allow vehicular and pedestrian connectivity between adjacent properties.
2. Joint driveways, shared access points, and internal circulation connections shall be used to minimize the number of curb cuts along public roadways.

C. Design Standards

Where provided, interparcel access shall comply with the following:

1. A continuous cross-access drive shall be provided within a recorded access easement connecting adjacent parcels.
2. Cross-access drives shall be designed for a minimum speed of 15 mph and include a two-way travel aisle with a minimum width of 22 feet (back of curb to back of curb).
3. Construction standards shall be consistent with County requirements

for public or private streets, as applicable.

4. Stub-outs, driveway aprons, and similar design features shall be provided to facilitate future connections.
5. A sidewalk with a minimum width of 5 feet shall be provided along at least one side of the cross-access drive.

D. Connectivity to Adjacent Residential Uses

1. Non-residential development adjacent to residential uses shall provide pedestrian connections (e.g., sidewalks or multi-use paths) to adjoining neighborhoods, where feasible and safe.

8.11.5. Pedestrian Access and Circulation

A. General Requirements

1. Pedestrian circulation systems shall be designed to provide safe, continuous, and direct connections throughout the development.
2. Pedestrian access shall connect:
   a. Residential units to amenities
   b. Residential units to open space and trails
   c. Buildings to parking areas
   d. Developments to adjacent properties and public rights-of-way, where feasible

B. Internal Connectivity

1. Sidewalks or pedestrian paths shall be provided along all internal streets in accordance with Article 9.
2. Pedestrian pathways shall be designed to connect all major activity areas within the development.
3. Dead-end pedestrian paths shall be avoided unless necessary due to site constraints.

C. Continuity and Network Design

1. Pedestrian networks shall be designed as an integrated system, not isolated segments.
2. Where feasible, pedestrian facilities shall connect to:
   a. Adjacent developments
   b. Existing or planned sidewalk systems
   c. Greenways or trail networks
3. Gaps in pedestrian connectivity shall be avoided.

D. Crossings

1. Pedestrian crossings shall be clearly defined and designed to ensure safety, particularly at:
   a. Intersections
   b. High-traffic internal roadways
   c. Entrances/exits

8.11.6. Trails and Multi-Use Paths

A. General

1. Where trails or multi-use paths are provided, they shall be integrated into the overall pedestrian circulation system.

B. Connectivity

1. Trails shall be designed to provide connections between:
   a. Residential areas
   b. Amenities and open space
   c. Adjacent developments, where feasible

2. Trail systems should be designed to align with any adopted County or regional greenway plans, where applicable.

C. Continuity

1. Trail systems shall be continuous and avoid unnecessary dead-ends unless constrained by environmental or site conditions.

D. Design

1. Multi-use paths shall be separated from vehicular traffic where practicable.
2. Trail width, materials, and design shall be appropriate for intended use (e.g., walking, biking).

8.11.7. Coordination with Title 12, Article 9 and Engineering/Public works department

A. Governing Standards.

1. All street, sidewalk, right-of-way, and access design standards shall be governed by Title 12 and Article 9 of this Code, as applicable. Where conflicts occur, the determination of applicable provisions lies with Public Works Director (or designee).

B. Administrative Authority.

1. In the event of a conflict between the provisions of this Article 8, Title 12 or Article 9, the Public Works Director (or designee) shall have the authority to determine the applicable standards and approve appropriate design solutions.

C. Review and Approval.

1. All access, circulation, and right-of-way improvements shall be subject to review and approval by the Public Works Department to ensure compliance with County standards, safety requirements, and operational considerations.

D. Parking within Right-of-Way.

1. Parking within a public right-of-way shall be prohibited.

E. Truck Traffic Restrictions.

1. Thru truck traffic on County-maintained roads shall be prohibited unless approved by the Board of Commissioners
2. Hall County Public Works shall review and recommend any additions to the approved thru truck route road list (see resolution 02-27-2020 (3)).
3. Hall County Public Works shall install appropriate signage to identify the approved thru truck routes

F. Road Acceptance Standards.

1. Private roads proposed for dedication and acceptance into the County-maintained system shall meet all applicable County standards and policies, including the following:
    a. A minimum of eighty percent (80%) of the dwelling units within the development shall be owner-occupied prior to consideration for road acceptance;
    b. Verification of occupancy status shall be provided by the applicant in a form acceptable to the County;
    c. The Public Works Department shall have the authority to determine compliance with this requirement and establish administrative procedures for verification

G. Administrative Approvals.

1. The Public Works Director (or designee) is authorized to approve minor modifications, design adjustments, and technical details necessary to implement the intent of the code, provided such modifications do not substantially alter the approved development.

Sec. 8.12. Applicability

8.12.1. General Applicability

A. The standards of this Article shall apply to all development within Hall County unless otherwise expressly exempted or modified herein.

B. Applicability by Development Type

1. These standards shall be applicable to the following zoning districts:
    a. R-1-L (for major subdivisions only)
    b. V-C (for major subdivisions only)
    c. R-1 (for major subdivisions only)
    d. R-SF
    e. R-TH
    f. R-TF
    g. R-X
    h. R-MF
    i. M-U
2. These standards are intended to serve as guidance to promote consistency in development patterns and overall community quality.

C. Planned Development District (PDD)

1. Development within a Planned Development District (PDD) shall meet or exceed the standards of this Article unless otherwise modified or expressly addressed through an approved PDD concept plan or zoning conditions.

D. Conflicts and Hierarchy

1. Where standards of this Article conflict with other provisions of this Code:
    a. The more restrictive standard shall apply, unless otherwise specified;
    b. Approved zoning conditions shall take precedence over the standards of this Article;
    c. PDD-approved plans shall govern where modifications have been granted.

E. Relationship to Other Articles

1. Street design and infrastructure requirements shall be governed by Article 9.
2. Use-specific standards shall be governed by Article 7.

    Where referenced, the provisions of those Articles shall be considered part of the requirements of this Article.

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 11—ADMINISTRATION (SECTION 11.1-REVIEW BODIES)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 11 of the UDC establishes the administrative procedures and review bodies responsible for the implementation and administration of the Unified Development Code; and

WHEREAS, the Hall County Department of Planning and Zoning and the Hall County Law Department have reviewed Section 11.1 of the UDC and recommended revisions to improve, clarify, and update the organization, appointment, membership, terms of office, procedures, and administration of the Hall County Planning Commission; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding the structure and operation of the Planning Commission; and

WHEREAS, the proposed amendments revise Section 11.1 of the Unified Development Code to establish updated provisions governing the appointment, staggered terms, vacancies, removal, organization, powers, duties, procedures, and administration of the Hall County Planning Commission, while preserving the Planning Commission's role in carrying out those duties assigned by the Unified Development Code, as set forth in Exhibit "A" attached hereto; and

WHEREAS, the proposed amendments further revise the procedures governing the Planning Commission's review and consideration of conditional use permits, subdivision plats, variances, appeals, nonconforming uses, and other matters assigned by the Unified Development Code.

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Section 11.1 of Article 11 of the Hall County Unified Development Code is hereby deleted in its entirety and substituted in lieu thereof with the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference.

2.

The amendments adopted herein include, but are not limited to, revisions governing:

(a) Planning Commission appointments;

(b) staggered terms of office;

(c) vacancies and removal from office;

(d) organization and procedures;

(e) powers and duties;

(f) quorum and voting requirements;

(g) review procedures;

(h) submission requirements; and

(i) appeals and related administrative procedures.

3.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

4.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____

Justin R. Lawhon, County Attorney

Sec. 11.1. Review Bodies

11.1.1. Planning Commission

A. Authority.

The Planning Commission may authorize Conditional Use Permits as expressly identified in Article 7of this UDC. However, the Planning Commission shall have full authority to deny any request it deems inappropriate in order to protect the general health, safety, and welfare of the County and its citizens.

B. Membership.

1. The Hall County Planning Commission shall consist of five (5) members. Each County Commissioner shall appoint one (1) member to the Planning Commission. Each appointment shall be announced at a regular or special voting meeting of the Board of Commissioners and shall become effective immediately upon such announcement without further action by the Board. All Planning Commission members shall be residents of Hall County and shall serve the terms provided in subsection B.2.
2. Planning Commission members shall serve staggered two-year terms. The term of each Planning Commission member shall coincide with either the first two years or the second two years of the term of office of the appointing County Commissioner, as established by the Board of Commissioners. Each two-year term shall commence on February 1 and expire on January 31, or until a successor is appointed and qualified.
3. Any vacancy in membership shall be filled for the remainder of the unexpired term by the County Commissioner authorized to appoint the member occupying that position.
4. Planning Commission members shall serve at the pleasure of the Board of Commissioners. The Board of Commissioners may remove any member at any time, with or without cause. Prior to removal, the Board shall provide the member with written notice of the proposed removal and an opportunity to be heard at a public meeting of the Board of Commissioners.
5. The unexcused absence of a Planning Commission member from three (3) consecutive regularly scheduled meetings without prior notice to the chairperson of the Planning Commission or the Planning and Zoning Department staff may be considered by the Board of Commissioners as grounds for removal, but shall not limit the Board's authority to remove a member at its pleasure pursuant to subsection B.4.
6. Members of the Planning Commission may be reimbursed or compensated for their services pursuant to direction and approval of the Hall County Board of Commissioners.

C. Organization and Proceedings.

The Planning Commission shall elect a chairperson and vice chairperson from among its members. The chairperson and vice chairperson shall each serve a one-year term with eligibility for re-election. The Planning Commission shall appoint a secretary, who may be an officer or employee of Hall County. The Planning

Commission shall adopt rules of procedure governing the conduct of its meetings and proceedings and shall establish the time and place of its regular meetings. All meetings of the Planning Commission at which official action is taken must be open to the public in accordance with the Georgia Open Meetings Act, and all records of the Planning Commission shall be maintained in accordance with and subject to the Georgia Open Records Act.

D. Powers and Duties.

The Planning Commission has the following powers and duties:

1. To accept applications and make findings and recommendations at a public hearing for all amendments to this UDC. Recommendations will be forwarded to the county Board of Commissioners.
2. To grant application for all Conditional Use Permits as specified by this UDC, provided that the standards and requirements of this UDC are met.
3. To review preliminary subdivision plats and grant development approval for same when required by this UDC. The Planning Commission may appoint a secretary from their membership to oversee preliminary plat review. The secretary may delegate this duty to the Department of Planning and Zoning as they see fit.
4. To review final subdivision plats and grant recording and approval permits for subdivision when required by this UDC. The Planning Commission may appoint a secretary from their membership to oversee final plat review. The secretary may delegate this duty to the Department of Planning and Zoning as they see fit.
5. To initiate, direct and review from time to time a study of the provisions of this UDC and to make reports of its findings and recommendations as to amendments to the Board of Commissioners.
6. To investigate and make recommendations to the Board of Commissioners regarding the acceptance and classification of county roads.
7. To accept and determine requests regarding unclassified uses upon recommendation from the Director of Planning and Zoning. Such determinations must be made in accordance with the criteria set forth in Sec. 7.1.4.
8. To hear and decide on appeals of determinations and decisions made by an administrative official as specified by Sec. 11.2.7.
9. The Planning Commission may make such determinations, investigate such matters relating to the planning and development of the county, and take such action as authorized by this UDC and the laws of the state.
10. To authorize upon appeal in specific cases such variances as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this UDC will result in unnecessary hardship and so that the spirit of this UDC is observed, public safety and welfare secured, and substantial justice done.
    a. In cases involving requests for variances from the building setback standards, a plat or survey of the property is required. In cases involving setback variances for commercial or industrial uses of

land, a site plan of the property in question prepared by a registered land surveyor, architect, landscape architect or engineer is required.

b. The authority to grant such variances is limited to variances from the following requirements:

i. Setbacks from property lines.

ii. Planted buffers and vision clearance requirements.

iii. Off-street parking space requirements.

iv. Design standards for single-family and two-family dwellings in Sec. 2.2.

v. Other requirements where the granting of a variance is specifically authorized.

11. Such variances may be granted in individual cases of unnecessary hardship upon a finding of the board that:

a. 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);

b. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship;

c. Such conditions are particular to the property involved and are not common to other properties in the neighborhood;

d. Such conditions are not the result of any actions of the property owner; and

e. 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.

12. To receive and act upon applications for the change, continuance and/or enlargement of a nonconforming use as provided in this UDC.

13. To perform other duties as from time to time may be delegated by the Board of Commissioners.

E. Exercise of Planning Commission Powers.

In exercising the above powers, the Planning Commission may, in conformity with the provisions of this UDC, reverse or affirm, wholly or in part, or may have all powers of the officer from whom the application is taken, and may direct the issuance of a building permit, occupancy permit or certificate of zoning compliance. In no case shall the powers of the commission be construed to include authority to reclassify use zones. **Actions by Planning Commission.**

In all actions or decisions of the Planning Commission, three (3) members being present shall constitute a quorum with the affirmative vote of at least three (3) members required for any official action or decision of the Planning Commission. Each official action, with the full text of the motion and record of members' votes, must

be incorporated in the minutes of the Planning Commission. If an application to the Planning Commission is denied, the same property may not be considered for any zoning application, and no application may be filed, until the expiration of at least six months immediately following the denial of the application.

F. Review Procedures.

1. The Planning Commission must hold a public hearing on all applications for conditional use permits in accordance with Sec. 11.2.6. and consider the merits of the applications as authorized by this UDC.
2. After hearing testimony from all interested parties, the Planning Commission will have 30 days to render its decision.

G. Notice of Public Hearing.

The requirements and procedures for notice of public hearing in Sec. 11.2.6. must be followed.

H. Submission Requirements.

An application must be submitted to the Department of Planning and Zoning at least 30 days prior to the date of the Planning Commission hearing at which the application is to be considered. The completed application must be accompanied by payment of such fee prescribed in Sec. 11.2. to cover administrative and advertising costs. The items of information must be supplied by the applicant as set forth in this section.

I. Review Criteria.

A conditional use permit may be granted when the Planning Commission finds from a preponderance of the evidence produced at the public hearing that the proposed use is suitable for the subject property considering the general lines of inquiry established in Sec. 11.2.6.F.3.

J. Burden of Proof.

The applicant for a conditional use permit must have the burden of proof, which must include the presentation of evidence and the burden of persuasion of all questions of fact which are to be determined by the Planning Commission as authorized in this section.

K. Conditions of Approval.

The Planning Commission may place any reasonable conditions or stipulations upon an approved Conditional Use Permit as deemed necessary, including but not limited to hours of operation, parking, maximum building size, lot size, outside displays, signs, landscape and buffer improvements, and screens, to further insure the orderly operation of the proposed use and its compatibility with the surrounding properties.

L. Appeals to the Board of Commissioners.

Any decision of the Planning Commission may be appealed to the Hall County Board of Commissioners in accordance with Sec. 11.2.7.

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 11—ADMINISTRATION (SECTION 11.2.1-ZONING APPLICATION FEES)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Section 11.2.1 of Article 11 of the UDC establishes the zoning application fees applicable to rezoning requests, conditional use permits, special use permits, variances, appeals, zoning verification letters, and other development applications processed by Hall County; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Section 11.2.1 and recommended revisions to update and clarify the County's zoning application fee schedule; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Section 11.2.1; and

WHEREAS, the proposed amendments revise Section 11.2.1, including Table 11.2.1, to establish an updated schedule of zoning application fees and related administrative provisions governing zoning applications, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Section 11.2.1 of Article 11 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Section 11.2.1 in their entirety and substituting in lieu thereof the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 11 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Sec. 11.2. Review Process and Procedures

11.2.1. Zoning Application Fee

A. General

Fees for the administration of the zoning regulations must be collected prior to action by any commission, board, or final action by an administrative official. An application will not be considered complete until the required fee is paid.

Application Fees

1. Application filing fees for rezoning and conditional use applications are as established in Table 11.2.1.
2. Additional fees will be assessed as follows:
   a. Site plan review of mobile home parks:
      i. $0.10 per linear foot of new streets proposed, and
      ii. $5.00 per mobile home space proposed.
   b. Determination of unclassified uses: none.
   c. Zoning Verification Letter: $25.
   d. Appeals to the Board of Commissioners: $200.

B. Refund of Application Fees

Refunds for zoning application fees to the county will be processed as follows:

1. Rezoning.
   a. Withdrawal prior to notification of adjacent property owners by public advertisement will result in a refund of 50 percent of the application fee.
   b. Withdrawal after notification of adjacent property owners by public advertisement but prior to the required public hearing will result in a refund of 25 percent of the application fee.
2. Variance, special use, and conditional use permits.
   a. Withdrawal prior to notification of adjacent property owners by public advertisement will result in a refund of 50 percent of the application fee.
   b. Withdrawal after notification of adjacent property owners by public advertisement: none.
3. No refunds will be issued for any application which was withdrawn after a public hearing.

FOR ADOPTION

Table 11.2.1. Fees for Applications Submitted to the Planning Commission

Rezoning Applications		
Acres	Zone To: V-C, R-1-L, R-1, AG &, AR-1, AR-2	Zone To: R-SF, R-TH, R-TF, R-X, R-MF, O-I, S-S, H-B, I-1, I-2, Planned Development, MHP, P-C, M-U
0-5	$300	$450
5-10	$400	$550
10-20	$600	$750
20-100	$1,000	$1,500
>100	$1,000 + $30 per acre or part thereof, not to exceed $2,500	$1,500 + $30 per acre or part thereof, not to exceed $3,000
Special Use and Conditional Use Permit Applications		
Acres	Zoning Districts V-C, R-1-L, R-1, AG &, AR-1, AR-2	Zoning Districts R-SF, R-TH, R-TF, R-X, R-MF, O-I, S-S, H-B, I-1, I-2, Planned Development, MHP, P-C, M-U
0-5	$250	$350
5-10	$350	$450
10-20	$500	$650
20-100	$750	$1,000
>100	$750 + $25 per acre or part thereof, not to exceed $2,000	$1,000 + $30 per acre or part thereof, not to exceed $2,500
Variance Applications		
V-C, R-1-L, R-1, AR-1 & AG		R-SF, R-TH, R-TF, R-MF, R-X, M-U, 0-I, S-S, H-B, I-1, I-2, Planned Development, and MHP
$350		$400

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 11—ADMINISTRATION (SECTION 11.2.6-AMENDMENTS)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 11 of the UDC establishes the administrative procedures governing the implementation, review, and enforcement of the Unified Development Code, including procedures applicable to zoning amendments, applications, public hearings, and related development review processes; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 11 and recommended the adoption of procedures governing the review of certain rezoning approvals where meaningful progress toward development has not occurred within the time prescribed by the Unified Development Code; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Section 11.2.6 and recommended revisions to improve, clarify, and update the County's zoning application and development review procedures

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Section 11.2.6; and

WHEREAS, the proposed amendments revise Section 11.2.6 to establish additional application requirements for certain commercial, industrial, and major development proposals,

including the submission of Trip Generation Memoranda, the preparation of Traffic Impact Studies when warranted, procedures governing the review and approval of Traffic Impact Study scopes, and related administrative revisions, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Section 11.2.6 of Article 11 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Section 11.2.6 in their entirety and substituting in lieu thereof the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of Article 11 and the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

v. Place of approval for the county Director of Planning and Zoning as follows:

"Pursuant to the Hall County Subdivision Regulations, this plat is given final approval by the Hall County Planning and Zoning Director. All of the conditions of approval having been completed, this document is hereby accepted and this approval granted under the authority of said Regulations.

Name (insert), Director of Planning and Zoning

Date (insert)"

4. **Planned Development.**

a. The standards and requirements of this UDC may be modified in the case of a plan and program for a community or neighborhood unit or planned development which is not divided into customary lots, blocks and streets, which in the judgment of the Planning Commission provides adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, provided density standards for the entire tract are not exceeded, and which also provides such covenants or other legal procedures as will assure conformity to the achievement of the plan. Plans for such development must be submitted to and approved by the Planning Commission and Board of Commissioners whether or not such plat is to be recorded, and no building permit may be issued until such approval has been given.

b. Prior to processing such a planned development, the developer must indicate their willingness to increase the processing time specified. However, in no case may the Planning Commission authorize a use prohibited in the district in which the project is to be located, or a smaller lot area per dwelling unit than the minimum required in such district.

C. Appeals

All appeals must be filed in accordance with Sec. 11.2.7.

11.2.6. Amendments

A. General

All applications, requests and petitions for permits, certificates of zoning compliance, variances, conditional use permits, planned developments, classifications and reclassifications of property, notices of appeal, amendments to this UDC and other similar matters, together with all supporting documents required for such application, request or petition and fees therefor, must be filed with the Planning and Zoning Department in the appropriate form as specified this Sec. 11.2. All data, drawings, narratives and other supporting documentation required by this UDC must be provided for in an application to be officially received for staff review and scheduling of consideration by the Planning Commission in accordance with the scheduling provisions established herein.

B. Minimum Tract Size and Frontage for Zoning Change

FOR ADOPTION

Except in an application for rezoning to a nonresidential zoning district, no tract of land may be considered for rezoning which has an area less than one acre unless such tract abuts a nonresidential zoning district within county or municipal jurisdiction. Application for rezoning may also be considered when a lot of record meets the minimum area and road frontage required by the zoning district in which the rezoning is sought.

C. Initiation of Proposed Amendments

These zoning regulations of the county, including the official zoning map, may be amended from time to time by the Board of Commissioners of the county. Official zoning map amendments may be proposed by the Board of Commissioners of the county, or by the county Planning Commission, or an administrative official, or by any individual, firm, or organization or their duly appointed agent or attorney; provided, however, no amendment may become effective unless it has been proposed by or submitted to the county Planning Commission for review and recommendation. Application for uses subject to the approval of the county Board of Commissioners must have first been submitted to the county Planning Commission for review and recommendation before consideration by the County Commission. Text amendments to the zoning ordinances may be proposed only by the Board of Commissioners of the county, or the county Planning Commission, or the appropriate administrative official.

D. Filing of Proposed Amendments

All proposed amendments, whether an amendment to the text or modification in the district boundaries on the official zoning map, and uses subject to approval of the County Commission, must be submitted to the Planning and Zoning Department of Hall County at least 30 working days in advance of the next regular meeting of the Planning Commission. The Director of Planning and Zoning must arrange a suitable date for a hearing before the Planning Commission.

E. Submission Requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec. 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change.
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.
    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

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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.

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, the following additional requirements apply:

   Prior to consideration by the county Planning Commission for their recommendation to the County Commission, the county Engineering Department must have completed a review of the proposal for site acceptability relative to topography, soil classifications, public or private access, proposed effluent treatment levels and natural, undisturbed buffer zones for surface waters, floodplains, wetlands, wells, residential and other protected areas in addition to other criteria deemed appropriate by the Planning Commission or County Commission. The following information must be submitted to the County Engineer for review of a zoning application and subsequent submittal of a report to the Planning Commission for consideration of the zoning of any land for a wastewater land application system.

   i. The design development report submitted to the Environmental Protection Division certified by a professional engineer experienced in the design of land application systems and registered to practice in the State of Georgia.

   ii. A plan for the disposal of excess biological solids.

   iii. Certification from a professional geologist, registered to practice in the State of Georgia, certifying that the land application site is not located within two miles of a significant groundwater recharge area as defined by the Environmental Protection Division.

   iv. A detailed history of all the owner's previous activities, within the State of Georgia in the field of land application, including every other facility it has operated and including a detailed account of all past violations of federal, state, or county laws or regulations, and all past and pending litigation, favorable or unfavorable.

d. For any application proposing the development of a commercial or industrial property, a change in use of an existing commercial or industrial property, a major subdivision as define herein, or any development that triggers a Development of Regional Impact (DRI) review, the applicant shall submit a Trip Generation Memo at the time of the pre-application meeting. The Trip Generation Memo shall be prepared in accordance with the requirements

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established by the Hall County Public Works Department and shall estimate the anticipated average daily traffic generated by the proposed development.

i. If the Director of Public Works determines, based upon the Trip Generation Memo, that the proposed development is expected to generate 500 or more gross daily trips, the applicant shall be required to prepare and submit a Traffic Impact Study (TIS) prior to consideration of the application by the County Commission.

ii. Before preparing the Traffic Impact Study, the applicant shall submit the proposed scope of the study, including the intersections, roadway segments, driveways, and other transportation facilities to be evaluated, to the Hall County Public Works Department for review and approval. The scope shall be approved after acceptance of the Trip Generation Memo and prior to preparation of the Traffic Impact Study.

iii. At the applicant's expense, the Traffic Impact Study shall be prepared by a professional engineer licensed to practice in the State of Georgia in accordance with the requirements established by the Hall County Public Works Department. The Public Works Department shall review the Traffic Impact Study and forward its findings and recommendations to the County Commission as part of the application review process.

F. Planning Commission and Hall County Commission Consideration and Decision

1. The Planning Commission must hold a public meeting on all zoning applications or applications for a use subject to approval of the County Commission. The Planning Commission must hold the required public meeting not less than 30 days, nor more than 60 days, from the date of the filing of a complete application.

2. After hearing testimony from all interested parties, the Planning Commission will have 30 days within which to make its decision to grant or deny the application or make a recommendation to the Board of Commissioners. If the Planning Commission fails to make a decision within the specified period, it may be deemed to have carried a recommendation of approval of the application.

3. The Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

   a. Whether the zoning proposal will permit a use that is suitable in view

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of the use, development and zoning of adjacent and nearby property.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

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.

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.

f. The extent to which property values are diminished by the existing zoning restrictions.

g. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public.

h. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

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.

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.

k. Whether the change would 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.

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood.

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned.

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission.

p. Whether there would be an ecological or pollution impact resulting from major modifications 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.

4. When the application is for site-built houses, modular homes and mobile homes more than seven years old being moved into Hall County for the purpose of permanent or temporary occupancy, in addition to the items listed above, the Planning Commission must also consider the compatibility of the proposed residential unit with the existing housing in the area

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surrounding the proposed location of that residence in terms of the type of housing, the style of housing, the age of housing and the condition of housing.

5. When the application is for pre-owned site built houses, industrialized homes or manufactured homes to be moved into Hall County for the purpose of permanent or temporary occupancy, in addition to the items listed in subsection ”3” above, the Planning Commission must consider the compatibility of the proposed residential unit with the existing housing in the area surrounding the proposed location of that residence in terms of the type of housing, the style of housing, and the condition of such housing. Such residential unit must meet the minimal standards of all applicable building and construction codes adopted as a part of the Official Code of Hall County. The Planning Commission must first consider an application for such dwelling unit and make its recommendations to the Hall County Commission. The Hall County Commission, in making its decision, may approve the application, deny the application, or approve the application with conditions.

6. Any manufactured home proposed to be moved into the County into a registered or approved mobile home park, or a manufactured home proposed to be moved into the County for the purpose of upgrading an approved, permitted existing manufactured home, may be exempt from the provisions of review by the Planning Commission or County Commission noted in subsection 5 above. All applicable review and inspection required by Chapter 15 of the Official Code of Hall County, Georgia, will remain in effect for all manufactured homes to be moved into the county which may include a site inspection by the Hall County Building Inspection Department.

G. Public Hearing Required

1. The Planning Commission and Board of Commissioners, when taking final action on all applications, must provide for public hearings on the proposed actions. Public meetings related to recommendations made by the Planning Commission to the Board of Commissioners do not require notice provided herein. A notice of public hearings must be published at least 30days but not more than 45 days prior to said public hearings in a newspaper of general circulation within the territorial boundaries of the county.

2. The county will follow the additional notice and hearing requirements found in O.C.G.A. § 36-66-1 whenever so required by State law, including any of the following instances when required by State law:

   a. County-initiated rezoning or text amendments to revise a zoning classification related to single-family residential uses of property so as to authorize multi-family uses on property pursuant to such classifications or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning district;

   b. Halfway houses, drug rehabilitation centers, or other facilities for the treatment of drug dependency; or

   c. Annexations.

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H. Public Notice of Hearing

1. Contents of Notice. If an application is being considered for a change of zoning for a specifically described tract or parcel of land (amendment to the zoning map), the public notice must, in addition to the requirements of this Sec. 11.2.6., include the following information:
   a. The location of the property; and
   b. The present zoning classification; and
   c. The proposed zoning classification of the property.
2. Posting and Mailing of Notice
   a. Posted Notice. All zoning map amendments initiated by a party other than the county Planning Commission or the county Board of Commissioners, and applications for uses subject to approval of the County Commission, require a sign placed in a conspicuous location on the property which is the subject matter of the zoning application.
   b. Mailed Notice. Mailed notice must be made via U.S. Postal Service mail a least 30 days but not more than 45 days before the date of the public hearing to the following parties:
      i. Property owner notice. Mailed notice must be made to the property owner(s) of record. The applicant must provide the mailing address for property owner(s) with the filing of the zoning petition.
      ii. Applicant.
      iii. Appellant for any filed appeal must also receive mailed notice if not one of the parties already identified as requiring notice.
3. Sign Posting Information. The public notice sign must contain the same information described in Sec. 11.2.6.H.1.
4. Sign Posting Date. The required public notice sign must be posted not less than 15 prior to the date of the hearing.

I. Public Notice of Hearing for Applications Initiated by the County

When an application is brought by or initiated by the Board of Commissioners of the county, or by an administrative official of the county, the only public notice required by these zoning regulations is newspaper advertisement as set forth in O.C.G.A. § 36-66-1 et. Seq. and Sec. 11.2.6.G. and 11.2.6.H.

J. Action by Board of Commissioners

1. The Board of Commissioners must consider applications for uses subject to approval of the County Commission and all zoning recommendations of the Planning Commission, including conditions of approval and any additional evidence that applicant wishes to present at a public hearing on the date advertised, at which time all interested parties and citizens will have an opportunity to be heard and present evidence regarding the proposed amendment or use subject to approval of the County Commission, or the appeal of the conditional use permit or use subject to approval of the Planning Commission, or other zoning decisions.
2. The Board of Commissioners may place any reasonable conditions or stipulations upon any application for a

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use subject to approval of the County Commission, a proposed amendment or the appeal of a conditional use permit or use subject to approval of the Planning Commission, or other zoning decisions as deemed necessary to further insure the orderly operation of proposed uses and their compatibility with the surrounding properties.

3. The Board of Commissioners, in making its decision on the proposed amendment, the use subject to approval of the County Commission, or the appeal of a conditional use permit, or the use subject to approval of the Planning Commission, or other zoning decisions, must consider the general lines of inquiry established under Sec. 11.2.6.F and any other relevant factor submitted by the applicant.

4. The applicant/appellant must have the burden of proof, which must include the presentation of evidence and the burden of persuasion of each factor necessary to receive approval of the Board of Commissioners. Failure of the applicant/appellant to meet this burden may result in a denial of the proposed amendment, the use subject to the approval of the County Commission, or the appeal of a conditional use permit or the use subject to approval of the Planning Commission, or other zoning decisions.

5. The Board of Commissioners public hearing is to be held as follows (or the Planning Commission, where authorized by this UDC as the final decision-making body):

    a. The public hearing is to be held in conjunction with regular meetings of the Board of Commissioners or Planning Commission, as applicable, with published notice of time and place.

    b. The hearing is conducted by the county attorney or other hearing officer designated by the Board of Commissioners.

    c. The hearing officer introduces the proposed zoning amendments before the Board of Commissioners or Planning Commission, as applicable. Proposals are considered in the order listed in the published notice. The hearing officer describes each proposed zoning amendment and the party initiating the proposal. Staff is then called upon to report on the Planning Commission's recommendation and summarize its written report.

    d. Persons both favoring and opposing the proposed amendment are provided an opportunity to address the Board of Commissioners. During this period:

        i. Each speaker must first state his name and address.

        ii. Comments are accepted first from the party proposing the action and any other proponents of the action, followed by opponents of the action. The party proposing the action may then offer rebuttal.

        iii. The hearing officer may place reasonable limits on the number of persons who may speak for or against the proposal, on the time allowed for each speaker, and on the total time allowed for comment. No less than ten

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minutes may be permitted for all of those speaking in support of an amendment and no less than ten minutes may be permitted for all those speaking against, unless such proponents or opponents take less time than the minimum allowed.

iv. Comments must pertain only to the merits of the proposed action and must be directed to the Board of Commissioners. Comments are not allowed that may be construed as personal attacks on any other speaker or are irrelevant to the proposed action. Violators will be first cautioned and then prevented from making further comment.

v. Petitions, studies, letters, and other material should be submitted prior to the hearing, allowing ample time for study by the Board of Commissioners. Materials submitted at the hearing may or may not be accepted by the board, and if presented orally are subject to time limitations.

e. The Board of Commissioners may, if necessary, call on previous speakers for clarification, or may call for additional views, studies or information from any source considered necessary to making a sound decision. The Board of Commissioners may continue the hearing to a later date.

f. The decision rendered by the Board of Commissioners regarding the proposed amendment, the use subject to approval of the County Commission, or the appeal of a conditional use permit or the use subject to approval of the Planning Commission, or other zoning decisions, will be considered the final action on the application.

g. No approval or denial of an amendment, use subject to approval of the County Commission, appeal of an administrative official or decision-making body, approval or denial of a use subject to approval of the Planning Commission, or other zoning or quasi-judicial decision by the Board of Commissioners will become effective unless said approval or denial is determined after a public hearing.

K. County Approval for Withdrawal of Applications

An application for any request considered by the Planning Commission may be withdrawn by the applicant at any time prior to the notification by public advertisement of the adjoining property owners. The application may be withdrawn after said public notice is given and before the Planning Commission takes a vote on said application only with the consent of a majority of the members of the Planning Commission. For applications requiring a recommendation from the Planning Commission for final action by the county Board of Commissioners, after the Planning Commission has taken a vote on the application, the application may only be withdrawn with the consent of a majority of the Board of Commissioners voting to allow the applicant's request to withdraw the application. For appeals to the Board of

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Commissioners or Planning Commission decisions, the application may only be withdrawn with the consent of a majority of the Board of Commissioners voting to allow the applicant's request to withdraw the appeal. Fees are to be refunded as described in Sec. 11.2.1.

L. Successive Applications

If a use subject to approval of the County Commission or Planning Commission or a rezoning is denied, or if an appeal from the decision of an administrative official or the Planning Commission is affirmed by the Board of Commissioners, then the same property may not again be considered for any zoning application, (rezoning, conditional use, variance, etc.) and no such application may be filed, until the expiration of at least six months immediately following the date of the denial of the use or rezoning or the denial of the appeal. The same property may not be considered for an application of the same type, and no such application of the same type may be filed, until the expiration of at least twelve months immediately following the date of the denial of the use or rezoning or the denial of the appeal.

M. Appeals of Board of Commissioners Actions

1. Any person with adequate standing to do so under Georgia law may seek review in the Superior Court of Hall County in accordance with the applicable procedures established by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-5.1.
2. The Director of Community Development and Infrastructure is authorized, without additional board or agency action, to approve or issue any form or certificate necessary to perfect any appeal petition for review of lower judicatory bodies, and is authorized, without additional board or agency action, to accept service or be served in behalf of any lower judicatory board or agency, during normal business hours, at the regular offices of the county.
3. Service of an appeal of any quasi-judicial decision rendered pursuant to this section may be effected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the county, by the county attorney when so allowed by the county's service of process resolution, otherwise said service may be effected or accepted on behalf of the local governing authority according to the requirements of O.C.G.A. § 9-11-4(e).

N. Georgia Zoning Procedures Law

The review and approval procedures of this zoning ordinance are intended to comply with the provisions of the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1 et seq.), which is incorporated by reference in its entirety. If any provision of this zoning ordinance is in conflict with any provision of the zoning procedures law or if this zoning ordinance fails to incorporate a provision required for the implementation of the zoning procedures law, the Zoning Procedures Law (O.C.G.A. § 36-66-1 et seq.) controls.

O. Amendments to Subdivision Regulations

The Planning Commission, upon referral from the Board of Commissioners, may from time to time recommend amendments to the subdivision regulations of this UDC. Any amendment must be heard by the Planning Commission, who must

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make a recommendation to the Board of Commissioners regarding approval or denial. Prior to acting on any proposed amendment, the Board of Commissioners must hold a public hearing on the amendment, having first published a notice of the time and place of the hearing in a newspaper of general circulation in the county at least 15 days prior to the hearing.

11.2.7. Appeals

A. Right to Appeal

1. Any person aggrieved by the final decision rendered on any proposed amendment, any conditional use permit, or use subject to the approval of the Planning Commission, or any other zoning or quasi-judicial decision by any county official, department, board, or agency affected by any final order, requirement, or decision authorized in this UDC shall have the right to an appeal of the decision. Appeals of administrative officials will be heard by the Planning Commission, and appeals of any decision-making body will be heard by the Board of Commissioners.
2. A person is considered aggrieved for purposes of this section only if the person or their property was the subject of the action appealed from, or the person has a substantial interest in the action being appealed that is in danger of suffering special damage or injury not common to all property owners similarly situated.

B. Filing of Appeal

In order to file an appeal, the appellant must submit a written notice of appeal within 30 calendar days of the decision to the Planning Commission office. The appellant must submit justification and reasons for the appeal. Such justification should make specific reference to such relevant analysis as listed in Sec. 11.2.6.F. The appeal fee must be paid at the time of filing said written notice of appeal. The Director of Planning and Zoning, upon receipt of the written notice of appeal and fee, shall notify the county administrator of the appeal and submit the notice and record of the application to the county administrator.

C. Hearing and Decision

1. The appropriate hearing body (either the Planning Commission or the Board of Commissioners) must hold a public hearing to consider all appeals of decisions by administrative officials and decision-making bodies. The only active participants are the appellant, the original applicant (if other than the appellant), and the zoning official or other administrative official whose decision is being appealed. Participants in the meeting may present testimony, produce documentary evidence, and may cross-examine witnesses provided by another participant. The Board of Commissioners or Planning Commission may ask questions or seek clarification from any participant in the hearing, and may limit the time for the hearing as it deems necessary and appropriate provided that all participants are afforded equal time to present evidence.
2. Following the close of the hearing and following its consideration of all testimony, documentary evidence, and matters of record presented, the Board of Commissioners or Planning Commission must render its decision. The decision must be made within a reasonable period of time, but in no

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event more than 30 days from the date of the close of the hearing.

3. In exercising its powers, the Board of Commissioners or Planning Commission may reverse or affirm the decision in whole or in part, or may modify the order, requirement, decision, or determination appealed from. To that end, the hearing body has all the powers of the administrative official or decision-making body from whom or from which the appeal was taken, and it may issue or direct the issuance of a permit or other approval, provided that all requirements imposed by all other applicable laws and ordinances are met. In no case may the powers of the hearing body be construed to include authority to reclassify use zones. An appeal may be reversed or the decision modified only upon an expressed finding by the hearing body that the action was based on an erroneous finding of a material fact, or that said action was arbitrary.

D. Required Public Notice

Notice to members of the public must be provided in accordance with the provisions of this UDC and O.C.G.A. § 36-66-1 et seq.

E. Date of Public Hearing

The county administrator or other appropriate county official must place an appeal on the agenda of the first public meeting of the appropriate hearing body of the county arising after the relevant notice provisions of Sec. 11.2.6.H. have been complied with.

F. Payment of Costs of Appeal

The appellant will bear the costs of preparing the necessary documents as required by the county to properly appeal the matter before the hearing body, in addition to the appeal fee.

G. Decision of Appeal

1. An appeal may be sustained (i.e.: where the decision is reversed) only upon a finding by the hearing body that the action subject to the appeal was based on an erroneous finding of a material fact or that the administrative official or decision-making body acted in an arbitrary manner.
2. Appeals of administrative officials will be heard by the Planning Commission.
3. Appeals of any decision-making body will be heard by the Board of Commissioners.
4. Appeals of the Board of Commissioners must be appealed to the Hall County Superior Court accordance with the Zoning Procedures Law, O.C.G.A. § 36-66-5.1.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 11—ADMINISTRATION (SECTION 11.5-REVERSION OF ZONING APPROVAL)

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 11 of the UDC establishes the administrative procedures governing the implementation and enforcement of the Unified Development Code; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 11 and recommended the adoption of procedures governing the review of certain rezoning approvals where meaningful progress toward development has not occurred within the time prescribed by the Unified Development Code; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding the administration of zoning approvals and the long-term implementation of approved developments; and

WHEREAS, the proposed amendments establish new Section 11.5, entitled "Reversion of Zoning Approval," which provides standards governing vesting, extensions, notice, administrative review, and procedures by which the Board of Commissioners may consider whether a rezoning should remain in effect or be considered for rezoning through the standard zoning procedures established by the Unified Development Code, while preserving applicable constitutional and statutory vested rights and due process protections, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 11 of the Hall County Unified Development Code is hereby amended by **adding** new Section 11.5, entitled "Reversion of Zoning Approval," as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. The new section establishes procedures governing the review of certain rezoning approvals that have not vested within the applicable timeframes, standards for vesting and extensions, notice and administrative review procedures, and consideration by the Board of Commissioners in accordance with applicable law.

2.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Sec 11.5. – Reversion of Zoning Approval

11.5.1. Intent

A. The intent of this section is to prevent the indefinite retention of zoning entitlements for approved developments without meaningful progress toward construction.
B. This section is to ensure that zoning approvals granted by the County are implemented in a timely manner and remain consistent with the Comprehensive Plan, infrastructure planning, and community development goals. This section establishes procedures for reviewing zoning approvals where development activity has not occurred within a specified timeframe and provides a process by which the County may consider reverting the zoning classification.
C. Nothing in this section shall result in the automatic reversion of zoning. Any change to the zoning classification of property shall occur only through formal action by the Board of Commissioners following the procedures established herein.
D. Nothing in this section shall create a presumption in favor of rezoning or reversion, and any rezoning shall be considered de novo based on the totality of the circumstances, the Comprehensive Plan, and all applicable constitutional and statutory standards.
E. This Section shall be construed in a manner consistent with the Constitution and laws of the State of Georgia, including protections afforded to property owners under applicable vested rights and due process doctrines.

11.5.2. Definitions

A. **Development**. For purposes of Section 11.5, “development” means any rezoning approval granted by the Board of Commissioners that authorizes a project-specific use or plan, including residential with sewer whether implemented in a single phase or multiple phases.
B. **Vesting.** For purposes of Section 11.5, vesting for development shall require compliance with Section 11.5.4 and shall not occur solely through conceptual planning, engineering studies, or informal site preparation. The establishment of vested rights generally requires the commencement of substantial site work and issuance of applicable permits consistent with the approved rezoning. Vesting shall not occur through grading or land disturbance activities undertaken solely to preserve zoning entitlements. This definition shall be interpreted consistent with vested rights under Georgia law, and nothing herein shall be construed to limit or impair vested rights established through substantial expenditures made in good-faith reliance on a validly issued permit or approval.

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C. **Land Disturbance Permit (LDP).** An official permit issued by Hall County authorizing grading, clearing, excavation, or other land-altering activities in accordance with approved development plans.
D. **Preliminary Plat.** A preliminary subdivision layout approved by Hall County that depicts the arrangement of lots, streets, utilities, stormwater facilities, and other infrastructure but does not authorize recordation or construction without further approvals.
E. **Substantial Evidence.** Objective, documented, and verifiable information, which may include permits, approved plans, executed contracts, construction activity, or financial commitments, demonstrating meaningful progress toward vesting.
F. **Substantial Site Work.** For purposes of vesting, substantial site work means physical construction activity that:
    1. Is authorized by a valid Land Disturbance Permit and/or Preliminary Plat; and
    2. Includes installation of permanent infrastructure such as:
        a. Public or private roadways and associated base or paving;
        b. Stormwater management facilities; or
        c. Water and sanitary sewer lines; and
    3. Does not include clearing, grubbing, erosion control installation, or test grading performed in isolation.
G. **Multi-Phase Development.** A development approved through rezoning that is proposed to be constructed in two or more distinct phases over time, as identified on an approved preliminary plat, site plan, or development plan. Each phase shall:
    1. Be clearly delineated on approved plans;
    2. Include necessary infrastructure to function independently or as part of an integrated development; and
    3. Be capable of being developed in a logical sequence.

11.5.3. Applicability

A. This section shall apply to all development rezoning approvals granted by the Board of Commissioners on or after the effective date of this ordinance that involve a residential component supported by public sewer.
B. All rezoning approvals governed by this section and granted on or after August 27, 2026 shall be subject to the reversion provisions herein.
C. Nothing in this section shall be construed to impair or revoke any rezoning approval subject to this ordinance that has been vested or not vested prior to the effective date of this ordinance.

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11.5.4. Vesting

A. Development approved through a rezoning subject to this section shall be considered vested when substantial development activity, as defined herein, has commenced within forty-eight (48) months of the date of rezoning approval.
B. A development shall be deemed vested when one of the following has occurred pursuant to the approved rezoning:
    1. Residential Development (served by public sewer):
        a. Issuance of a Land Disturbance Permit or Preliminary Plat, followed by commencement of substantial site work, including grading, installation of utilities, stormwater infrastructure, and/or roadway improvements.
    2. Administrative Determination:
        a. Other development activity approved in writing by the Planning and Zoning Director or their designee that clearly demonstrates substantial reliance on the rezoning approval and irreversible commitment of resources.
C. Once vested, the rezoning approval shall not be subject to reversion due to lapse of time except as otherwise provided by law. Failure to achieve vesting within the required timeframe may subject the property to review under this section.
D. Multi-Phase Development Vesting.
    1. For developments approved as multi-phase projects, vesting shall be determined on a phase-by-phase basis, not for the development as a whole.
    2. Completion or vesting of one phase shall not constitute vesting of subsequent phases.
    3. Each phase shall be subject to the vesting requirements and timeframes set forth in this section.
    4. The vesting period for each subsequent phase shall begin on the earliest of the following:
        a. Recording of the final plat for the preceding phase;
        b. Approval of a phase-specific development plan or permit; or
        c. Another clearly defined milestone as established in the approved development plan.
    5. Failure to vest a subsequent phase within the required timeframe may subject that phase, or the unconstructed portion of the development, to review and potential reversion in accordance with this section.
    6. Where a portion of a multi-phase development is subject to reversion, the Board of Commissioners may consider rezoning only the unconstructed phases or undeveloped portions of the property

FOR ADOPTION

7. For “phased” planned developments approved after August 27, 2026, the vesting of any individual phase shall constitute the vesting of all subsequent phases, as authorized by the Board of Commissioners. All other planned developments shall be subject to section 11.5.4.D.1-6.

11.5.5. Extensions

A. The reversion period may be extended for a period of Twelve (12) months upon written approval by the Planning and Zoning Director or their designee and notification to the County Administrator. Applicant must be able to demonstrate that substantial progress toward vesting is being made and that vesting may reasonably be expected to occur within the extension period.
B. An additional extension of up to Twelve (12) months may be granted only upon a finding of extreme hardship. It shall be the Applicant’s responsibility to demonstrate such extreme hardship. A request for a second Twelve (12) month extension shall require a recommendation by the Planning and Zoning Director or their designee and final approval by the county administrator.
C. The total reversion period, including all extensions, for a development with residential component served by public sewer cannot exceed seventy-two (72) months from the date of the rezoning approval.
D. For multi-phased residential developments subject to this section, the property owner or applicant may appeal to the Board of Commissioners for additional time beyond the maximum seventy-two (72) month reversion period.
    a. Any such appeal shall be supported by an economic impact analysis or comparable documentation demonstrating anticipated public benefit, job creation, or strategic economic value of the proposed development, in addition to the criteria set forth in Section 11.5.4.F of the UDC. Approval of any extension beyond seventy-two (72) months shall be at the sole discretion of the Board of Commissioners based on the evidence of record and consistent with the standards set forth in this section.
E. For each extension request, the Planning and Zoning Director or their designee shall prepare a written report that shall document the Planning and Zoning Director’s or their designee’s findings, evidence submitted by the applicant, and the basis for recommending the approval or denial of the extension request. Such documentation shall be retained as part of the official record.
F. In every application for an extension, the owner(s) shall provide an affidavit documenting at least one of the following:

FOR ADOPTION

a. A delay resulting from court action involving the zoning and/or use permit or a previous extension on the property for which an extension is sought. Extensions approved in connection with court action shall remain valid for one year beyond the granting of an order or the expiration of an appeal period before any court with jurisdiction.
b. Non-availability of utilities or facilities resulting from government inaction. In those instances where wastewater facilities are available for a fraction of the desired capacity, or when capacity was available at some time during the three-year period, but not during the 60 days prior to expiration, the Planning & Zoning Director or their designee shall evaluate such case's qualifications for an extension on their individual merits considering any evidence that might indicate a diligent effort to proceed with development.
c. A delay in development resulting from wetlands or other environmental regulatory procedures requires the applicant to provide a copy of the application acknowledgment letter as evidence. Said application should have been filed at least 12 months before zoning and/or use permit expiration.
d. An inability to obtain financing, despite documentation of the owner's efforts during the first year after zoning and/or use permit approval and continuing until one week prior to consideration of the extension request. Documentation shall consist of two official denials signed by officers of two different lending institutions who have final jurisdiction over such financing transactions.

G. All extension determinations shall be supported by written findings and included in the administrative record.

11.5.6. Reversion Procedure

A. Notice of pending reversion. If a rezoning approval subject to this section has not vested within forty-eight (48) months, the Planning and Zoning Director or their designee shall issue written notice to the property owner of record and applicant, if different.
    1. Inform the property owner that the rezoning approval has not vested;
    2. Provide the property owner ninety (90) days to demonstrate vesting, request extension or submit documentation showing that qualifying development activity has occurred; and
    3. Inform the property owner of the potential for zoning reversion consideration by the County.
B. Administrative confirmation of reversion. Following the expiration of the ninety (90) day notice period, the Planning and Zoning Director or their designee determines that the rezoning approval has not vested and no extension has been granted, the Director or the

FOR ADOPTION

designee shall prepare a written report documenting such findings with recommendation regarding reversion of the zoning district and submit the report to the County Administrator for review and direction. The Planning and Zoning Director's report shall be advisory only and shall not constituted a zoning decision.

C. Consideration by Board of Commissioners. If County Administration determines that further action is appropriate subject to the standards outlined in this ordinance, the matter shall be scheduled for consideration by the Board of Commissioners. The Board of Commissioners consideration will be the final action.
   1. Any change to the zoning classification shall occur only upon approval by the Board of Commissioners through the standard zoning procedures required by this Code. The Board of Commissioners may consider whether the property should:
      a. Retain the existing zoning classification;
      b. Be rezoned back to the previously held zoning district; or
      c. Be rezoned to another classification consistent with the Comprehensive Plan.
   2. In determining whether or not to rezone the subject property to another district, in addition to the standards for the exercise of the zoning power, the Board of Commissioners shall consider the following factors:
      a. the reasons asserted for the delay in development or use of the property pursuant to the zoning district;
      b. any hardship to the property owner, including any economic impact or frustration of investment-backed expectations, if the property is rezoned;
      c. whether the prior or proposed zoning classification would provide a reasonable and economically viable use for the property; and
      d. whether the prior or proposed zoning classification is consistent with the Comprehensive Plan and surrounding land uses.
   3. Any rezoning decision by the Board of Commissioners shall be supported by findings of fact recorded in the minutes based on the evidence of record and applicable zoning standards.

D. Recordation. The Planning and Zoning Director or their designee shall cause the reversion determination, including any final rezoning action, to be documented in the County's official zoning map and records.

11.5.7. Severability

If any provision of this section is held invalid or unconstitutional, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

FOR ADOPTION

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO APPENDIX I—HALL COUNTY PLAN REVIEW AND INSPECTION FEE SCHEDULE

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, the Board of Commissioners finds that the efficient administration of the Unified Development Code requires the adoption of a comprehensive schedule of plan review, inspection, and related development review fees; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed the existing fee provisions contained throughout the Unified Development Code and recommended the adoption of a consolidated fee schedule as Appendix I to improve consistency, administrative efficiency, and ease of reference; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding the administration of development review fees; and

WHEREAS, the proposed amendments adopt Appendix I, entitled **"Hall County Plan Review and Inspection Fee Schedule,"** and amend Articles 9, 10, and 11 to incorporate references thereto, thereby consolidating applicable development review, plan review, inspection, and administrative fees within a single appendix to the Unified Development Code, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

The Hall County Unified Development Code is hereby amended by adopting Appendix I, entitled "Hall County Plan Review and Inspection Fee Schedule," as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference.

2.

Articles 9, 10, and 11 of the Hall County Unified Development Code are hereby amended as set forth in **Exhibit "A"** to incorporate references to Appendix I and to provide that the applicable plan review, inspection, administrative, and related development review fees shall be governed by the Hall County Plan Review and Inspection Fee Schedule adopted herein.

3.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

4.

This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 27th day of August, 2026.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit "A"

APPENDIX I. - HALL COUNTY PLAN REVIEW AND INSPECTION FEE SCHEDULE

	Fee Structure		
Fee Category	1st Review	2nd Review	3rd & Subsequent
Soil Erosion and Sediment Control			
Minor Land Disturbing; Secondary Residential Driveway	$50.00	N/A	N/A
Minor Land Disturbing; Residential Grading	$250.00	N/A	N/A
Commercial Development Base Fee	$2,000	None	$200.00
Per Acre Fee	$40.00	None	None
Revision Fee	$200.00	None	$200.00
Noncommercial-Reapplication Fee	$50.00	N/A	N/A
Renewal with no activity	$100.00	N/A	N/A
Renewal with activity	$400.00	N/A	N/A
Subdivision			
Subdivision construction reinspection fee	$20.00	If necessitated by developer's failure to comply with inspection regulations	
Application fee for submittal to the Board of Commissioners	$100.00 for subdivisions up to 50 lots; $1.00 per lot over 50		
Administrative fee	$12.00 per parcel owner annually		
Subdivision Preliminary Plat, base fee	$2,000	None	$200.00
Per Acre Fee	$40.00	None	None
Revision Fee	$200.00	None	$200.00
Subdivision Preliminary Plat, Additional per linear feet of new street	$0.40	None	None
Subdivision Final Plat, base fee	$750.00	None	$200.00
Subdivision Final Plat, per lot fee	$10.00	None	None
Appeals to Board of Commissioners	$100.00	For any Planning Commission decision	
Post Development Stormwater Management Systems for New Development and Redevelopment			
As-Built Review Fee	$750.00	None	$200.00
Public residential stormwater management facilities	$35.00	N/A	N/A
Nonresidential and private residential stormwater management facilities	$35.00	N/A	N/A
Sewer			
Sewer design and asbuilt review fee	$200.00	N/A	$100.00
Sewer inspection fee per linear foot	$2.00	N/A	N/A

Jennifer Rivera (Administration)

From: Ari Mathe [redacted]
Sent: Thursday, August 13, 2026 9:42 AM
To: David Gibbs (County Commission); Kathy Cooper (County Commissioner); Gregg Poole (County Commissioner); Billy Powell (County Commission); Jeff Stowe (County Commission)
Cc: Jennifer Rivera (Administration)
Subject: Re: letter regarding UDC vote/moratorium on data and detention centers
Attachments: 8-13-26 - Letter to Hall County Commissers.pdf

You don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached letter pertaining to tonight's consideration of amending the UDC as well as extension of the current moratorium on data and detention centers.

Thank you,

Ari Ellerbe Mathe'
Attorney At Law
Child Welfare Law Specialist
[redacted] Phone
[redacted]

Confidentiality Notice This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

ARIANNE E. MATHE'

Attorney At Law
Juris Doctor, Child Welfare Law Specialist

August 13, 2026

Commission Chair David Gibbs
Commissioner Kathy Cooper
Commissioner Gregg Poole
Commissioner Billy Powell
Commissioner Jeff Stowe
Jennifer Rivera, Commission Clerk

Chairman Gibbs and Commissioners:

I am reaching out again in my capacity as a citizen of South Hall County, a homeowner in this community, a parent with children in our local schools, and as a child welfare law specialist whose legal career over the last fifteen years has focused on the well-being and protection of our community's children. I have previously submitted comments during the public comment period about your work to amend the Unified Development Code but wanted to provide this letter in advance of your voting meeting this evening as I am unable to attend in person. Specifically, I would like to address the issues of this Commission's regulation of detention centers and data centers.

First, I implore this body to extend the existing moratoriums on both data centers and detention centers, which are set to expire later this month. The concerns about both types of facilities remain present at this time and, quite honestly, are even greater now than they were when each of you voted for the moratoriums currently in place.

With regard to data centers, each and every community in which such a business is established reports negative impacts on water availability and quality as well as noise pollution impacting local people and animals. Our jurisdiction has long been filled with strong proponents of environmental conservation, especially with regard to our precious resource of water. Since I moved to Hall County in 2005 I have been aware of the intense focus this community places on our water supply with regard to both its quantity and quality as well as the negative impacts on our area when either are lacking. Permitting establishment of any data center in Hall County would jeopardize that precious resource and harm the people, wildlife and environmental beauty of our special county. To exchange those benefits for monetary gain would be shameful and short-sighted and any belief that the population of Hall County would be happy to have lower taxes as a trade off for healthy, available water underestimates both the intellect and the morality of our citizenry.

With regard to detention centers, my request that this body renew its current moratorium remains rooted in a desire to see our community stay safe from abuse and overreach by a federal agency that presently makes communities more dangerous in

terms of physical safety, environmental safety, emotional safety and constitutional safety. Our existing local law enforcement has sufficient facilities presently and means by which it can expand its existing resources if needed. Most unfortunately due to the City of Oakwood failing to stand behind the spirit of its resolution passed in March of this year, the city has not filed a lawsuit against DHS when it absolutely could have. As a result, we have not received definitive and specific confirmation that DHS will not move forward with a facility in Oakwood, so the prospect still exists. For this body to renew a long-term moratorium on such a facility within the county's jurisdiction would serve as a clear statement to those you represent that you will not stand idly by while outside agencies attempt to seize local resources like water and tax revenue or to act in ways we have seen all over the country to terrorize the local population through violence and conduct far outside the scope of their legal role.

With regard to amendments to the UDC, I will again reiterate the position I took in my previously submitted comments that this body should renew long-term moratoriums on both data centers and detention centers. However, either alongside or short of such action, this body should amend the UDC to include very strict language of regulation and restriction related to both of those types of developments and provide for the ongoing engagement of the public with regard to any further consideration of the establishment of either type of development in the future. This body should also consider implementing provisions in the UDC related to penalties, both criminal and civil, against any individual, business or agency involved in the establishment or attempted establishment of data or detention centers if their words or conduct is false, misleading or found to result in harmf to our environment or community.

Thank you for your attention to his matter. Should you wish to communicate directly, please feel free to contact me via phone at [redacted] or via email at [redacted].

Sincerely,

Arianne E. Mathe', Juris Doctor, Child Welfare Law Specialist

Print

Board of Commissioners Voting Meeting Comments - August 27, 2026 - Submission #148115

Date Submitted: 8/14/2026

Comments completed in the form below will be submitted into the record for the August 27, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Parker

Last Name*

Lyons

Address1*

5443 Stepstone Way

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

Other Business

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

Your Comments*

Voting in favor of polluting our community with another data center will be considered a direct violation of your constituent's best interests. You know that the overwhelming majority of us do not want this project to proceed. Do your job and represent us, the people you serve, not an out of state contractor that will line your pockets.

Please write your comments in the box above.

File Upload

Choose File No file chosen

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

Follow-up Communication

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

Public Comment - 8/24/26 WS

Danielle Sterner
6625 Holly Springs Rd.
District 3

Thank you Commissioners for your efforts this last couple of years to move against corruption and inconsistency. Thank you to John, Katie, Vamsee and team for the work they are doing to give county citizens a voice and to make themselves available. I know I have a limited view of what you all do, and want to show respect for your leadership toward re-establishing trust in the wake of corruption. The initiatives to have public meetings on the UDC updates and the forming of Stakeholder Committee show true effort in the direction of transparency.

Mr. Poole, you communicated on Aug 13 more than once that you'd like citizens to "turn the temperature down" on their concerns about data centers. My question is...Where are the voices in support of data centers? Are you suggesting we assume that non-local corporations are "the other side" we need to be open to? I want to be open to hearing from all angles on this issue, but I'm not sure where to go to hear from supporters on this, as I have yet to encounter one. I have asked Vamsee my initial questions, and he has been professional in his replies.

Great leaders understand that perceptions lead to trust or mis-trust. We as a county are just getting back to square one in building trust.

At the UDC mtg., I asked the staff whether it was possible to separate the data center issues from the understandable pressure to release the moratorium. They said you as a Board could do that. I have had practical challenges with the inconsistencies in the UDC, and am encouraged that our staff is going through it with a fine-tooth comb, and fixing it. I think we need to free them up to move forward on that.

However, I would like to ask that you separate the updates on data centers from the vote on the UDC and release of the moratorium. I believe this would give us as citizens more time to hear from all angles and to understand the upsides (if they exist). I am not confident that any of us- including you all- have had a chance to be educated enough on the benefits that would outweigh the seeming risks.

Vamsee may be the only one who can speak to this from a deeply knowledgeable place, and we have not enough opportunity for him to educate and defend the need for regulations. This is driving a perception that the county is in a hurry with this, and is cracking the door open by even creating guidelines in the UDC. Though I don't think it actually is the intent, at least I hope not, it drives a perception that it is being imposed on citizens against their will. I think that is what is making this "hot", and my understanding is that you as a Board have the authority to cool it down by giving citizens more time and voting on the other updates so that the staff can move forward.

Are you all open to this approach? And if not, could you tell me why?

Print

Board of Commissioners Voting Meeting Comments - August 27, 2026 - Submission #148711

Date Submitted: 8/26/2026

Comments completed in the form below will be submitted into the record for the August 27, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Holly

Last Name*

Williams

Address1*

5819 Grand Reunion Dr

Address2

City*

Hoschton

State*

GA

Zip*

30548

Item for Comment*

Other Business

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

Your Comments*

Dear Hall County Commissioners,
I respectfully ask you to reject the proposed zoning changes that would permit substantially increase the housing density under the new R-SF classification.
Allowing lots as small as 6,000 square feet could increase development from approximately four to seven homes per acre. On a 100-acre tract, that difference could mean roughly 300 additional homes. At an average of two vehicles per household, the change could add at least 600 vehicles to local roads—before accounting for school buses, delivery traffic, visitors, public health facilities, and service vehicles. That additional demand would affect traffic congestion, road safety, school capacity, emergency response, stormwater systems, sewer systems, and other public services. Before approving any request for higher density, the County should be provided with a clear, parcel-specific analysis showing all natural resources and that existing roads, schools, utilities, drainage systems, and emergency services can accommodate the projected growth without shifting substantial costs to current residents. It already appears that our home millage rates will be increased this year to accommodate increased demands for public funds to address many of the items listed.
The proposed lot sizes also raise legitimate concerns about neighborhood livability. Smaller lots generally provide less private outdoor space for children and families and can increase conflicts involving pets, parking, crime, traffic, and noise. Smaller yards & higher density negatively impacts not only viable outdoor activity space, but also the continued loss of abundant natural areas which decreases the health of our green spaces. A family-friendly community should not measure success solely by the number of homes that can fit on a tract. It should also consider whether residents will have safe, usable yards and whether neighborhoods will retain the space and character that make Hall County an attractive, safe & healthy place to live.
Environmental impacts deserve equally careful consideration. Greater impervious surface from additional homes, driveways, and roads can increase stormwater runoff, erosion, flooding, and pollutant loads entering rivers and streams. These impacts are especially concerning in areas containing wetlands, headwaters, and natural springs. Springs may be missed during limited site surveys, yet they can be essential to maintaining stream flow and water quality. The County should require thorough, independent environmental assessments before development approval, including seasonal field investigations, identification of springs and wetlands, and protective buffers that are based on hydrologic function rather than minimum setbacks alone. The impact on our sewer capacity should also be evaluated. It seems that this year alone, there have been several sewer overflows from the treatment facilities where rainwater & untreated sewage-contaminated water has been discharged back into our environment and lakes.
If higher density is considered, it should be tied to enforceable conditions: demonstrated road and school capacity, adequate water and sewer infrastructure, effective stormwater controls, preservation of natural areas, and meaningful public review. Density should not be increased first and infrastructure addressed later.
Please protect Hall County's residents, natural resources, and long-term fiscal health by rejecting these substantial density increases unless the County can demonstrate—through transparent, site-specific evidence—that the proposed changes will not overburden public services, diminish neighborhood livability, or harm waterways and springs. Responsible growth should be planned around the capacity of our infrastructure and the protection of our community, not simply around maximizing the number of homes on each acre. Please reject this proposal.

Please write your comments in the box above.

File Upload

Choose File No file chosen
If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

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

Print

Board of Commissioners Voting Meeting Comments - August 27, 2026 - Submission #148711

Date Submitted: 8/26/2026

Comments completed in the form below will be submitted into the record for the August 27, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Holly

Last Name*

Williams

Address1*

5819 Grand Reunion Dr

Address2

City*

Hoschton

State*

GA

Zip*

30548

Item for Comment*

Other Business

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Your Comments*

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Please write your comments in the box above.

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Choose File No file chosen
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Follow-up Communication

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

Jennifer Rivera (Administration)

From: Katie G. Ahmed (Planning)
Sent: Thursday, August 27, 2026 8:04 PM
To: Jennifer Rivera (Administration)
Subject: Fw: 5-Star review of UDC revisions.
Attachments: Data Center Amendment v2.pdf

Jennifer,

Attached is the presentation from Gregg Rutledge for the record.

Thank you,
Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

From: Greg RUTLEDGE [redacted]
Sent: Monday, 17 August 2026 09:20:47
To: Vamsee Polamarasetty (Planning) <vpolamarasetty@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 5-Star review of UDC revisions.

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 Vamsee and Katie --

I finally had the time to review the proposed UDC docs. FIVE-STAR reviews from here. Outstanding work in a very short time. So three points follow:

The 27 August BOC voting meeting

I would like to speak in *favor* of the PD, Data Center (and Reversion) codes **IF** public comment is a part of this meeting.

Data Center

The Data Center one gets a high grade, yet being me, I'm suggesting an addendum to address AI/machine-learning data center specifics. NO changes in the main body, just a suggested addendum. I have attached my draft addendum document.

PD

The PD text is, in my opinion, just about perfect.

I discussed the proposed PD UDC text with some members of our core group here in the Yellow Creek neighborhood, and they were similarly pleased. Below is some of their feedback:

> *We're very pleased with the inclusion of 6.1.6.C.1.L, because it explicitly authorizes the planning team to require a specialized study when a site's conditions warrant it. Thank you for adding that.*
>
> *Specifically, we see that authority as critical for any major development at 6166 Yellow Creek, because the 253-acre tract contains the last unimpaired headwaters of Yellow Creek, which directly border and flow into Corps-managed, designated wetlands. These conditions cannot be evaluated through general watershed studies. Under 6.1.6.C.1.L, the County can require an <u>individual</u> (site-specific, parcel-specific) EPA/EPD environmental study before any PD approval or land-disturbing activity — and this language effectively prevents the developer from bare-earthing ("red clay moonscape") or clear-cutting and mulching the acreage absent a full, site-specific environmental review and approved plan.*
>
> *Given how important this authority is for environmentally sensitive sites, we recommend the County consider adding a parallel 'umbrella' clause to the UDC so that specialized studies can be required for any development type, not just PD applications. The same environmental risks exist regardless of zoning pathway and extending this authority County-wide would ensure consistent protection of headwaters, wetlands, and other critical resources. The PD specialized study language is excellent; expanding that authority across the UDC would make the UDC even stronger, and better empowered to enforce the intent of the Comprehensive Plan.*
>
> *The extensive use of "shall" throughout and explicitly placing the burden of proof on the applicant add tremendously to the strength of the code.*

I'll close with a personal note: Vamsee and Katie, this is excellent work — truly. It's disciplined, structurally sound, enforceable, and exactly the kind of thoughtful work I've come to expect from you and your team; I'm very pleased with the result.

Very respectfully,

Greg Rutledge
[redacted]
7724 Barkers Bend Dr.
Murrayville, GA 30564

Suggested AI/Machine-Learning Data Center Amendment(s)

Section X: Functional Classification of Data Centers

Purpose: This section establishes workload-based classifications to ensure that regulatory requirements correspond to the actual operational characteristics of data centers of various and specific kinds. Size alone does not adequately characterize environmental impact, lifecycle risk, or infrastructure rigidity.

Amendment: Please consider adding the following definitions:

1. **Training Data Center** An AI/ Machine-Learning Training Data Center is a facility primarily engaged in large-scale machine learning model training. These facilities typically exhibit power densities exceeding 300 W/ft^2, rely on liquid cooling or equivalent high-capacity thermal management, use specialized GPU-fabric networking, and operate within narrow thermal and electrical envelopes. They are also the primary source of real quality of life issues caused by audible and sub-tonal noise, heat and vibration. [REM: these training centers are the type of data center that should largely be prohibited in Hall County, for cause.]
2. **Inference Data Center** An Inference Data Center is a facility primarily engaged in model inference, general compute, or distributed processing. These facilities exhibit moderate power density, rely on air-cooling or low-intensity liquid cooling, use conventional networking architectures, and operate within stable thermal and electrical envelopes. [REM: regulate, approve and oversee/inspect these in Hall County.]
3. **General Compute Facility** A General Compute Facility is a facility engaged in conventional compute workloads without specialized training or inference hardware. [REM: These are all the other categories mentioned in the draft, the ones unrelated to AI or "machine learning."]
4. **Applicability** Size-based categories (small, medium, large, campus) can remain in effect, yet should be augmented by the following material criteria:
    - workload classifications shall be applied in addition to size categories for purposes of siting, mechanical yard design, noise and vibration standards, abandonment risk assessment, and decommissioning plans.
    - [REM: this protects the County and the residents from approving a buildout that ends up 'being a problem' unrelated to its size, and those issues could have been avoided by inspecting these added criteria in any application.]

Section X-A: Workload Declaration Requirement

Purpose: This section ensures that the County receives accurate information regarding the operational workload of proposed AI/machine-learning data centers, which is necessary for appropriate land-use review and enforcement.

Amendment:

1. **Workload Declaration** Each data center applicant shall declare whether the proposed facility is intended to operate as a Training Data Center, an Inference Data Center, or a General Compute Facility.
2. **Basis for Determination** The declaration shall be supported by anticipated power density, cooling system type, network and building architecture, and hardware class to be deployed.
3. **Intent to Change Workload Type or Composition** If the facility owner or operator intends to change the existing approved and primary workload at any time after approval, the county shall be provided a written letter of intent no less than 60 days prior to the proposed change. The letter shall specify the anticipated new workload classification, the expected power and cooling envelope, the network architecture, and the hardware class to be deployed. Any change in workload classification shall require review and approval by the Hall County Planning Department and a majority vote of the Hall County Board of Commissioners.

Section X-B: Optional Prohibition of AI Training Centers

Purpose: This section provides a mechanism for jurisdictions that choose to limit high-risk, high-density AI training facilities due to their demonstrated and projected elevated abandonment risk and specialized infrastructure requirements.

Amendment (optional):

1. **AI/Machine-Learning Training Facility Restriction** AI/Machine-Learning Training Data Centers shall not be approved within Hall County unless explicitly authorized by future ordinance.
2. **Applicability** This restriction does not apply to AI/Machine-Learning Inference Data Centers or General Compute Facilities.
3. **Intent** This provision is intended to limit AI/Machine-Learning facilities specifically, and any other categories that present elevated abandonment risk, rely on extreme power density, and require specialized cooling systems that create rigid physical layouts and reduce long-term adaptability. Furthermore, AI/Machine-Learning Training-class centers often incorporate reinforced slabs, embedded trenching,

fixed anchor points, coolant lines, and conduit paths engineered for narrow GPU-pod geometry. [REM: These elements create physical constraints that are difficult and costly to reconfigure for lighter or different workloads. When silicon architectures shift, such facilities are more susceptible to becoming stranded assets. Translation—the facility is abandoned/decommissioned because this path has the lowest cost. Requiring applicants to declare training versus inference at application time—or prohibiting training centers entirely—supports long-term land-use stability and reduces the likelihood of abandonment.]

Section Y: Technology-Driven Abandonment Risk Mitigation

Purpose: This section ensures that applicants identify and plan for the lifecycle risks associated with rapid changes in training-class silicon, cooling requirements, and interconnect standards.

Amendment:

1. **Lifecycle Risk Assessment** Applicants shall submit a lifecycle risk assessment that identifies the expected hardware refresh cycle, the cooling and electrical envelope required for the current generation of training hardware, the degree to which the facility's physical infrastructure is adaptable to lower-density or different-geometry compute loads, and the conditions under which the facility may become non-viable due to step-change silicon. [REM: a real-world example of this is SoC (systems on a chip) that will soon move from bespoke to mainstream and represent a disruptive technology vis-à-vis the current technology architectures.]
2. **Adaptability Plan** Applicants shall provide a plan describing how the facility can be repurposed for inference or general compute workloads if training-class hardware becomes obsolete. [REM: require applicants to be specific, not broad-brush to protect the County and its residents]
3. **Trigger Conditions** The county may require an updated assessment if the facility's primary workload changes, (see the letter of intent piece herein) if the operator transitions from training to inference, or if the operator ceases training operations for more than 180 days.

Section Z: Noise, Vibration, and Sub-Tonal Emissions

Purpose: This section supplements standard noise limits with testing protocols that capture low-frequency and vibration characteristics associated with high-density cooling and mechanical systems used in training-class facilities.

Amendment:

1. **Low-Frequency Noise Measurement** Facilities shall conduct low-frequency noise testing from 10 Hz to 200 Hz using industry-standard instrumentation. Results shall be included in the initial permit application and updated upon major equipment replacement. [REM: one of the real complaints about data centers is 'a low hum you feel more than hear, and it never stops' or 'a vibration you can feel but not hear.' This is low frequency sound and vibration (see below) that can propagate in the ground a LONG way from a large facility]

    - **Vibration Testing** Facilities shall conduct ground-coupled vibration testing at property boundaries and at the nearest occupied structures. Testing shall measure RMS vibration levels, peak particle velocity, and harmonic signatures associated with pumps, chillers, and generator farms. [REM: this supports and specifies how to regulate and test the criteria]

    - **Sub-Tonal Emissions** Facilities shall measure sub-tonal emissions generated by mechanical systems operating under load. Testing shall identify any resonance effects that may propagate beyond the property boundary.

2. **Mitigation Requirements** If testing identifies emissions exceeding thresholds established by the county, the operator shall implement mitigation measures such as mechanical isolation, vibration dampening, equipment balancing, or operational scheduling.

Section Z-A: Structural Constraints and Reconfiguration Limitations

Purpose: This section clarifies the physical constraints that limit the adaptability of training-class facilities and explains why these constraints increase abandonment risk.

Supplemental Statement: Training-class facilities often include reinforced slabs, specialized trenching, embedded conduits, coolant lines, and fixed anchor points engineered for GPU-pod geometry. These elements create rigid physical layouts that prevent flexible reconfiguration. When workloads shift, such facilities are more expensive to retrofit than to abandon. This condition should be considered in siting, approval, and lifecycle planning for Training Data Centers. [REM: The 'easy button' is "just say no" to training centers, not inference centers.]

Jennifer Rivera (Administration)

From:	Alex Fernandez <afernandez@polymericexteriors.org>
Sent:	Tuesday, September 1, 2026 11:56 AM
To:	Jennifer Rivera (Administration); David Gibbs (County Commission)
Cc:	Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission)
Subject:	re RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 8-SITE DEVELOPMENT
Attachments:	Hall County PEPA Ltr.pdf; Resolution_Article_8.pdf

Some people who received this message don't often get email from afernandez@polymericexteriors.org. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Madam Clerk, Chairman Gibbs, and Members of the Board of Commissioners,

On behalf of the Polymeric Exterior Products Association (PEPA)—the leading national trade association representing manufacturers, suppliers, and installers of vinyl siding, polymeric fencing, and synthetic cladding and roofing products—I am writing to express our strong opposition to the proposed architectural and site development provisions in Article 8 of the Hall County Unified Development Code (UDC).

Prominent urban planners and architects—including Andrés Duany, Steve Mouzon, Pel-Ona, and leaders within the Congress for the New Urbanism (CNU)—actively endorse and utilize polymeric products in traditional and high-end neighborhood design. PEPA's published design resources, *Architectural Design for Traditional Neighborhoods* and *Architectural Polymers: Best Practices for Architectural Specification*, detail how modern polymers easily fulfill these rigorous, historically sensitive architectural standards.

It is our understanding that there is a hearing set for September 10 where this topic will be considered. We would welcome the opportunity to discuss this further with the full commission either via separate meeting or via testimony at this hearing. If there is a formal process to testify please point us in the right direction or alternatively accept this email as our formal request. Thank you in advance for any consideration you can extend to our request.

Best,

Alex Fernandez
Vice President, Government Affairs & Advocacy
786 367 5655
Afernandez@polymericexteriors.org
polymericexteriors.org

POLYMERIC EXTERIOR PRODUCTS ASSOCIATION (PEPA)

Advocating for Choice, Durability, and Affordability in Building Solutions

703-244-2930 | info@polymericexteriors.org | www.polymericexteriors.org

Hall County Board of Commissioners
Hall County Government Center
2875 Browns Bridge Road
Gainesville, GA 30504

RE: Opposition to Proposed Vinyl Siding Prohibition in Article 8 (Architectural Standards) of the Unified Development Code

Dear Chairman Gibbs and Members of the Board of Commissioners,

On behalf of the Polymeric Exterior Products Association (PEPA)—the leading national trade association representing manufacturers, suppliers, and installers of vinyl siding, polymeric fencing, and synthetic cladding and roofing products—I am writing to express our strong opposition to the proposed architectural and site development provisions in Article 8 of the Hall County Unified Development Code (UDC).

Specifically, Sections 8.7.2.A.2 and 8.7.3.B.5.a establish blanket prohibitions against vinyl siding; Section 8.2.2 restricts durable vinyl and polymeric fencing options; and Section 8.7.3.C excludes modern polymeric roofing systems (such as synthetic slate and composite shake) from the list of permitted roofing materials.

Prominent urban planners and architects—including Andrés Duany, Steve Mouzon, Pel-Ona, and leaders within the Congress for the New Urbanism (CNU)—actively endorse and utilize polymeric products in traditional and high-end neighborhood design. PEPA's published design resources, *Architectural Design for Traditional Neighborhoods* and *Architectural Polymers: Best Practices for Architectural Specification*, detail how modern polymers easily fulfill these rigorous, historically sensitive architectural standards

While PEPA fully supports Hall County's commitment to high-quality development, community aesthetics, and long-term economic growth, enacting blanket prohibitions on proven polymeric building materials will ultimately harm local homeowners, exacerbate housing affordability challenges, and restrict fair market competition without delivering measurable structural or safety benefits.

We urge the Board of Commissioners to reconsider these provisions based on the following key points:

1. Worsening Local Housing & Property Development Affordability

Housing cost burdens and commercial development expenses are primary concerns across Georgia. Polymeric products—including vinyl siding, vinyl fencing, and synthetic roofing—offer significantly lower installed and lifecycle costs compared to traditional masonry, stucco, heavy slate, or timber alternatives.

- **Higher Construction Costs:** Mandating expensive traditional materials increases initial construction costs, which are directly passed on to homebuyers, renters, and commercial tenants.
- **Impact on First-Time Buyers & Small Businesses:** Eliminating affordable cladding, fencing, and roofing options places property ownership out of reach for first-time buyers, local essential workers, and expanding small businesses in Hall County.

2. High Long-Term Value, Fire Safety, and Low Maintenance

Polymeric building products are engineered to provide exceptional performance and long-term durability under Georgia's variable climate conditions:

- **Low Maintenance & Zero Painting:** Vinyl siding, vinyl fencing, and polymeric roof tiles never require painting, staining, sealing, or chemical treatments, saving property owners thousands of dollars over their lifecycle.
- **Superior Weather & Pest Resistance:** Polymeric exteriors resist moisture, rot, termites, and fungal decay. Vinyl fencing and polymeric roofing won't splinter, warp, or crack under high humidity or extreme UV exposure.
- **Impact & Fire Performance:** Advanced polymeric roofing products routinely achieve **Class 4 Impact Ratings** (highest hail resistance) and **Class A Fire Ratings**, outperforming traditional wood shakes which pose severe wildfire and fire-spread hazards.
- **Long Warranties:** Most modern polymeric products come backed by 30-year to lifetime limited warranties, protecting consumers' long-term financial investments.

3. High Performance of Polymeric Roofing and Fencing Systems

The current UDC draft excludes polymeric roofing materials (Sec. 8.7.3.C) and restricts vinyl fencing (Sec. 8.2.2), relying on outdated assumptions about synthetic materials:

- **Polymeric/Synthetic Roofing:** Composite slate and synthetic wood shake engineered from polymers match the authentic aesthetic of natural quarry slate and cedar shakes while eliminating structural weight burdens (requiring no roof deck reinforcement), water absorption, and freeze-thaw cracking.
- **Vinyl & Polymeric Fencing:** Modern vinyl perimeter fencing provides clean, attractive perimeter security and privacy screening for residential neighborhoods, commercial boundaries, and multi-family amenities without rotting or sagging like untreated wood.

4. Superior Environmental Profile and Lifecycle Performance

Independent Life Cycle Assessments (LCAs) demonstrate that polymeric exterior products are among the most environmentally sustainable building materials available:

- **Lower Carbon Footprint:** Manufacturing vinyl siding, polymer fencing, and synthetic roofing consumes significantly less energy and water and releases fewer greenhouse gas emissions compared to brick, fiber cement, or quarried stone.
- **Recyclability & Resource Efficiency:** Polymeric products are lightweight (reducing transportation emissions) and recyclable. The industry actively promotes circularity through initiatives like the *Revinylize Recycling Collaborative*, diverting jobsite scrap back into productive manufacturing supply chains.

5. The Flaw of Material Bans vs. Performance-Based Standards

Modern model building codes (such as the International Residential Code and International Building Code) are designed around **performance-based standards**—evaluating building materials on structural integrity, wind load capability, impact resistance, and fire safety rather than visual preference.

- **Arbitrary Exclusion:** Prohibiting products that fully comply with national building, fire, and wind codes sets a troubling precedent of local government picking commercial "winners and losers" in the free market.

- **Architectural Versatility:** Modern polymeric siding, fencing, and roofing encompass a wide array of architectural profiles, rich color palettes, and natural textures that match or exceed the visual appeal of traditional materials.

Recommended Action

Rather than enforcing outright material bans, PEPA respectfully requests that the Hall County Board of Commissioners **remove the prohibitions and exclusions of polymeric materials** from Sections 8.2.2, 8.7.2, and 8.7.3 of the UDC.

Specifically, we recommend:

1. **Vinyl Siding:** Remove the prohibition and permit certified vinyl siding products (e.g., VSI-certified products) installed according to IRC/IBC guidelines.
2. **Vinyl Fencing:** Explicitly include vinyl and polymeric fencing as approved materials for residential, multi-family, and commercial perimeter fencing and buffer screening.
3. **Polymeric Roofing:** Add synthetic/composite polymeric roofing tiles (slate and shake profiles) to Section 8.7.3.C as approved pitched roof materials.

PEPA technical experts are available to provide additional technical data, fire testing reports, building code documentation, or comparative lifecycle studies to assist the Board and Department of Planning and Zoning staff.

Thank you for your leadership, time, and consideration of this important matter.

Sincerely,

Alex Fernandez

Alex Fernandez
Vice President
Polymeric Exterior Products Association (PEPA)
afernandez@polymericexteriors.org | 786-3675655

Cc: Hall County Department of Planning and Zoning Hall County Department of Public Works

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO AMEND THE HALL COUNTY UNIFIED DEVELOPMENT CODE WITH REGARD TO ARTICLE 8-SITE DEVELOPMENT

WHEREAS, on November 14, 2024, the Hall County Board of Commissioners adopted the Hall County Unified Development Code ("UDC") to govern zoning, subdivision, stormwater management, and related land development regulations within the unincorporated areas of Hall County; and

WHEREAS, Article 8 of the UDC establishes the site development standards applicable to development within Hall County, including regulations governing parking and loading, fencing and buffers, tree protection, sidewalks, open space, signs, architectural standards, amenities, outdoor lighting, cluster mailbox units, access, and related site design requirements; and

WHEREAS, the Hall County Department of Planning and Zoning has reviewed Article 8 and recommended revisions to improve, clarify, and update the County's site development regulations; and

WHEREAS, during the development of the proposed amendments, Hall County received input from citizens and County staff regarding revisions to Article 8; and

WHEREAS, the proposed amendments revise the site development standards contained in Article 8, including provisions governing parking and loading, landscape and buffering requirements, tree protection, sidewalks, open space, signs, architectural standards, amenities, outdoor lighting, access, and related development standards, as set forth in Exhibit "A" attached hereto; and

WHEREAS, following the public hearings required by law, the Board of Commissioners finds that the proposed amendments are in the best interests of the citizens of Hall County and promote the public health, safety, and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Hall County Unified Development Code is amended as follows:

1.

Article 8 of the Hall County Unified Development Code is hereby amended by deleting the existing provisions of Article 8 and substituting in lieu thereof the provisions attached hereto as **Exhibit "A,"** which are incorporated herein by reference.

2.

Except as expressly amended herein, all remaining provisions of the Hall County Unified Development Code shall remain in full force and effect.

3.

This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this the 27th day of August, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Article 8. Site Development

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FOR ADOPTION

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FOR ADOPTION

Sec. 8.1. Parking and Loading

8.1.1. General

In order to facilitate the movement of emergency vehicles, to lessen congestion in the streets, and to prevent obstructing traffic and blocking streets, alleys and entrances to buildings, the following standards for off-street parking and loading are established.

8.1.2. Off-Street Parking Requirements

A. **Required Parking**

1. Off-street parking spaces must be provided on every lot on which any use is established.
2. Off-street parking spaces must be provided with vehicular access to a street or alley and must be equal in number to the minimum requirements as specified in Table 8.1.1.
3. Each fraction occurring in the total spaces required will be construed to mean one additional space.
4. In the case of any use which is not specifically mentioned, the Director may make the determination on required off-street parking based on the most similar use.
5. Spaces equipped with an electric vehicle (EV) charging station may be used to reduce the minimum requirements at a ratio of 1.5 standard parking spaces for every 1 EV charging station for a maximum of 10 EV equipped parking spaces.

Table 8.1.1 Required Parking

	Minimum Vehicle Parking Required
Residential Uses	
All household living, except as listed below	2 spaces per dwelling unit
Townhouse	2 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
Multi-family	2 spaces per dwelling unit plus 1 guest space for every 15 dwelling units
Cottage court	1.5 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
All group living	1 space for every 3 dwellings
Public/Institutional Uses	
All club or lodge	1 space per 200 sq. ft.
All college, public or private	1 space per 500 sq. ft.
All museum, library	1 space per 200 sq. ft.
All parks and open space, except as listed below	None
Marina	5 spaces for each boat ramp, plus 1 space for every 3 boat slips available for rent or lease

FOR ADOPTION

All places of worship or community center	1 space for every 3 seats in the largest assembly space; or 1 per every 100 sq. ft. (if no fixed seating is provided)
All public buildings and uses as listed below	
Government facility, except school	1 space per 500 sq. ft.
Government facility, school	2 per classroom plus 1 space per student in grades 10-12
School, private	2 per classroom 5 per classroom for high schools plus 1 per 4 seats (if fixed seating is provided); or 1 per 100 sq. ft. (if no fixed seating is provided) for places of assembly
Commercial Uses	
All adult businesses	1 space per 100 sq. ft.
All animal care	1 space per 300 sq. ft. of indoor area accessible to patrons
All day care, except as listed below	1 space for each 10 children plus 1 space for each employee; an additional 1 space per vehicle operated by the facility
Adult day care	1 space per employee plus 1 space per vehicle operated by the facility
All eating and drinking establishments	1 space per 100 sq. ft. of indoor floor area
All event facilities	1 space per every 4 seats; or 1 space per every 200 sq. ft. of floor area (if no fixed seating is provided)
All indoor recreation, except as listed below	5 spaces per 1,000 sq.ft.
Bowling alley	4.5 spaces per each alley
Movie Theater	1 space per every 4 seats
All lodging	1 space per guestroom
All medical, except as listed below	4.5 spaces per 1,000 sq.ft.
Hospital	1 space per every 2 beds
All office	3 spaces per 1,000 sq.ft.
All outdoor recreation, except as listed below	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor area
Campground, travel trailer park, recreational vehicle park	1 space per 300 sq. ft. of office space plus 1 per camp site
Drive-in theater	No minimum
Amusement park, large outdoor assembly, outdoor sports fields, stadium, arenas	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided); or 1 per 100 sq. ft. (if no fixed seating is provided)
All personal service, except as listed below	3 spaces per 1,000 sq.ft.
Funeral home	1 per 300 sq. ft. of viewing rooms and chapels
All retail	3 spaces per 1,000 sq.ft.; or 4 spaces for every 1,000 sq. ft. for retail centers greater than 15,000 square feet in size
All vehicular as listed below	
Car wash	None

FOR ADOPTION

Fuel sales	1 space per fuel pump
Service Station	3 spaces per each service bay plus 1 space per employee
Vehicular repair (major or minor)	2 spaces per 300 sq. ft.
Vehicular sales lot, including boat and recreational vehicles	1 space per 500 sq. ft.
Industrial Uses	
All craft manufacturing	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
All data center	1.5 spaces per 5,000 sq. ft.
All light industrial/manufacturing	1.5 spaces per 5,000 sq. ft.
All heavy industrial/manufacturing	1.5 spaces per 5,000 sq. ft.
All research and development	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
All self-service storage	1 space per every 300 sq. ft. of office plus 1 per every 20 storage units
All warehouse and distribution, including storage lot	1 per 300 sq. ft. of office plus 1 per 5,000 sq. ft. additional indoor area
All waste related services	1 per 300 sq. ft. of office plus 1 per 5,000 sq. ft. additional indoor area
All wholesale	1 per 300 sq. ft. of office plus 1 per 3,000 sq. ft. additional indoor area
Agricultural Uses	
All agriculture, except as listed below	None
Agri-entertainment	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided) or 1 per 250 sq. ft. (if no fixed seating is provided) for places of assembly
Equestrian center	1 per 300 sq. ft. of office space plus 1 per 4 seats (if fixed seating is provided) or 1 per 250 sq. ft. (if no fixed seating is provided) for places of assembly
Farm winery	1 space per 300 sq. ft. of indoor area accessible to patrons

FOR ADOPTION

8.1.3. Parking Lot Construction and Design Standards

The following standards apply to all off-street parking facilities.

A. **Design Standards**

1. All off-street parking facilities must be constructed of materials which will have a surface resistant to erosion, adequately drained to prevent damage to abutting properties or public streets, and maintained by the property owner.
2. Parking facilities must be arranged for convenient access and safety for pedestrians and vehicles.
3. Each parking space for nonresidential uses must be clearly defined and must be provided with adequate access to a public right-of-way.

4. Minimum dimensions for off-street parking spaces and drive aisles are provided in Table 8.1.2.

    a. Parking provided beyond the minimum required in Table 8.1.1. may include spaces designed for compact vehicles. Those spaces designed for compact vehicles must be clearly indicated on the site plan.

5. Driveways and curb cuts are to be constructed consistent with the standards found in Title 12 of the Hall County Code of Ordinances.

B. **Parking Lot Landscaping**

1. Frontage landscape strips must be provided between any parking lot designed or intended to accommodate five cars or more and any street frontage of the property on which the parking lot is located. Landscaping must be provided as follows unless the parking area is otherwise screened from the street by a building or other means. The depth of such strips must be 10 feet for commercial and industrial zoned property and 20 feet for residentially zoned property.

2. Such landscape strips may not contain any structures, parking areas, patios, stormwater detention facilities, or any other accessory uses except for:

    a. Retaining walls or earthen berms constructed as part of an overall landscape design.

    b. Pedestrian-oriented facilities such as sidewalks and bus stops.

    c. Underground utilities.

    d. Driveways required to access the property.

    e. Signs otherwise permitted by this UDC.

3. One tree must be provided within the frontage landscape strip for every 40 feet of length of street frontage, or portion thereof.

    a. Such trees must be of a type that is suitable to local growing conditions and that will normally reach at least 12 inches diameter breast height upon maturity.

    b. New trees must have a caliper of no less than two inches DBH and may be clustered for decorative effect following professional landscaping standards for spacing, location, and design.

4. All portions of a frontage landscape strip must be planted in trees, shrubs, or grass or ground cover, except for those areas that are mulched or covered by permitted structures.

5. Plant materials in the landscape strip must not extend into the street right-of-way unless specifically allowed by the Department of Public Works.

6. Where, for any reason, trees cannot be saved or planted within the required planting strips, the depth of the strip must be extended beyond the minimum indicated to such depth as necessary to accommodate the required landscaping.

7. Deciduous shade trees must be provided within any parking lot designed or intended to accommodate five cars or more, in accordance with the requirements of this section.

    a. One deciduous shade tree must be provided within the parking lot for every ten parking spaces or portion thereof. Each tree must be located

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within the parking lot in reasonable proximity to the spaces for which the tree was required.

8. A landscaping island must be located at the end of every parking bay between the parking space and an adjacent travel aisle or driveway. The island must be no less than 8 feet in width, equal to the depth of the parking bay, and planted with trees.

9. Interior landscaped areas such as islands, peninsulas, and medians must be installed at the rate of one per every 12 parking spaces. Landscaped areas must be at least 8 feet in width and equal to the depth of the parking bay.

    a. Each interior landscaped area must include at least one tree subject to approval by the county.

10. Tree planting areas within parking lots must provide at least 100 square feet of planting area per tree. No tree may be located less than two and one-half feet from the back of curb.

11. Landscaping islands and tree planting areas must be well drained and contain suitable soil and natural irrigation characteristics for the planting materials they contain.

12. To facilitate a more efficient and functional parking lot design, the Director may approve modifications to the above landscaping requirements, provided the total landscaping area is not reduced.

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Table 8.1.2. Dimensions for Parking Spaces and Drive Aisles

	Stall Width	Stall Depth	Drive Aisle Width
Two-way drive aisle 90°			
Regular	9 feet min.	17.5 feet min.	26 feet min.
Compact	8 feet min.	15 feet min.	
Two-way drive aisle 60°			
Regular	9 feet min.	18 feet min.	26 feet min.
Compact	8 feet min.	15.5 feet min.	
One-way drive aisle 75°			
Regular	9 feet min.	18.5 feet min.	22 feet min.
Compact	8 feet min.	16 feet min.	
One-way drive aisle 60°			
Regular	9 feet min.	18 feet min.	18 feet min.
Compact	8 feet min.	15.5 feet min.	
Two-way drive aisle 45°			
Regular	9 feet min.	16.5 feet min.	16.5 feet min.
Compact	8 feet min.	14.5 feet min.	

8.1.4. Additional Vehicle Parking Provisions

A. **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 **Error! Reference source not found.**. Off-site parking spaces must be associated with the permitted use and may not thereafter be reduced or encroached upon in any manner.

B. **Shared Parking**

1. The required parking space for any number of separate uses may be combined in one lot, but the required space assigned to one use may not be assigned to another use at the same time, except that one-half of each parking space required for churches, theaters, or assembly halls may be assigned to a use with off-setting hours of operation.
2. Up to 50 percent of the required off-street parking for places of public assembly may be met by utilizing parking facilities which normally serve businesses with off-setting hours of operation if the parking facilities are within 300 feet of the place of public assembly.

C. **Prohibitions**

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Notwithstanding any other provisions of this UDC, the following prohibitions apply to all off-street parking areas.

1. Except for single-family residential uses, all off-street parking areas that make it necessary for vehicles to back out directly into a public road, street or highway are prohibited.
2. No required off-street parking space may be used for the sale, repair, dismantling or servicing of any vehicles, equipment, materials or supplies.

8.1.5. Off-Street Loading Requirements

A. Every building or structure used for business, trade or industry must provide space as indicated in Table 8.1.3. for the loading and unloading of vehicles. Off-street loading spaces must have access to a public alley or public street.

B. The off-street loading spaces must be provided on the same lot as the structure they are intended to serve, and in no case may any off-street loading space be part of the area used to satisfy the off-street parking requirements of this section. Each space provided must have at least 14-feet of overhead clearance.

C. All off-street loading areas visible from a public right of way must be screened with a landscape buffer at least 10 feet in width in accordance with Sec. 8.2.4.

Table 8.1.3 Required Loading Spaces

Use	Unit of Measure	Required Loading Spaces
Commercial/Retail	20,000 sq. ft. of floor area	1 per unit, min. 15' X 25'
Industrial	20,000 sq. ft. of floor area	1 per unit, min. 15' X 50'
Schools, public	N/A	2 spaces total, min. 15' X 25'
Bus and truck terminals	N/A	Sufficient space to accommodate the maximum number of buses or trucks to be stored or to be loading or unloading at the terminal at any one time.

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Sec. 8.2. Fencing and Buffers

8.2.1. General

Buffers are required between incompatible land uses and zoning districts, around particular visually objectionable structures, and between certain land uses located along certain streets in order to provide separation and privacy and to reduce the impact of noise, debris, and undesirable lighting to adjacent properties.

8.2.2. Fences and Walls

Fences and walls are permitted in all districts. When erected in compliance with the standards of this section fences and walls do not require a building permit.

A. **Fence and Wall Standards**

1. Fences may be no more than 7 feet in height in side and rear yards for all uses, unless otherwise permitted by this UDC.
2. Fences in yards adjacent to a street may be no more than 6 feet in height.
3. Walls may be no more than 4 feet in height for all uses, unless otherwise permitted by this UDC.
4. Design standards.
   a. Residential: Fences and walls in residential districts must be constructed of wood, brick, stone, decorative metal or aluminum, and split rail. Barbed wire may only be used for permitted agricultural purposes.
   b. Nonresidential: Fences and walls in nonresidential districts must be ornamental or decorative and must be constructed of wood, brick, stone, metal, or split rail. The use of chain link fencing, barbed wire, and metal mesh is not permitted.
   c. In all districts the use of discarded or scrap materials such as tires, scrap metal, scrap fabric, plastics, or fiberglass is prohibited.
5. No fence or wall may be erected in the county right of way.
6. See Sec. 8.2.4.F. for additional standards for fences and walls adjacent to street intersections.

8.2.3. Required Buffer Areas

Except as noted in Sec. 8.2.4.B.4., a vegetated buffer area with a minimum width as specified in Table 8.2.1. must be planted parallel with the lot line when a non-residential use or district abuts property zoned AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, and R-MF.

All major subdivisions and mixed-use developments shall provide a buffer at least 50 feet in width which must be established along the perimeter of all property boundaries to ensure that the developments are appropriately screened. Buffers must meet the standards of Sec. 8.2.4. When a commercial use abuts a frontage, a 20-foot landscape strip may be proposed on the frontage side in place of the required 50-foot buffer.

Within mixed-use developments, where residential and industrial uses are located within the same development, a minimum 50-foot buffer shall be provided between such uses.

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Table 8.2.1. Buffer Requirements

Use	Required Buffer from Residential Use or District
Office or Commercial, no outdoor activity	10 feet min.
Office or Commercial, outdoor activity*	20 feet min.
Industrial, no outdoor activity	30 feet min.
Industrial, outdoor activity*	50 feet min.
Mixed-Use developments where residential abuts industrial	50 feet min.

Table notes:
*Outdoor activity does not include required parking or loading areas.

8.2.4. Buffer Types and Standards

A. **General**

1. Buffers must be undisturbed and may contain no structures except for walls, fences, or structures otherwise allowed in the buffer by this UDC.
2. Buffers may be made up of existing vegetation or planted vegetation or a combination of the two.
3. Buffers must be located wholly on the subject property.
4. The owner of the property on which the buffer is located is responsible for the maintenance, repair, and replacement of the required buffer.
5. The vegetation must be located or planted far enough from the property lines to prevent encroachment into adjacent properties.
6. The required buffer must be installed prior to occupancy or commencement of use. Where compliance with the preceding is not possible because of the season of the year, the Building Official may grant a temporary occupancy permit until the season changes.

B. **Buffer Material**

1. The buffer strip must be planted as specified in Table 8.2.1. and must consist of evergreen trees or shrubs at least 5 feet in height at the time of planting, spaced to provide a continuous screen when mature.
   a. Where buffer widths greater than 10 feet are required, the remaining buffer adjacent to the residential district use may be left in a natural forested state, if such condition exists, or planted with a mix of deciduous and evergreen trees.
   b. Where existing vegetative material in good condition meeting the minimum height remains in the buffer area after clearing and construction, it may be utilized and credited toward meeting the screening requirement. The county must approve the materials and planting plan for the buffer prior to the buffer being established.
2. Spacing of plants should be the minimum required for mature plants, and staggered rows of plantings may be used if necessary to attain the required initial screening. Screening plants must be nursery-grown and of such size, species, and condition as to ensure the maximum initial screening commensurate with a high rate of survival and a high growth rate. Other trees planted to re-establish a forested area must be a minimum caliper of at

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least three inches at the time of planting.

3. Earthen berms may be incorporated in the buffer design upon approval by the Director after a determination that the berms will not cause drainage or erosion problems to the subject site or adjacent properties.

4. A structural buffer such as a solid fence or wall may be substituted, upon approval from the Director, for part or all of the vegetated buffer as follows:

   a. A brick or stone wall at least 6 feet in height may be erected adjacent to the property line in lieu of the buffer requirements.

   b. A solid wooden fence at least 6 feet in height may be erected adjacent to the property line. The fence must have a natural finish and the finished side of the fence must face the adjacent property. If stained or varnished, the resulting finish must be natural in appearance.

5. For nonresidential uses with outdoor storage, the construction of both a vegetative and structural buffer must be provided upon determination by the Director that the buffer requirement will otherwise be insufficient to achieve the desired level of screening.

C. **Buffer Height**

The screening vegetation must attain a minimum height of 10 feet within five years of establishment of the buffer. Where the required interim growth has not been attained, the property owner is responsible for replacing the vegetation with new vegetation that will meet the buffer requirement within the remaining portion of the original five-year period.

D. **Buffer Width**

The buffer width must be as indicated in Table 8.2.1. unless a structural buffer has been approved in accordance with Sec. 8.2.4.B.4.

E. **Maintenance of Buffer**

All buffers required by this section must be maintained in a healthy condition and pruned to provide a solid screen with maximum opacity from the ground to a height of at least ten feet. Should vegetation die or be removed such that the buffer no longer functions as required, that vegetation must be replaced by the property owner. Fences or walls serving as a buffer must remain in a good state of repair to provide a solid screen.

F. **Vision Clearance at Intersections**

In all districts no plantings, fences, walls, signs or other obstruction to vision between the heights of 3 feet and 15 feet may be permitted within 25 feet of the intersection of the right of way lines of two streets, railroads or driveways, and a public road.

G. **Modification of Buffer Requirements**

1. The Board of Commissioners may modify or waive the buffer requirements on rezonings and uses subject to their approval upon determination that the buffer is not necessary or creates a hardship.

2. The Planning Commission may modify or waive the buffer requirements on uses subject to their approval upon determination that the buffer is not necessary or creates a hardship.

3. The Director may modify or waive the buffer requirements on plan approvals not subject to Planning Commission or

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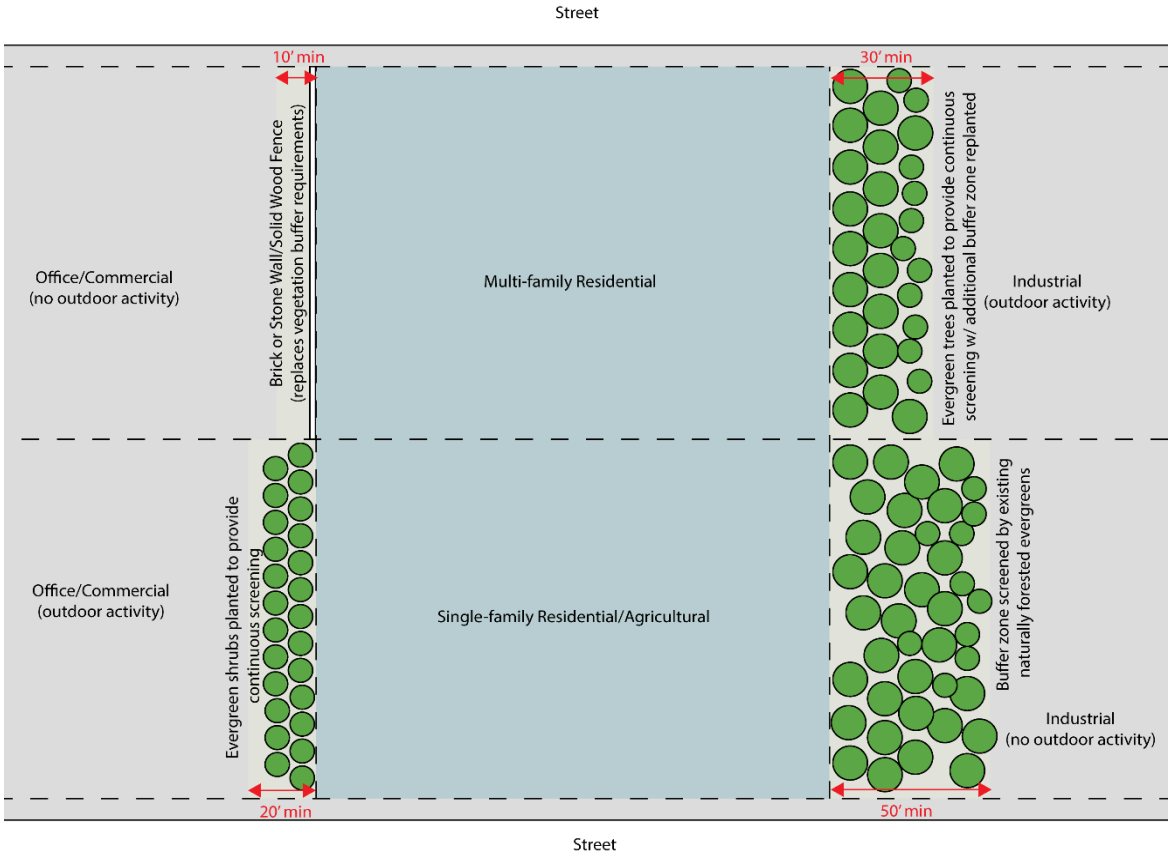
Board of Commissioners review, based on a specific finding that existing topography, vegetation, building orientation or other physical characteristics of the area will provide screening and buffering that meets the intent of this section.



Buffer Design Standards, Figure 8-1

H. **Additional Landscaping.**

In addition to the tree protection requirements of Sec. 8.3., the following standards apply for all major residential subdivisions and mixed-use developments with residential components:

1. At least two trees per residential lot/unit must be provided. Trees may be located in the front, side, or rear yard. Where individual lots are not proposed, tree location is subject to the Planning and Zoning Director or their designee.
2. These trees may not be counted towards the developments tree density unit requirement.
3. No new trees may be located within any utility easement, drainage easement, or septic drain field.
4. The developer is responsible for planting or preserving the individual lot trees prior to issuance of a certificate of occupancy.

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8.2.5. Frontage Landscape Strips

A. **Purpose**

1. The purpose of this Section is to provide a consistent landscaped edge along public streets, enhance the visual character of development, and buffer views of parking areas and other site features from the public right-of-way.

B. **Applicability**

1. A frontage landscape strip shall be provided along all street frontages for any development subject to site plan or subdivision approval.
2. A frontage landscape strip shall not be required where a minimum of fifty (50) feet in depth along the street frontage is an undisturbed buffer, as long as it meets the buffer standards and is approved by the Planning and Zoning Director or their designee.

C. **Minimum Width**

1. Frontage landscape strips shall have a minimum depth of:
   a. Ten (10) feet for commercially and industrially zoned property;
   b. Twenty (20) feet for residentially zoned property.

D. **Permitted and Prohibited Elements**

1. Frontage landscape strips shall not contain structures, parking areas, patios, stormwater detention facilities, or other accessory uses, except for the following:
   a. Retaining walls or earthen berms as part of an overall landscape design;
   b. Pedestrian facilities such as sidewalks, multi-use paths, and transit stops;
   c. Underground utilities;
   d. Driveways providing access to the property;
   e. Signs permitted by this Code.

E. **Planting Requirements**

1. A minimum of one (1) tree per forty (40) linear feet of street frontage, or portion thereof, shall be provided within the frontage landscape strip.
2. Trees shall:
   a. Be species suitable to local growing conditions;
   b. Reach a minimum of 12 inches diameter at breast height (DBH) at maturity;
   c. Have a minimum planting size of two (2) inch caliper and six (6) feet tall at the time of installation.
3. Trees may be grouped or clustered, provided overall spacing and distribution achieve a consistent landscaped appearance.
4. All areas within the frontage landscape strip shall be planted with trees, shrubs, grass, or groundcover, except for permitted elements.

F. **Installation and Design Standards**

1. Plant materials shall not extend into the public right-of-way.
2. Landscaping shall be designed and installed in accordance with generally accepted landscaping practices and any applicable County standards.

G. **Adjustments**

1. Where site constraints prevent the installation of required trees within the minimum frontage landscape strip, the width of the strip shall be increased as necessary to accommodate the required plantings.

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2. Alternative design solutions may be approved by the Planning and Zoning Director or their designee, provided the intent of this Section is met.

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Sec. 8.3. Tree Protection

8.3.1. General

Growth and development in Hall County has resulted in the reduction of the overall tree canopy. The county recognizes the valuable benefits that trees hold to the community, including:

A. Improved health of Hall County's citizens.

B. Improved air quality.

C. Improved water quality.

D. Improved soil quality.

E. Reduced noise and glare and better buffering or screening between uses.

F. Increased shade to improve the quality of life and mitigate the urban heat island effects.

G. Improved community aesthetics and increased property values.

The purpose of these regulations is to encourage the conservation of the existing tree canopy and to provide standards for the removal, protection, and replacement of trees within the county.

8.3.2. Definitions

The following words have the meanings indicated below as used in this Sec. 8.3.

Agricultural activities.

1. Good-faith commercial production from the land or on the land of agricultural products, including horticultural, floricultural, dairy, livestock, poultry, and apiary products, but not including forestry products (See also tree farming);

2. Clearing trees for the purpose of planting crops, providing pasture for livestock, or constructing buildings accessory to production of agricultural products.

Building tree line. The lines extending from the corners of a building nearest a street to the side lines of the lot (not including a street right-of-way), parallel to the right-of-way line or to the chord of that line.

Caliper. Tree trunk diameter measured at a point six inches above ground level.

Canopy tree. A species of tree that normally reaches a height at maturity in excess of 40 feet and in which the layers of leaves and branches of the tree are so arranged or formed to provide shade. Examples of canopy trees would include scarlet oak, northern red oak, shumard oak, water oak, white oak, yellow poplar, red maple, sugar maple, American elm, winged elm, Chinese elm, trident maple, pin oak, American beech, pecan, southern magnolia, sweetgum, and willow oak, or other species as approved by the Director.

Clear cut. The large-scale, indiscriminate removal of trees, shrubs, and undergrowth with the intention of preparing real property for non-agricultural development purposes.

Critical root zone. The land area circular in shape and centered on the trunk of a tree, the radius of which circle is determined by the farthest extent of the drip line from the trunk.

DBH (diameter-at-breast-height). Tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one half feet, each trunk must be measured as a separate tree.

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Development site. That portion of a tract of land that will be dedicated to a proposed development, including that land containing trees that will be counted toward satisfying the requirements of these provisions. Where a development site is smaller than the tract in its entirety, only those trees specified to be within the construction area may be counted toward meeting the 15 units per acre requirement.

Drip line. A perimeter formed by the points farthest away from the trunk of a tree where precipitation falling from the branches of that tree lands on the ground.

Significant tree. A tree in fair or better condition which has been determined to be of a high value by a trained arborist or other trained professional as approved by the Director because of its species, size, age, or other professional criteria. A tree is considered in fair or better condition if:

1. Its life expectancy is greater than 15 years;
2. It has a relatively sound and solid trunk with no extensive decay or hollow with less than 29 percent radial tip die-back; and
3. It has no major insect or pathological problems.

Hardwood trees such as oaks and hickories and softwood trees such as pines and cedars whose diameters are 18 inches DBH or more and small hardwoods such as dogwoods, redbuds or sourwoods whose diameters are eight inches DBH or more are considered significant trees due to size. A tree of lesser size than the preceding may be significant if it is a rare or unusual species or is of historical significance or is specifically used by design as a landscape focal point of the project.

Tree farming. Planting, cultivating, and harvesting of trees in a continuous cycle as a regular practice on a tract of land, not including the removal of trees for purposes of development or the removal of trees without replanting.

8.3.3. Applicability

A. The tree protection zone applies to the entirety of a tract of land for which no tree protection plan has been approved. After such approval, the tree protection zone must correspond to that part of a tract of land designated as a tree conservation area in the plan.

B. The tree protection zone does not apply to the following (but see the soil erosion and sedimentation control ordinance for provisions regarding retention of undisturbed natural vegetative buffers adjacent to Lake Lanier and other state waters):

1. Property already occupied by an owner-occupied single-family dwelling, unless nonresidential uses are proposed for such property. Any construction, paving, or other activity on the property that will damage trees on the public right-of-way is subject to the restrictions of Sec. 8.3.5.
2. Public utility companies and government agencies conducting operations on public and utility rights-of-way and easements or on-sites for electric power substations and similar facilities, which operations are for the purpose of assuring uninterrupted utility and governmental services and unobstructed passage on public streets.
3. Property in use for tree farming or other agricultural activities, provided the

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4. best management practices established by the Georgia Forestry Commission or the state Department of Agriculture are observed.
5. Family held property the subdivision of which is affected for the sole purpose of transferring a portion of such property to one (1) or more family members for use as the family member's primary residence.
6. Minor subdivisions as defined in **Error! Reference source not found.**.

8.3.4. Removal of Trees

A. **Permit.** On properties which are not exempted under Sec. 8.3.3.B., a permit is required to remove or cause the death of existing significant trees and any other trees ten inches DBH or larger located within the tree protection zone, or for grading or other work adjacent to a tree which would affect it adversely. An approved tree protection plan is required for issuance of a permit. Permit requirements are waived where the county determines that trees to be removed are dead, diseased or are infested to the extent that removal is necessary, or have been damaged by lightning, wind, ice, or other disasters to the extent that public safety is endangered.

B. **Retention.** The property owner must retain trees on the property equivalent to 15 units per acre of development site in accordance with these regulations and the approved plan, including, if necessary, replacing trees which die or are irreparably damaged.

8.3.5. Protection of Existing Trees

A. When a choice is available as to which existing trees to save, emphasis must be given to the preservation of significant trees, even isolated individual trees, over retention of other trees. Nonsignificant trees, however, should be saved in stands rather than as individual trees scattered over a site. Removal of significant trees and other trees ten inches DBH or larger may be permitted only in conjunction with an approved preliminary tree protection plan, an approved grading plan, and actual grading of building pads. Removal of trees to clear a lot without a development plan is not permitted.

B. On properties which are not exempted under Sec. 8.3.3.B. the following provisions apply, with the exception that encroachment on the critical root zone of a tree is permitted where necessary to the development, such as the construction of a driveway, provided that the tree may not be counted toward the required 15 units per acre of development site:

1. No person may:
   a. Cut, carve, or otherwise damage or remove any tree except in accordance with the provisions of this section;
   b. Attach any wire, nails, advertising posters, or other contrivance harmful to any tree;
   c. Allow any gaseous, liquid, or solid substance which is harmful to trees such as concrete washout, fuel, lubricants, herbicides, or paint, to come in contact with any tree; or
   d. Set a fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any tree.
2. During excavation, filling, construction, or demolition operations, each tree or stand of trees to remain on the property must be protected against damage to

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bark, roots, and low-hanging branches with a fence enclosing the critical root zone. Fencing must be either plastic construction area fencing, silt fencing, 12-gauge two-inch by four-inch wire mesh, double one-inch by four-inch rails on two-inch by four-inch posts, or high-visibility surveyors' tape on one-inch by two-inch posts. The height of the latter three fence types must be at least four feet.

3. All building materials, vehicles, construction equipment, dirt, debris, or other objects likely to cause soil compaction or above-ground damage must be kept outside the critical root zone. Where a limited amount of encroachment is unavoidable and is approved by the county, the critical root zone must first be mulched with a four-inch layer of processed pine bark or wood chips or a six-inch layer of pine straw.
4. There may be no raising or lowering of the ground level within the critical root zone. Stripping of topsoil in the critical root zone is not permitted. Where necessary, the use of moderate fill is permitted only with prior installation of an aeration system approved by the county. Deposition of sediment in the critical root zone must be prevented by placement of sediment barriers backed by two-inch by four-inch wire mesh in areas of steep slope.
5. No person may excavate any ditch or trench within the critical root zone. Where such encroachment is unavoidable and is approved by the county, ditches or trenches must be located in a manner to minimize root damage. If roots must be cut, root pruning procedures approved by the county must be employed.
6. No person shall pave with concrete, asphalt, or other impervious material within the critical root zone unless authorized by the county.

8.3.6. Tree Replacement

The following standards apply to the replacement of trees:

A. Spacing and the potential size of species chosen must be compatible with spatial limitations of the site.

B. The species must be ecologically compatible with the specifically intended growing site.

C. The trees must have the potential for size and quality comparable to those removed.

D. The trees must be compatible in extent of crown and root systems at maturity with nearby utilities.

E. Planting preference will be given to specimens of no more than three inches DBH.

F. Where trees must be added to achieve the required 15 units per acre of development site, pines may not comprise more than 30 percent of the required units. Where existing pines already comprise 30 percent or more of the required units, no additional pines may be credited toward the required units. At least 25 percent of the replacement tree units must be canopy trees.

G. Authority for questions of tree characteristics shall be publications of the USDA Forest Service, Georgia Forestry Commission, Cooperative Extension Service of the University of Georgia College of Agriculture, American Forest Foundation, The National Arbor Day

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Foundation or any other authority found acceptable by the county.

8.3.7. Tree Measurements

The diameter of a tree's trunk will be measured and a value assigned in units in accordance with tables 8.3.1., 8.3.2, and 8.3.3. The values assigned to trees of the same size will be different for existing and new trees, as indicated. One unit is not the same as one tree.

Table 8.3.1. Unit Values for Existing Trees

Inches*	Units	Inches*	Units
1-4	0.1	28	4.3
5-6	0.2	29	4.6
7	0.3	30	4.9
8	0.4	31	5.2
9	0.5	32	5.6
10	0.6	33	5.9
11	0.7	34	6.3
12	0.8	35	6.7
13	0.9	36	7.1
14	1.1	37	7.5
15	1.2	38	7.9
16	1.4	39	8.3
17	1.6	40	8.7
18	1.8	41	9.2
19	2.0	42	9.6
20	2.2	43	10.1
21	2.4	44	10.6
22	2.6	45	11.0
23	2.9	46	11.5
24	3.1	47	12.0
25	3.4	48	12.6
26	3.7	49	13.1
27	4.0	50+	13.6

*Measured at DBH

Table 8.3.2. Unit Values for Replacement Trees

Caliper	Units
1	0.4
2	0.5
3	0.6
4	0.7
5	0.8
6+	1.0

Table 8.3.3. Unit Values for Large Species Trees

Caliper	Units
1	0.5
2	0.6
3	0.7
4	0.9
5+	1.1

8.3.8. Tree Protection Plan

A proposal for development or improvement of any tract of land must include a tree protection plan. The tree protection plan may be included on the soil erosion plan. Such plan must be submitted to the county prior to any grading, bulldozing, or other removal of existing vegetation. A preliminary plan may be submitted in certain circumstances as provided in Sec. 8.3.8.B.

A. The full tree protection plan must show the following:

1. The extent of the development site.
2. All significant trees to be removed and all other trees ten inches DBH or larger to be removed.
3. All significant trees and all other trees ten inches DBH or larger which will remain on the development site and be

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protected during construction, including trees less than ten inches DBH which are submitted for credit as part of the required 15 units per acre of development site.

4. In heavily wooded areas that will not be disturbed, the plan may show only the boundaries of each stand of trees and a list of the number, size, and type (e.g., hardwood, softwood, deciduous, evergreen) of trees in each stand which are submitted for credit.
5. Areas subject to provisions of the soil erosion and sedimentation control ordinance regarding retention of undisturbed natural vegetative buffers adjacent to Lake Lanier and other state waters must also be shown.
6. Locations of proposed on-site underground utility lines.
7. Locations of other on- and off-site utility lines. The plan must indicate areas where trees cannot be planted because of interference with existing or proposed utilities on public rights-of-way or on utility rights-of-way or easements and existing utilities on adjoining properties.
8. Limits of land disturbance, clearing, grading, and trenching.
9. Limits of tree conservation areas, showing trees to be maintained and planted, specifying type and size.
10. Grade changes or other work adjacent to a significant tree or any other tree ten inches DBH or larger which would affect it adversely, with drawings or descriptions as to how the grade, drainage, and aeration will be maintained around the tree.
11. Planting schedule, if applicable.

B. A preliminary tree protection plan may be submitted for development of an industrial park where multiple sites will be cleared and graded for purposes of marketing vacant sites to industrial prospects. Planting of new trees will not be required on a lot until a use is developed on that lot, and locations of new trees need not be shown on the preliminary plan. The preliminary tree protection plan for industrial, office or commercial parks must show the following:

1. The extent of the development site.
2. Limits of land disturbance, clearing, grading, and trenching.
3. All significant trees to be removed and all other trees ten inches DBH or larger to be removed.
4. Grade changes or other work adjacent to a significant tree or any other tree ten inches DBH or larger which would affect it adversely, with drawings or descriptions as to how the grade, drainage, and aeration will be maintained around the tree.
5. Units of trees that will be required on the lot when it is developed, calculated both without subtracting any building footprint area from the acreage and by subtracting one-third of the lot area as assumed building area.

C. Where property has been clear-cut of trees in violation of the Best Management Practices as established by the Georgia Forestry Commission, or in violation of the provisions of this Article, no rezoning or permissive use application may be made for that property for a minimum of three years.

FOR ADOPTION

8.3.9. Requirements for Commercial, Industrial or Multi-family Residential Developments

The following standards apply to all commercial, industrial or multi-family residential uses.

A. Upon completion of development, all properties must have a number of trees equivalent to 15 units per acre of development site.

B. Existing significant trees or any other trees ten inches DBH or larger that are in excess of the required 15 units per acre of development site but outside the construction area may not be removed unless adjacent development would cause irreparable damage to the critical root zones.

C. Flowering ornamental trees may not be used in density calculations.

D. Trees located within the 25 foot non-disturb buffer of a creek or stream may not count toward the unit requirement.

E. Where trees must be added to achieve the required 15 units per acre of development site, such additions may be made between the street right-of-way and the building tree line in locations approved by the Director.

F. Trees required by this UDC in relation to parking lot landscaping may be included in calculating the required 15 units per acre. However, trees existing or planted in a buffer required under Sec. 8.2.4. are not to be counted as part of the minimum 15 units per acre requirement.

G. On properties on which the requirements of this section would exceed the required 15 units per acre, the Department of Planning and Zoning must approve of the location and design of the landscape plan.

8.3.10. Requirements for Single-family Residential Developments

The following standards apply to all single-family residential developments which are subject to preliminary plat approval.

A. A tree plan must accompany all preliminary plat submissions. The tree plan must indicate the location of all significant trees and existing tree stands, and the limits of clearing proposed to accommodate the construction of roads, utilities and other infrastructure necessary for the development of the subdivision.

B. The removal or clearing of trees or other existing vegetation is prohibited outside the appropriate clearing boundaries as defined on the approved preliminary plan.

C. Lots may not be cleared and prepared during the construction of the roads, infrastructure, utilities, etc. Where limited clearing is necessary, a note must be placed on the final plat indicating a tree plan for the lot in its entirety.

D. In order to encourage the preservation of significant trees and the incorporation of these trees into the design of the development, additional density credit will be given for significant trees that are successfully saved. Credit for any significant tree saved will be two times the assigned unit value shown in Table 8.3.1.

E. Any significant tree that is removed without the appropriate review and approval by the Department of Planning and Zoning must be replaced by trees with a total density equal to twice the unit value of the tree removed.

FOR ADOPTION

F. Preference is given to existing trees that will be maintained on the property.

G. Each residential subdivision development must, upon completion, achieve a tree count equivalent to 15 tree units per acre. It is anticipated that this requirement must be achieved through the preservation of existing trees on the site. However, where a site is primarily pastureland (90 percent open space or greater) prior to the initiation of the subdivision development, the tree units required may be calculated using the total acreage from disturbed areas only (i.e. acreage from road and utility construction).

H. For subdivision developments in which trees must be planted to achieve the required tree units, the final plat must include a landscaping plan specifying the method in which the requirement is met. Any new trees required must be planted prior to the issuance of an occupancy permit for any dwelling located on a lot which would require a tree unit(s).

FOR ADOPTION

Sec. 8.4. Sidewalks

8.4.1. General

The county finds that it is in the interests and safety of its citizens to provide safe, adequate space for pedestrians along rights-of-way.

8.4.2. Applicability

Sidewalks are to be installed along all new public rights-of-way or private streets as indicated in Sec. 8.4.3.

8.4.3. Standards for Design and Construction

A. Where installed, sidewalks must conform to the following standards:

1. Sidewalks must be at least five feet in width.
2. Sidewalks are to be installed no less than one foot from the back of the required curb or edge of pavement, as applicable.
3. All sidewalks must be constructed of a material as approved by Hall County as follows:
    a. At least four inches in thickness.
    b. Compacted subgrade (95 percent Standard Proctor).
    c. Class "A" concrete (3,000 psi).
    d. Sidewalks must have a ¾-inch grooved joint maximum ten-foot on center.
    e. Expansion joints must be installed at least every 40 feet and at catch basins, driveways, roads, and other similar locations as determined by the Hall County Engineer.
    f. All sidewalks must be broom finished.
    g. Sidewalks must have a ¼-inch per foot cross slope.
4. Sidewalks must be compliant with the Americans with Disabilities Act (ADA).

8.4.4. Additional Requirements for Residential Subdivisions

See Sec. 9.1.1. and 9.1.1. for additional requirements for sidewalks in residential subdivisions.

8.4.5. Exemptions and Waivers

A. The following exemptions apply to the installation of sidewalks:

1. Along state owned rights-of-way, sidewalks are subject to the requirements of the Georgia Department of Transportation.
2. New single-family residential construction in the AG-1 and AR-1 zoning districts are not required to install sidewalks.
3. New single-family residential construction in the V-C, R-1-L, and R-1 zoning districts, when not a part of a residential subdivision, are not required to install sidewalks.

B. The Director may waive or modify the requirements for sidewalks in Sec. 8.4.2. and 8.4.3. upon evidence that:

1. There exist site conditions related to topography, wetlands, streams, or mature trees which would be negatively impacted by the installation of sidewalks; or
2. There are existing sidewalks on the block face opposite of the subject property which meet the standards of this Sec. 8.4.

FOR ADOPTION

8.4.6. Sidewalk Repair and Maintenance

A. Sidewalks on county right-of-way will be inspected by Hall County Engineering Division on a periodic basis, and as directed by citizen concern, to see that the sidewalks are in a safe and suitable condition for public use and travel. The County Engineer will determine repair requirements for any damage observed to bring the sidewalk back to a safe and suitable condition. The repair of sidewalks due to damage caused by activities of a resident, their guests, or their contractors will be the responsibility of the landowner, and a notification letter will be sent indicating such. The repair of sidewalks due to damage caused by activities of a subdivider's contractor or a subcontractor will be subdivider's responsibility, and a notification letter will be sent indicating such.

B. Upon receiving the notification letter, the landowner or subdivider has three options in repairing the sidewalk:

   1. The landowner or subdivider may repair the sidewalk. The Hall County Engineering Division will inspect the sidewalk repair work, and any inconsistencies with the sidewalk specifications will need to be corrected. Sidewalks not repaired within 60 days of receiving the notification letter will be repaired by Hall County as provided in Sec. 8.4.6.B.3.

   2. A subcontractor hired by the landowner or subdivider may repair the sidewalk. The Hall County Engineering Division will inspect the sidewalk repair work, and any inconsistencies with the sidewalk specifications will need to be repaired. Sidewalks not repaired within 60 days of receiving the notification letter will be repaired by Hall County as provided in Sec. 8.4.6.B.3.

   3. The landowner or subdivider may choose to allow Hall County or its representatives to repair the sidewalk. Charges will be assessed to the landowner, and the cost of the repairs will be as per the most current Georgia Department of Transportation Item Mean Summary, or in accordance with actual Hall County contractual bid prices.

FOR ADOPTION

Sec. 8.5. Open Space

8.5.1. General

A. Purpose and Findings

The County finds that the preservation and conservation of undeveloped greenspace within its jurisdiction will have a significant impact on maintaining the character of the county as it continues to grow and develop. The intent of open space requirements is to conserve open land, preserve natural features and wildlife habitat, minimize land disturbing activities, create developments with direct access to open land and amenities, and provide active and passive recreational opportunities for residents in accordance with the Comprehensive Development Plan.

B. Defined

Open space is an area of land essentially unimproved in its natural state and set aside, dedicated, designated, or reserved for permanent protection. Open space areas may be utilized for common use or enjoyment through means of active or passive recreation but may not be occupied by non-recreational uses or structures.

8.5.2. Applicability

Open space is required as shown on Table 8.5.1. Open space must conform to the requirements of this Sec. 8.5 and any other applicable requirements of this UDC.

Table 8.5.1 Open Space Requirements

Use	Minimum Required Open Space*
Conservation Subdivision (note 1)	40% of the gross lot area
Major Subdivisions, Multi-family Residential and Mixed-use Developments	30% of the gross lot area
Non-residential uses	20% of the gross lot area

*Required open space is based on the gross area of the lot to be developed

Table notes:
1. Additional open space standards for Conservation Subdivisions can be found in Sec. **Error! Reference source not found.**.

8.5.3. Open Space Standards

A. The following areas or features of a site may be counted towards open space requirements:

1. Areas set aside for conservation of natural, archaeological, or historic features.
2. Meadows, woodlands, wetlands, wildlife corridors or similar conservation-oriented areas.
3. Passive recreational areas.
4. Outdoor amenities such as greens, commons, community gardens, non-paved trails and similar areas.
5. Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.

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These areas may be credited to no more than 25% of the required open space and may not be located within conservation areas.

6. The area of any buffers required by Sec. 8.2.4.

B. The following areas or features of a site may not be counted towards open space requirements:

1. Driveways, alleys or similar paved areas.
2. Parking lots, including those reserved for recreation areas.
3. Streets, existing or proposed.
4. Detention or retention ponds.
5. Other impervious surfaces including but not limited to buildings and accessory structures, unless otherwise permitted by this section.

FOR ADOPTION

Sec. 8.6. Signs

8.6.1. General

A. Purpose and Findings

The county finds that signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left completely unregulated, signs can become a threat to public safety as a traffic hazard and detriment to property values and to Hall County's overall public welfare as an aesthetic nuisance. By enacting this Sec. 8.6., the county commission intends to:

1. Balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;
2. Further the objectives of the Hall County Comprehensive Plan;
3. Protect the public health, safety, and welfare;
4. Reduce traffic and pedestrian hazards;
5. Maintain and enhance the visual environment, and preserve the right of the citizens to enjoy Hall County's scenic beauty;
6. Protect property values by minimizing possible adverse effects and visual blight caused by signs;
7. Avoid the harmful aspects of the unrestricted proliferation of signs;
8. Promote economic development; and
9. Ensure the fair and consistent enforcement of sign regulations.

B. Applicability

No sign may be erected, altered, refurbished or otherwise modified except in accordance with the requirements of this Sec. 8.6.

C. Permit required

A permit shall be required for the erection, alteration or reconstruction of any sign unless otherwise noted and shall be issued by the building official in accordance with these regulations.

D. Standards

1. **Materials and maintenance.** Signs permitted by this UDC must be:
   a. Constructed of materials, either singly or in combination, such as wood, cut or formed metal, glass, stone, masonry, plastics, L.E.D., high-density urethane foam, acrylics, polycarbonates, or similar materials as approved by the Director; and
   b. Free from: rust or holes on or in the sign or sign structure; broken, missing, loose or bent parts; faded or flaking paint; nonoperative or partially nonoperative illuminating or mechanical devices; and/or missing letters/graphics in sign copy; and
   c. Maintained in good condition and not constitute a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.
2. **Freestanding signs**

FOR ADOPTION

a. All permanent freestanding signs over 6 square feet in area must be a monument sign.

b. Maximum sign areas shall apply to each face separately, but no freestanding sign may have more than two faces.

c. Where two sign faces are located in a "V" formation, the angle between the two sign faces may not exceed 60 degrees.

3. **Obsolete signs.** A sign becomes obsolete if it conveys advertising or identification to services or uses without a valid business license, or a sign that is not maintained in accordance with this Sec. 8.6.1.D. Obsolete signs must be removed or repaired by property owner, developer or former lessee of property upon which sign is located within 30 days after receipt of written notice from the Director or Code Enforcement division.

4. **Illumination.** No sign may be illuminated by lights that flash, move, change in intensity, or turn on intermittently; except that a digital display may change no more often than once each 20 seconds, and shall be subject to the applicable lighting standards within this Sec. 8.6.

a. Internally illuminated signs, when permitted, may not exceed 20 foot-candles at a distance of 10 feet from such structure.

b. To prevent glare visible from a public street or adjoining property, the beam of any external lighting shall be directed so as not to be visible beyond the sign at which it is directed, and the light source shall not be visible from any point on an adjacent property or the public right-of-way.

5. **Movement or animation.** No sign or part of a sign may rotate, oscillate, or otherwise move or change in appearance, whether such motion is driven by wind, mechanical, electrical, or other means; except as provided under "Illumination" above.

8.6.2. Definitions

The following terms have the meanings indicated below as used in this Sec. 8.6.

Billboard. A freestanding sign larger than 200 square feet in area.

Billboard, digital. A freestanding sign larger than 200 square feet in area and programmable by a computer capable of displaying words, symbols, figures, or picture images that can be altered or rearranged on site or by remote means without altering the face or surface of the sign.

Freestanding sign. A sign that is not mounted on a principal building.

Nonconforming sign. A sign that does not conform to the provisions of this UDC and was legal when originally erected.

Portable sign. A sign which is not permanently affixed by rigid structures to a permanent, concrete foundation or a building; including any sign mounted on a vehicle, trailer, or other device designed to be moved periodically from place to place.

Roof sign. A sign projecting over the coping of a flat roof, or wholly or partially over the ridge of a gable, hip or gambrel roof, and supported by or attached to the roof.

Sign. Any structure, display, or device that is used to advertise, identify, direct, or attract attention to a business, institution,

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organization, person, idea, product, service, event, or location by any means, including words, letters, figures, design characteristics, symbols, logos, fixtures, movement, or illumination.

Sign area. The entire area within a continuous perimeter, enclosing the extreme limits of the sign structure, not to include the first 24 inches of the base height of a monument sign. Curved, spherical, or any other shaped sign face area will be computed based on the actual surface area. The copy of signs composed of individual letters, numerals, or other devices will be the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letter or device as well as spaces between each letter or device.

1. Supporting structures for signs are not counted in the sign area, provided such supporting structures consist of posts, hangers, or brackets of the minimum number and size necessary to support the sign.
2. A wall or fence on which a sign is mounted not counted in the sign area, provided it serves primarily to enclose, divide, or protect an area.

Temporary sign. A display, sign, or banner with or without a structural frame, temporarily mounted, and intended to be displayed for a period not to exceed 30 days.

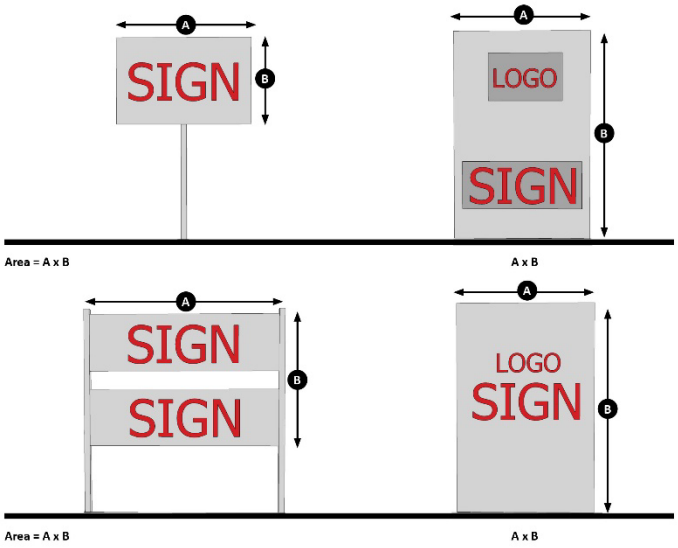
8.6.3. Prohibited Signs

Notwithstanding any other provision of this Sec. 8.6., the following signs are prohibited:

A. Signs displaying intermittent lights resembling the flashing lights customarily used in traffic signals or in police, fire, ambulance or rescue vehicles, nor shall any sign use the words "stop," "danger," or any other word, phrase, symbol or character in a manner that might mislead or confuse a vehicular driver.

B. Signs within any street or highway right-of-way, unless erected by a public agency.

C. Signs painted on or attached to trees, fence posts and telephone or other utility poles or



signs painted on or attached to rocks or other natural features or painted on the roofs or walls of buildings.

D. Fluttering ribbons and banners and similar devices within the front yard setback. This restriction does not apply to flags.

E. Billboard signs, except as otherwise required by Georgia or federal law.

F. Roof signs and other signs mounted on or extending into the air above any roof surface of a building. A sign may be mounted against a parapet of uniform height around the perimeter of a building but may not extend above the parapet.

G. Portable signs unless qualified as a temporary sign and complies with all

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applicable requirements for such signs under this Sec. 8.6.

H. Wall murals.

I. Signs within visibility clearance areas. No freestanding sign or flag between a height of two and one-half feet and ten feet, and no billboard support structure with a maximum dimension of 12 inches or more, shall be installed and or maintained within the visibility clearance area defined by:

1. Points 25 feet distant from the intersection of any two of the following:
   a. Any public street(s);
   b. Any driveway for other than single- or two-family use; or
   c. Any railroad right-of-way with an at-grade crossing; and
2. A straight line connecting those two points.

8.6.4. Signs Not Requiring a Permit

The following sign types do not require a sign permit when they are erected and maintained in compliance with all applicable standards:

A. **Address Signs**

An address sign is a sign displaying the street address of the property.

B. **Entrance Directory signs**

An entrance directory sign is any sign located on a developed property, adjacent to exits, entrances, driveways or off-street parking facilities. Entrance directory signs must meet the following standards:

1. The sign may not exceed 12 ft in area and 5 feet in height.
2. The sign must be at least one foot from the edge of the pavement or curb.
3. One entrance directory sign is allowed per exit, entrance, and off-street parking lot.

C. **Construction Signs**

A construction sign is a temporary sign erected on premises where construction for which a permit is required is taking place. Construction signs must meet the following standards:

1. The sign may not exceed 50 square feet in area and 8 feet in height.
2. The sign must be at least 10 feet from the edge of the adjacent pavement.
3. Signs must be at least 15 feet from side and rear property lines.

D. **Home Occupation Signs**

A home occupation sign is a sign associated with a permitted home occupation. Home occupation signs must meet the following standards:

1. The sign may not exceed one foot in area.
2. The sign may not be illuminated.
3. The sign must be attached to the structure in which the home occupation is conducted.

E. **Internal Development Signs**

Signs internal to a multi-building residential or nonresidential complex which may be part of a greater wayfinding system used to serve as directional signage to effectively navigate people through a space. Internal development signs must meet the following standards:

1. One sign is allowed at each street or driveway intersection.
2. The sign may not exceed 6 square feet in area and 4 feet in length.

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3. The sign may not be mounted more than 5 feet above grade.

F. **Residential temporary signs**

Residential temporary signs are temporary signs on residentially zoned property. Residential temporary signs must meet the following standards:

1. The sign may not exceed 6 square feet in area.
2. Signs must be at least 15 feet from side and rear property lines.

G. **Flags**

Flags are any fabric or other flexible material designed to be flown from a flagpole. Flags must meet the following standards:

1. No more than two flagpoles are permitted per lot.
2. No more than two flags are permitted per flagpole.
3. The maximum dimension of the hoist side of each flag may not exceed 20 percent of the height of the flagpole.
4. Flagpoles must be set back from each property boundary a distance equal to the height of the flagpole.
5. Flagpoles must be maintained in good repair, so as not to constitute a hazard to health, welfare or public safety.
6. On officially designated county, state, and federal holidays, there is no maximum flag size or number of flags which may be on display.

H. **Window signs**

A window sign is a sign attached to the interior or exterior face of a window, door, or display case and intended to be viewed from the outside. Window signs must meet the following standards:

1. Window signs may not exceed 25% of the area of the individual window they are located in; and
2. Additional standards apply in the Gateway Corridor Overlay District. See Sec. 8.6.18.

I. **Other exempt signs**

In addition to any other permitted signs, the following signs are also permitted without a sign permit:

1. **Agricultural and residential zoning districts.** Individual signs not exceeding 6 square feet in area, with a combined area not exceeding 18 square feet.
2. **Other zoning districts.** Individual signs not exceeding 10 square feet in area, with a combined area not exceeding 30 square feet. Such signs must not be more than 5 feet high and must be at least 5 feet from side and rear property lines.
3. **Public signs.** Signs authorized by any public agency for official purposes. Official notices issued by any court, public agency, or officer.

8.6.5. Temporary Signs

A total of one additional sign per street frontage, which may be either of the following, is allowed for the duration of a temporary event:

A. One non-illuminated temporary sign, flag or banner, not exceeding 6 square feet in area nor 4 feet in height in a single-family residential zoning district and not exceeding 32 square feet in area nor 12 feet in height in a multifamily or nonresidential zoning district; or

B. One non-illuminated inflatable sign, which may be placed on a building roof, but

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regardless of location, must be installed in accordance with all requirements of the building code. Such inflatable sign may not contain an inflatable area in cubic feet that is greater than the square footage area of the sign structure for the principal freestanding sign on the property as determined by the Director.

C. Signage is limited to a total of 60 days a calendar year for the same business or organization. The duration of the temporary event may not last longer than 15 consecutive days and must not take place more frequently than four times in any calendar year for the same business or organization. Any four such events must be separated by at least 30 consecutive days.

8.6.6. Sign Permits

A. **Purpose**

The purpose of this Sec. 8.6.6 is to provide a review process for sign permit applications that ensures that signs comply with the standards of this Sec. 8.6.

B. **Authority**

The Director is authorized to review and approve or disapprove an application for a sign permit pursuant to the procedures of this Sec. 8.6.6 and the standards of this Sec. 8.6.

C. **Applicability**

No sign, except those listed in Sec. 8.6.4, may be erected, placed, reconstructed or structurally altered without the sign owner having first obtained a sign permit from the Director or building official, if applicable, per the procedures in this Sec. 8.6.5 and the standards of this Sec. 8.6.

D. **Procedure**

1. **Initial submission and review of application.** Application for a sign permit must be made on the form provided by the Department of Planning and Zoning and must be accompanied by the information and documents listed on the form. An application will only be deemed as sufficient when all required information and accompanying documents are received.

2. **Action by Planning and Zoning Director.** Within 10 working days after the application is determined sufficient, the Director or their designee must review the application in accordance with this Sec. 8.6.5 and determine whether the application complies with the standards in this Sec. 8.6.

3. **Approval.** If the Director finds that the application complies with the standards of this Sec. 8.6, they must approve a sign permit. Any sufficient sign application for which no action has been taken after ten working days will be deemed approved.

4. **Fails to comply.** If the Director determines the application fails to comply with the standards of this Sec. 8.6, the applicant must be provided a notification with written comments, explaining why the application fails to comply with the standards. The applicant must be provided an opportunity to submit a revised application. If a revised application is not resubmitted within 30 days of the date of notification, the application will be considered withdrawn and subject to a new application and remittance of accompanying fees. The time for resubmission may be extended an additional 30 days, if requested prior to the original deadline for resubmittal.

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5. **Re-submittal.** A revised application must be re-submitted to the Director and reviewed by the Director within five working days after its re-submittal. The Director must approve or disapprove the application, based on the criteria in this Sec. 8.6.

6. **Fees.** No permit may be issued until the appropriate application has been filed with the Department of Planning and Zoning and fees as established by the Board of Commissioners have been paid.

7. **Criteria.** A sign permit must be approved upon a finding that the applicant has demonstrated the application complies with the standards of this Sec. 8.6.6.

E. **Expiration.** If the work described in any sign permit has not been completed within six months of issuance, the sign permit will expire and be void, however, one six-month extension of the permit will be granted if an additional permit extension fee has been paid prior to the expiration date of the initial permit. The permit extension fee will be the amount of the initial permit fee.

F. **Amendments**. A sign permit may be amended, extended, or modified only in with the procedures established for its original approval.

G. **Appeals.** Any person aggrieved or affected or any officer, department, board or bureau of the county affected by the determination of the Director on an application for approval of a sign permit may appeal the determination to the Planning Commission in accordance with the procedures of **Error! Reference source not found.**. The appeal must be heard within 45 days of the filing of the written notice of appeal.

8.6.7. Signs Requiring a Sign Permit

Signs are allowed by district as shown below. Specific requirements for each sign are shown on the following pages. All of the following sign types require a sign permit.

	AG-1, AR-1, R-1-L, R-1, R-TF, PRD	R-MF, MHP, R-X	O-I, S-S , H-B, I-1, I-2	Gateway Corridor Overlay	Standards
Awning Sign, or Canopy Sign, or Wall Sign	◘	◘	■	Per base zoning and	Sec. 8.6.8 Sec. 8.6.9 Sec. 8.6.10
Entrance Sign	■	■	■	Per base zoning	Sec. 8.6.11
Monument Sign	◘	◘	■	Per base zoning and Sec. 8.6.18	Sec. 8.6.12
Projecting Sign	◘	◘	■	See base zoning	Sec. 8.6.13

Table Key:
■ = Allowed
◘ = Allowed for nonresidential, residential businesses, and rural businesses uses only
-- = Not Allowed

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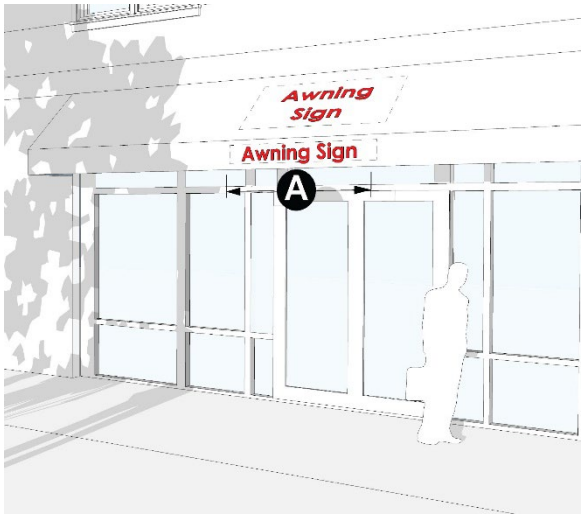
8.6.8. Awning Signs



A. Definition

A sign where graphics or symbols are sewn on, printed on, or otherwise adhered to the awning material as an integrated part of the awning itself.

B. General Provisions

1. Signs may not extend outside the awning.
2. Only awnings over ground story doors or windows may contain signs.
3. The awning that the sign is attached to must be opaque.
4. Signs may be on the front valance, the side valance, or on the sloping face of the awning.
5. Signs may not be internally illuminated.

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

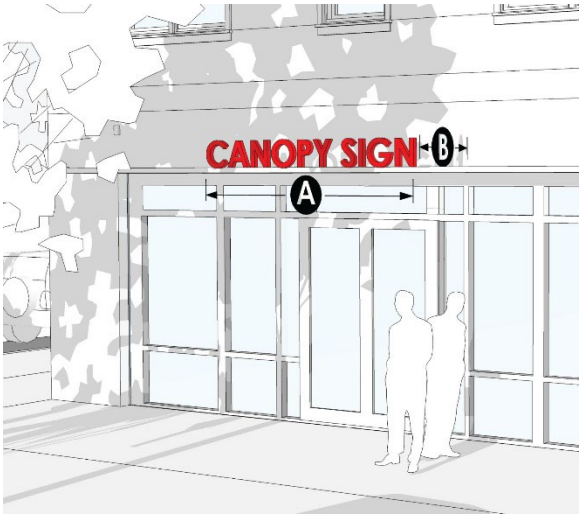
1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. Dimensions

Ⓐ Sign width: no max.

Ⓑ Sign height: no max.

8.6.9. Canopy Signs



A. **Definition**

A sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area.

B. **General Provisions**

1. Signs cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
2. Signs may not extend above the height of the building, including any parapet wall.
3. Signs may not be located on a roof.
4. Signs must be located at least 8 feet above any sidewalk or walkway and 13 feet 6 inches above any vehicular access area.

C. **Number of Signs**

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. **Sign Area**

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. **Sign Dimensions**

Ⓐ Sign width: max. canopy width

Ⓑ Sign height: max. 2 ft.

8.6.10. Wall Signs

A. Definition

A sign which is mounted on the facade of the building, is in a plane parallel to the wall (i.e., does not project at an angle to the wall), and does not project more than 12 inches from the wall.

B. General Provisions

Reserved

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. Sign Dimensions

Ⓐ Sign width: no max.

Ⓑ Sign height: no max.

8.6.11. Entrance Signs

A. **Definition**

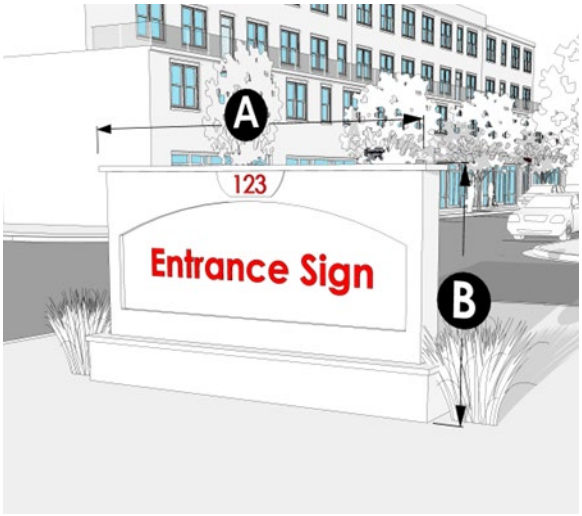
Any sign located in a residential or nonresidential subdivision or planned unit development.

B. **General Provisions**

1. Signs must be at least 15 feet from all property lines.
2. Signs may not be internally illuminated, and any lighting must come from external sources screened from view with evergreen plantings.

C. **Number of Signs**

One per street entrance.



D. **Sign Area**

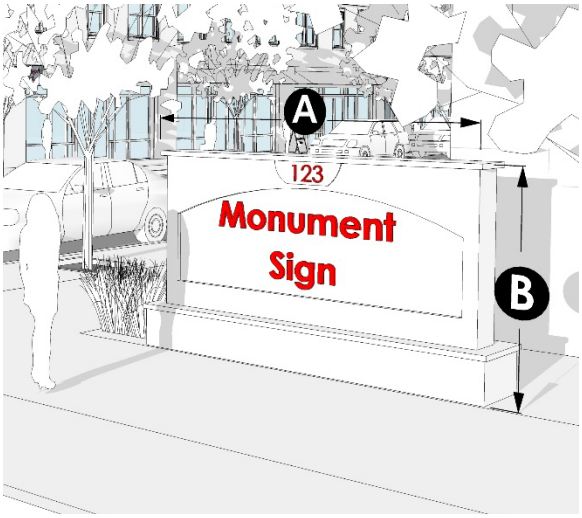
1. Residential developments:
   a. Fewer than 100 residential units or lots: max. 20 sq. ft.
   b. 101-200 residential units or lots: max. 32 sq. ft.
   c. Developments with more than 200 residential units or lots: max. 48 sq. ft.
2. Nonresidential or mixed-use developments: max. 48 sq. ft.

E. **Sign Dimensions**

Ⓐ Sign width: no max.

Ⓑ Sign height: max. 6 ft.

8.6.12. Monument Signs



A. Definition

A permanently affixed sign which is wholly independent of a building for support and attached to the ground along its entire length.

B. General Provisions

1. The base of the monument sign must be at least two-thirds the width of the sign itself.
2. The base of the monument sign must be faced in brick, masonry, stucco, or stone, unless otherwise specified in Sec. 8.6.18 for the Gateway Corridors Overlay District.
3. On corner lots, monument signs must be at least 50 feet from lot corner (defined by the lot lines extended).
4. Signs must be at least 15 feet from all property lines.

C. Number of Signs

One monument sign is allowed along each street that the lot has frontage on, unless otherwise specified in Sec. 8.6.14 or Sec. 8.6.15.

D. Sign Area

1. *O-I, S-S, P-C, H-B, M-U, I-1, and I-2 zoning districts.* Determined by building gross floor area:
   a. 0-10,000 sf.: max. 32 sf. (each side)
   b. 10,001-50,000 sf.: max. 48 sf. (per side)
   c. 50,001-100,000 sf: max. 64 sf. (per side)
   d. Over 100,000 sf.: max. 96 sf. (per side)
2. *All other zoning districts.* See Sec. 8.6.14 and Sec. 8.6.15.

E. Sign Dimensions

Ⓐ Sign width: no max.

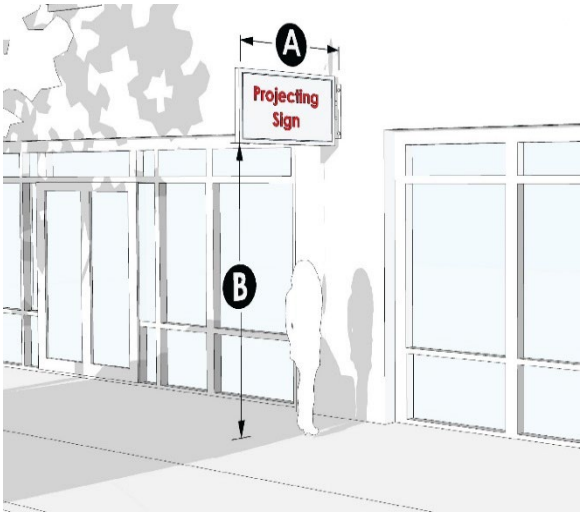
Ⓑ Sign height:

O-I, S-S, P-C, H-B, M-U, I-1, and I-2 zoning districts. Determined by building gross floor area:

a. 0-50,000 SF: max. 8 ft.
b. 50,001-100,000 SF: max. 10 ft.
c. Over 100,000 SF: max. 12 ft.

All other zoning districts: max. 6 ft.

8.6.13. Projecting Signs



A. Definition

A sign which is attached perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building facade.

B. General Provisions

1. Must be at least 18 inches from a vertical plane at the street curb line.
2. May not project beyond property lines.

C. Number of Signs

1. One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance.
2. One additional awning sign, or one additional canopy, or one additional wall sign, or one addition projecting sign is allowed along each facade adjacent to a public right of way.

D. Sign Area

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in sign area.

E. Sign Dimensions

Ⓐ Projection from facade: max. 5 feet.

Ⓑ Clear height above walkways or other non-vehicular areas: min. 10 ft.

Ⓑ Clear height above parking, driveways, or other vehicle access: min. 14 ft.

8.6.14. AG-1, AR-1, R-1-L, R-1, R-TF, R-X and PRD Zoning Districts

The following additional standards apply in AG-1, AR-1, R-1-L, R-1, R-TF, R-X and PRD zoning districts:

A. **Nonresidential Uses**

Nonresidential uses are allowed one canopy sign, or one wall sign, or one projecting sign, or one freestanding sign, with a maximum area of 20 square feet and the maximum height of 6 feet.

B. **Residential Business Signs**

1. **AG-1, AR-1, R-1-L, R-TF, R-X and PRD zoning districts.** Residential businesses are allowed one non-illuminated freestanding sign with a maximum sign area of 16 square feet and a maximum height of 5 feet. The location must be approved by the planning commission.
2. **R-1 zoning district.** No sign is allowed.

C. **Rural Business Signs**

Rural businesses are allowed one non-illuminated freestanding sign not exceeding 16 square feet in area. The location must be approved by the planning commission. The sign must be at least 15 feet from all property lines.

8.6.15. R-MF and MHP Zoning Districts

The following additional standards apply in RMF and MHP zoning districts:

A. **Nonresidential Uses**

Nonresidential uses are allowed one canopy sign, or one wall sign, or one projecting sign, or freestanding sign, with a maximum area of 30 square feet and the maximum height of 6 feet.

B. **Residential Business Signs**

Residential businesses are allowed one non-illuminated freestanding sign, including a monument sign, with a maximum area of 16 square feet and a maximum height of 5 feet. The location must be approved by the Planning Commission.

C. **Rural Business Signs**

Rural businesses are allowed one non-illuminated freestanding sign not exceeding 16 square feet in area. The location must be approved by the Planning Commission. The location must be at least 15 feet from all property lines.

8.6.16. O-I, S-S, H-B, M-U, I-1, and I-2 Zoning Districts

The following additional standards apply in O-I, S-S, H-B, M-U, I-1, and I-2 zoning districts:

A. **Master plan for signs in multi-tenant developments**

For all multi-tenant buildings or developments, a coordinated program of wall signs must be developed and approved by the county at the time of site plan approval. The signage master plan must specify the sign type, design, height, colors, illumination, and other specifications to give a coordinated appearance to the building or development. The county's review and approval of the signage master plan must be based on the compatibility of the proposed signage with the siting and architecture of the subject building or development and the compatibility of the signage with surrounding land uses.

8.6.17. Standards for Fuel Sales

Fuel sales facilities are allowed additional signage as follows:

A. One sign per canopy facade per public street frontage with a maximum of 16 square feet is allowed, provided that the area used to display this information is no larger than 8 square feet and does not extend above or below the edge of the canopy.

B. Spreader bars (signs located under canopy over pump islands) are limited to no more than two signs per spreader bar, not exceeding 4 square feet per sign. However, the total area for all spreader bars may not exceed 24 square feet.

8.6.18. Gateway Corridors Overlay

The following additional standards and restrictions apply to civic, commercial, industrial, and other non-residential uses in the Gateway Corridor Overlay district:

A. **Monument Signs**

The monument sign structure must be constructed of the same materials that are used in the facade of the principal building.

B. **Sign Illumination**

1. Automatic changeable copy signs are prohibited, except for public buildings and uses, as these terms are defined in Sec. 7.4.
2. Externally mounted neon signs are prohibited.
3. Signs may be illuminated with external lighting fixtures provided that fixtures are directed downward and away from streets and adjacent property and public streets. All lighting shall have recessed luminaries or be semi-cutoff luminary fixtures.
4. Internally illuminated signs are permitted subject to the standard of illumination in Sec. 8.6.1.D.4.

8.6.19. Standards for Billboards

A. **General Standards**

Sec. 8.6.18 prohibits the erection of new billboards in Hall County and the reconstruction of existing billboards to the fullest extent to be consistent with state and federal law or with the provisions allowing for the reduction of the overall number of billboards within Hall County, per Sec. 8.6.19.C.

1. **Permit required.** No billboard may be permitted to be erected or reconstructed without a permit from the county building official.
2. **No new billboards.** After the effective date of this UDC, the county building official may not issue permits for new billboard structures except as required by Georgia or federal law and/or permitted by Sec. 8.6.19.C.
3. **Billboards are primary structures.** After the effective date of this UDC all billboards are classified as primary structures, and no billboard may be located on any lot or parcel that contains another primary structure. Lots or parcels that contain both a billboard and another primary structure will be nonconforming and will be subject to the nonconforming use provisions of this UDC.

B. **Location, area and height**

All billboard structures required to be permitted under state or federal law, and erected so as to be visible from any public,

state or federal road must conform to the following standards:

1. **General.** All billboard structures erected abutting or so as to be visible from the right-of-way of any state highway that is a limited or controlled access highway shall conform with O.C.G.A. § 32-6-75, and must meet all federal and state requirements necessary to obtain a permit under said code. In instances where the sign controls of this UDC are stricter, these regulations apply.
2. **Structure type.** Only one sign may face the same direction per location. This allows back-to-back or V-formation signs, provided they are joined by a mutual or attached frame, but prohibits two signs stacked or side-by-side facing the same direction.
3. **Setback.** All structures must be set back at least 15 feet from any property or right-of-way line.
4. **Spacing**
    a. All roads except divided lane four-lane highways and limited or controlled access highways. No billboard structure may be within 500 feet of another billboard along the same side of the road or within 1,000 feet of any residential or agricultural district, public park, public building or religious building, regardless of whether the measurements extend outside of county limits.
    b. Divided four-lane highways and limited or controlled access highways. No billboard structure may be within 500 feet of another billboard, measuring from the two closest points, regardless of whether the measurements extend outside of county limits.
5. **Maximum sign area**
    a. All roads except divided lane four-lane highways and limited or controlled access highways. The maximum sign area permitted for each face of the structure shall not exceed 64 square feet with or without trim.
    b. Divided four-lane highways and limited or controlled access highways. The maximum sign area permitted for each face of the structure may not exceed 100 square feet with or without trim.
6. **Sign height.** Signs must be at least 10 feet above the adjacent road measuring from the lower portion of the sign face. No sign may exceed the height of 35 feet from either the level of the road or the ground surface, whichever is higher. Two signs in the same location back-to-back or in a V-formation must be the same height above the pavement surface.
7. **Extrusions prohibited.** Extrusions beyond the face of the sign, excluding aprons, are prohibited.
8. **Lighting.** No illumination of off-premises signs is allowed.

C. **Digital billboard conversion and location**

Any legally erected billboard may be converted to a digital billboard so long as it meets the following limitations:

1. **Replacing a static billboard with a digital billboard**
    a. Two square feet of existing static billboard display must be removed within the county limits for each one square foot of digital billboard

display area, either newly constructed or installed as a modification and/or conversion of an existing static billboard. The two square feet removed must be from physically completed static billboards with complete sign faces. No partially erected or partially completed signs may be used to qualify for the requirement.

b. The applicant must provide an inventory of their outdoor advertising sign locations within the county. A company that converts an existing static billboard to a digital billboard must provide, with each permit application, a complete current inventory of its billboards located within the corporate limits of Hall County. The inventory must include per structure: location (longitude/latitude), size, number of faces and type of illumination.

c. No person may convert an existing static billboard structure to a digital billboard structure without first obtaining a sign permit as required by this Sec. 8.6.19.C. and all other applicable county permits required for improvements.

d. Digital billboards shall be the same size or smaller than the static billboard being replaced.

e. A digital billboard replacing a nonconforming static billboard may be permitted if approved by the county Board of Commissioners.

2. **Construction of digital billboards in new locations**

a. After removing two square feet of existing static billboard display per Sec. 8.6.19.C.1.a, a new structure may be erected containing a digital billboard if the location is approved by the county Board of Commissioners.

b. The county Board of Commissioners has the right to permit the installation of a new digital billboard structure in any location within the county so long as the location complies with all applicable state and federal regulations pertaining to outdoor advertising, and these regulations.

3. **Digital billboard operational standards**

a. Digital billboards must display static images for a period of at least ten seconds before instantaneously transitioning to another static image.

b. Animation, frame effects, flashing and the appearance of movement whatsoever are explicitly prohibited.

c. All digital billboards must be equipped with automatic dimming technology which automatically adjusts the sign's brightness based on ambient light conditions.

d. No digital billboard may exceed a brightness level of 0.3 foot-candles above ambient light as measured using a foot-candle meter at a preset distance depending on sign area. Measuring distance will be determined by the following equation: the square root of the product of the sign area and 100.

Example using a 200 square foot digital billboard:

(200×100) = 141.4 feet measuring distance.

e. The county will from time to time check the brightness of each digital billboard to verify the levels specified in Sec. 8.6. are met. If the owner of a sign fails to control brightness within these limits, the sign permit will be revoked. If a permit is revoked, the sign must be turned off immediately and must remain off unless and until the sign is re-permitted. Re-permitting requires the owner to reapply in accordance with the procedures in place at the time of the new permit application, including paying fees required for a new permit.

f. All digital billboards must have a switch or circuit breaker located on the property that allows electrical power to be turned off. The owner of each digital billboard must provide the county contact information for a 24-hour, seven-day/week contact person who has the authority and is able to turn off the sign promptly if a malfunction occurs. If at any time more than 30 percent of the digital display lights malfunction or are no longer working property, the owner of the digital billboard shall turn off the electronic display until repairs are made.

4. **Emergency compliance.** The permit holder of a digital billboard must coordinate with governmental authorities to display, when appropriate, emergency information important to the traveling public, such as Amber Alerts or alerts concerning terrorist attacks, or natural disasters. Emergency information messages must remain in the advertising rotation according to the protocols of the agency that issues the information, or protocols established by the Georgia Department of Transportation.

D. **Nonconforming billboards**

Any legally erected sign that would become nonconforming as a result of Sec. 8.6. is allowed to remain in accordance with this Code, or until purchased by the Georgia Department of Transportation or the county, provided that the sign owner meets the requirements of state laws and rules and regulations governing such signs. No nonconforming billboard may be increased in size or height or relocated on the property, but may be decreased in size or height and/or may be converted to a digital billboard subject to Sec. 8.6.19.C.

8.6.20. Nonconformities

A. **Signs related to nonconforming uses**

Signs related to nonconforming uses, and located on the same lot or property as the nonconforming use, may continue to exist, but may not be increased in size or number, and may not be relocated on the same site unless the relocation of the existing sign brings it into greater conformity with the provisions of this Sec. 8.6. that would apply if the use were a permitted use in that zoning district.

B. **Nonconforming signs**

1. A building or freestanding sign that lawfully existed on the effective date of this UDC may continue to be used, except that the nonconforming sign:

   a. May not be repaired, rebuilt, replaced or altered after damage or removal exceeding 50% of the sign structure.

b. May not be enlarged or altered in a way that increases its nonconformity.

c. May not be altered for a change in use, change in ownership or change in business name. Individual sign panels not exceeding 50% of the total sign face area of a multi-tenant freestanding sign may be replaced for a change in use or change in business name.

2. The owner of a nonconforming sign who wishes to apply for its continued use, and who makes an application for such within one year from the date such sign became nonconforming, will have their application fee waived. An owner who submits their application for the continued use of a nonconforming sign within two years of the date such sign became nonconforming will have one-half of the application fee waived. Any owner of a nonconforming sign must apply for its continued use after the expiration of two years from the date the sign became nonconforming must pay the full application fee as required by **Error! Reference source not found.**.

3. Nonconforming signs associated with Legacy Uses, as defined in Sec. 7.1.6., may be re-used upon approval of a conditional use permit for such use.

Sec. 8.7. Architectural Standards.

8.7.1. Applicability

A. The standards of this Section shall apply in accordance with Sec. 8.1 (Applicability).

B. Existing structures shall be exempt from these standards unless the structure is expanded, renovated, or reconstructed by more than 75 percent of its assessed value or gross floor area, at which point the provisions of this Section shall apply.

8.7.2. Residential

The following standards shall apply to all residential districts.

A. **Building materials**

1. All facades of residential structures, including any permitted non-residential structures within residential districts, shall be constructed of the following materials:
    a. Brick
    b. Stone
    c. Stucco
    d. Wood siding or wood shake
    e. Cementitious siding
2. Vinyl siding is prohibited
3. The front facade shall incorporate variation in building materials, texture, or color to avoid a uniform appearance.
4. The materials to be utilized or the architectural style proposed for the structures will be compatible and harmonious with existing dwellings in the vicinity
5. The accessory structures must be constructed of materials similar in appearance to the primary residence.

B. **Garages**

1. Garages for single-family detached and two-family dwellings on lots less than one (1) acre shall comply with one of the following:
    a. Flush. Garage doors may be aligned with the front wall plane of the residence and shall not exceed 55 percent of the total width of the front facade.
    b. Semi-Flush. Garage doors may project or recess up to 10 feet from the front wall plane and shall not exceed 55 percent of the total width of the front facade.
    c. Recessed. Garage doors shall be located a minimum of 10 feet behind the front wall plane of the residence and shall not exceed 55 percent of the total width of the front facade.
    d. Side-Loaded. Garage doors shall be oriented perpendicular to the front facade. The garage structure shall be set back a minimum of 3 feet from the front wall plane of the residence.
    e. Carriage Court. Garage doors shall be oriented perpendicular to the front facade and may be located forward of the primary structure.
    f. Detached. Garages shall be located entirely to the rear of the principal structure.
2. Garages for townhomes
    a. Townhomes fronting an arterial or collector street shall utilize rear-loaded garages.

b. Townhomes fronting local streets may utilize rear-loaded or front-loaded garages.

c. Garages if provided should be attached only.

d. Rear-Loaded Garages

i. Shall be located entirely to the rear of the structure

ii. Should be attached

iii. Shall access a rear alley, right-of-way, or access easement

e. Front-Loaded Garages

i. A minimum of 20 feet shall be provided between the garage and the back of sidewalk.

8.7.3. Non-residential and Multi-family

The following standards shall apply to multi-family residential, office, commercial, industrial, institutional, and public purposes.

A. **General Architectural Requirements**

1. Principal building entrances shall face a public street, unless the building is located on an internal lot without direct street frontage.
2. Any nonresidential building located within 150 feet of residential or agricultural use shall not exceed 40 feet in height, as defined in Sec. 2.1.
3. Buildings along U.S. 129 shall not exceed 30 feet in height.
4. Buildings along State Route 365 shall not exceed 50 feet in height.

B. **Building materials**

1. A consistent palette of building materials shall be used on all four sides of the building.
2. Facades greater than 100 feet in length shall incorporate variation in materials, texture, and/or depth to reduce visual monotony.
3. Outparcel and accessory structures shall utilize materials compatible with the principal building.
4. Permitted materials
   a. Brick
   b. Natural stone (granite, limestone, marble, or similar)
   c. Cast stone or terra cotta
   d. Glass and glass block
   e. Fiber cement siding
   f. Architectural metal panels (nonresidential only)
   g. Split-face CMU (maximum 50% per facade for nonresidential only)
   h. Stucco (maximum 50% per facade)
   i. Precast or prestressed concrete
5. Prohibited materials
   a. Vinyl Siding
   b. Exposed or Painted Concrete block
   c. Split-face CMU on multi-family residential buildings
   d. Painted natural stone
6. Material percentages shall be calculated based on the total wall area of each facade, including openings.

C. **Rood Materials**

1. Pitched roofs shall be constructed of:
   a. Architectural composition shingles

b. Natural slate

c. Terra cotta

d. Wood shake

e. Standing seam metal

2. Flat roofs may utilize Thermoplastic Polyolefin (TPO) or similar materials.

3. Alternative materials may be approved by the Director of Planning and Zoning or their designee upon determination of comparable quality and durability.

Sec. 8.8. Amenities

8.8.1. Purpose

The purpose of this Section is to ensure that when amenities are provided within developments, they are designed, constructed, and maintained in a manner that enhances the quality of life for residents and is compatible with surrounding development.

8.8.2. Applicability

A. Amenities are not required for any developments unless otherwise specified by zoning conditions, approvals, or other provisions of this Code.

B. Where amenities are provided within any developments, they shall comply with the standards of this Section.

8.8.3. General Standards

A. Compliance with codes

1. All amenity structures and facilities shall comply with all applicable building, fire, accessibility, and safety codes, including but not limited to the International Fire Code (IFC), International Building Code (IBC) and International Residential Code (IRC), as applicable.

B. Design Compatibility

1. Amenity structures (e.g., clubhouses, pavilions, recreation buildings) shall utilize architectural materials, colors, and design elements that are consistent with or complementary to the principal development.

C. Plan Submittal Requirements

1. Detailed plans for all proposed amenities shall be provided at the time of site plan or land development plan submission and shall include, as applicable:

a. Site layout and dimensions

b. Building elevations

c. Materials and finishes

d. Landscaping and screening details

e. Lighting plan

f. Pedestrian access and connections

D. Functionality and Accessibility

1. Amenities shall be designed to be safely and conveniently accessible to residents through pedestrian connections, sidewalks, or internal circulation systems.

8.8.4. Location and Compatibility Standards

A. Separation from Adjacent Residential Uses

1. Amenities shall be designed and located to minimize impacts on adjacent residential properties, particularly single-family and townhome units.

B. Screening Requirements

1. Where an amenity area abuts or is directly visible from adjacent residential units, buffers/screening is required in accordance with section 8.2

C. Noise and Activity Considerations

1. Active recreation amenities (e.g., pools, sports courts, playgrounds) shall be located and designed to minimize noise impacts on adjacent residential units.

8.8.5. Maintenance

A. All amenities shall be maintained in good condition by the property owner, homeowners association (HOA), or other responsible entities. Failure to maintain

such amenities may be considered a violation of this Code.

Sec. 8.9. Outdoor Lighting

8.9.1. Purpose

A. The purpose of this Section is to minimize light pollution, reduce glare, and ensure safe and effective lighting for all development.

8.9.2. Applicability

A. These standards shall apply to all development requiring site plan approval, including residential and nonresidential uses.

8.9.3. General Standards

A. All outdoor lighting fixtures shall be:

1. Fully shielded or semi cut-off
2. Directed downward
3. Designed to prevent light spill onto adjacent properties or public rights-of-way.

B. Light Spill and Glare

1. Lighting shall be arranged to prevent glare or excessive illumination onto adjacent properties, particularly residential uses.

C. Intensity

1. Lighting levels shall be the minimum necessary to provide adequate safety and visibility.

D. Amenity and Recreational Lighting

1. Lighting for amenities (e.g., pools, courts, playgrounds) shall be designed to:

a. Limit spillover onto adjacent residential properties.

b. Be turned off or reduced during non-operational hours, where practicable.

8.9.4. Streetlights.

A. Streetlights must be provided on all public streets.

1. The spacing of streetlights must be staggered, 300 feet on-center, along both sides of the roadway.
2. All street lighting is subject to review and approval of the Hall County Public Works Department.
3. All outdoor lighting must be the semi-cutoff type.

B. Semi-cutoff luminaries must be used for all security lighting.

Sec. 8.10. Cluster Mailbox Units (CBU)

8.10.1. Purpose

A. The purpose of this Section is to ensure that Cluster Mailbox Units (CBUs) are designed and located to provide safe, accessible, and efficient mail delivery while minimizing impacts on traffic circulation and adjacent properties.

8.10.2. Applicability

A. Pursuant to United States Postal Service (USPS) policy, all new residential subdivisions and new phases of existing subdivisions shall provide CBUs for regular mail delivery, unless otherwise approved by USPS.

B. This Section shall apply to all major residential developments, including:

1. Single-family subdivisions
2. Townhome developments
3. Multi-family developments
4. Mixed-Use developments

8.10.3. General Requirements

A. A Cluster Mailbox Unit (CBU) shall consist of a centralized structure or installation containing individual mailboxes serving multiple dwelling units.

B. The developer shall be responsible for coordinating with USPS to determine:

1. Number of mailbox units
2. Final location
3. Design and installation requirements

C. All CBUs shall be subject to final approval by USPS prior to installation.

8.10.4. Location Standards

A. CBUs shall be located:

1. On a separate lot;
2. Within designated open space; or
3. Within a public access or utility easement approved by the County

B. CBUs shall be placed in locations that:

1. Are safely accessible to residents
2. Do not obstruct vehicular circulation
3. Minimize conflicts with pedestrian pathways

C. CBU access points (including associated parking areas) shall be located:

1. A minimum of 200 feet from a primary subdivision entrance, where feasible;
2. A minimum of 60 feet from any street intersection

D. CBUs shall not be located within required sight distance triangles or areas that create visibility hazards.

8.10.5. Parking Requirements

A. Off-street parking shall be provided adjacent to each CBU in accordance with the following:

Table 8.10.1 Dimensional Standards

Number of Mailboxes	Required short-term parking
50 or less	3
51-78	4
79-104	5
105 or more	5 plus 1 for every additional 25 mailboxes

B. Parking spaces shall be designed to allow safe ingress and egress without backing into streets.

C. Parking areas shall not interfere with internal traffic circulation or emergency access.

8.10.6. Design and Screening

A. CBUs shall be designed to be consistent with the character of the surrounding development.

B. Where located adjacent to residential units, CBUs shall be screened using one or more of the following:

1. Landscaping
2. Fencing
3. Walls
4. Combination thereof

C. Screening shall be sufficient to minimize visual impacts from adjacent properties.

8.10.7. Maintenance

A. The County shall not be responsible for the maintenance or repair of CBUs or associated parking areas.

B. Maintenance shall be the responsibility of:

1. A homeowners' association (HOA);
2. Property management entity; or
3. Other designated responsible party

C. Failure to maintain CBUs in good condition may be considered a violation of this Code.

Sec. 8.11. Access

8.11.1. Purpose

A. The purpose of this Section is to ensure safe, efficient, and connected access for vehicles, pedestrians, and bicycles, while promoting interconnectivity between developments and reducing congestion on public roadways.

8.11.2. Applicability

A. The standards of this Section shall apply to all development subject to site plan or subdivision approval, in coordination with Article 9 (Streets and Infrastructure).

8.11.3. Vehicular Access and Entrances

A. General Requirements

1. All developments shall provide safe and adequate access to a public street in accordance with Article 9 and applicable County, State, and Federal regulations, as applicable.

B. Residential Entrance Requirements

1. Developments with 120 or more dwelling units or lots shall provide a minimum of two (2) separate vehicular entrances connecting to a public right-of-way.
2. Developments with 400 or more dwelling units or lots shall provide a minimum of three (3) separate vehicular entrances connecting to a public right-of-way.
3. The second required entrance shall be constructed prior to the recording of the 120th lot or unit, unless otherwise approved as part of a phasing plan.
4. The County may allow deferral of additional entrances based on an approved development phasing plan, provided that emergency access and traffic safety are maintained.

C. Emergency Access

1. Where multiple entrances are required but not constructed concurrently, temporary emergency access points may be required as determined by the County and Fire Marshal.

8.11.4. Interparcel and Cross Access

A. Applicability

1. Interparcel access shall be provided for all major subdivisions, non-residential development and mixed-use development where adjacent parcels are suitable for shared access.

B. General Standards

1. Developments shall provide cross-access easements to allow vehicular and pedestrian connectivity between adjacent properties.
2. Joint driveways, shared access points, and internal circulation connections shall be used to minimize the number of curb cuts along public roadways.

C. Design Standards

Where provided, interparcel access shall comply with the following:

1. A continuous cross-access drive shall be provided within a recorded access easement connecting adjacent parcels.
2. Cross-access drives shall be designed for a minimum speed of 15 mph and include a two-way travel aisle with a minimum width of 22 feet (back of curb to back of curb).
3. Construction standards shall be consistent with County requirements

for public or private streets, as applicable.

4. Stub-outs, driveway aprons, and similar design features shall be provided to facilitate future connections.
5. A sidewalk with a minimum width of 5 feet shall be provided along at least one side of the cross-access drive.

D. Connectivity to Adjacent Residential Uses

1. Non-residential development adjacent to residential uses shall provide pedestrian connections (e.g., sidewalks or multi-use paths) to adjoining neighborhoods, where feasible and safe.

8.11.5. Pedestrian Access and Circulation

A. General Requirements

1. Pedestrian circulation systems shall be designed to provide safe, continuous, and direct connections throughout the development.
2. Pedestrian access shall connect:
   a. Residential units to amenities
   b. Residential units to open space and trails
   c. Buildings to parking areas
   d. Developments to adjacent properties and public rights-of-way, where feasible

B. Internal Connectivity

1. Sidewalks or pedestrian paths shall be provided along all internal streets in accordance with Article 9.
2. Pedestrian pathways shall be designed to connect all major activity areas within the development.
3. Dead-end pedestrian paths shall be avoided unless necessary due to site constraints.

C. Continuity and Network Design

1. Pedestrian networks shall be designed as an integrated system, not isolated segments.
2. Where feasible, pedestrian facilities shall connect to:
   a. Adjacent developments
   b. Existing or planned sidewalk systems
   c. Greenways or trail networks
3. Gaps in pedestrian connectivity shall be avoided.

D. Crossings

1. Pedestrian crossings shall be clearly defined and designed to ensure safety, particularly at:
   a. Intersections
   b. High-traffic internal roadways
   c. Entrances/exits

8.11.6. Trails and Multi-Use Paths

A. General

1. Where trails or multi-use paths are provided, they shall be integrated into the overall pedestrian circulation system.

B. Connectivity

1. Trails shall be designed to provide connections between:
   a. Residential areas
   b. Amenities and open space
   c. Adjacent developments, where feasible

2. Trail systems should be designed to align with any adopted County or regional greenway plans, where applicable.

C. Continuity

1. Trail systems shall be continuous and avoid unnecessary dead-ends unless constrained by environmental or site conditions.

D. Design

1. Multi-use paths shall be separated from vehicular traffic where practicable.
2. Trail width, materials, and design shall be appropriate for intended use (e.g., walking, biking).

8.11.7. Coordination with Title 12, Article 9 and Engineering/Public works department

A. Governing Standards.

1. All street, sidewalk, right-of-way, and access design standards shall be governed by Title 12 and Article 9 of this Code, as applicable. Where conflicts occur, the determination of applicable provisions lies with Public Works Director (or designee).

B. Administrative Authority.

1. In the event of a conflict between the provisions of this Article 8, Title 12 or Article 9, the Public Works Director (or designee) shall have the authority to determine the applicable standards and approve appropriate design solutions.

C. Review and Approval.

1. All access, circulation, and right-of-way improvements shall be subject to review and approval by the Public Works Department to ensure compliance with County standards, safety requirements, and operational considerations.

D. Parking within Right-of-Way.

1. Parking within a public right-of-way shall be prohibited.

E. Truck Traffic Restrictions.

1. Thru truck traffic on County-maintained roads shall be prohibited unless approved by the Board of Commissioners
2. Hall County Public Works shall review and recommend any additions to the approved thru truck route road list (see resolution 02-27-2020 (3)).
3. Hall County Public Works shall install appropriate signage to identify the approved thru truck routes

F. Road Acceptance Standards.

1. Private roads proposed for dedication and acceptance into the County-maintained system shall meet all applicable County standards and policies, including the following:
    a. A minimum of eighty percent (80%) of the dwelling units within the development shall be owner-occupied prior to consideration for road acceptance;
    b. Verification of occupancy status shall be provided by the applicant in a form acceptable to the County;
    c. The Public Works Department shall have the authority to determine compliance with this requirement and establish administrative procedures for verification

G. Administrative Approvals.

1. The Public Works Director (or designee) is authorized to approve minor modifications, design adjustments, and technical details necessary to implement the intent of the code, provided such modifications do not substantially alter the approved development.

Sec. 8.12. Applicability

8.12.1. General Applicability

A. The standards of this Article shall apply to all development within Hall County unless otherwise expressly exempted or modified herein.

B. Applicability by Development Type

1. These standards shall be applicable to the following zoning districts:
    a. R-1-L (for major subdivisions only)
    b. V-C (for major subdivisions only)
    c. R-1 (for major subdivisions only)
    d. R-SF
    e. R-TH
    f. R-TF
    g. R-X
    h. R-MF
    i. M-U
2. These standards are intended to serve as guidance to promote consistency in development patterns and overall community quality.

C. Planned Development District (PDD)

1. Development within a Planned Development District (PDD) shall meet or exceed the standards of this Article unless otherwise modified or expressly addressed through an approved PDD concept plan or zoning conditions.

D. Conflicts and Hierarchy

1. Where standards of this Article conflict with other provisions of this Code:
    a. The more restrictive standard shall apply, unless otherwise specified;
    b. Approved zoning conditions shall take precedence over the standards of this Article;
    c. PDD-approved plans shall govern where modifications have been granted.

E. Relationship to Other Articles

1. Street design and infrastructure requirements shall be governed by Article 9.
2. Use-specific standards shall be governed by Article 7.

    Where referenced, the provisions of those Articles shall be considered part of the requirements of this Article.

Jennifer Rivera (Administration)

From: Aaron Scholl <aaron.scholl@bravatile.com>
Sent: Thursday, September 3, 2026 12:51 PM
To: Jennifer Rivera (Administration); David Gibbs (County Commission)
Cc: Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission); Alex Aller
Subject: Opposition to the Exclusion of Synthetic Roofing in Article 8
Attachments: Hall Co Call to Action Letter.docx

Some people who received this message don't often get email from aaron.scholl@bravatile.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

On behalf of Brava Roof Tile, I respectfully submit the attached letter and ask for your careful consideration of how the proposed restriction could affect homeowner choice, property values, resilient construction, and local roofing partners throughout Hall County.

Brava strongly supports Hall County's commitment to quality development. However, we believe roofing materials should be evaluated according to their appearance, durability, safety, and code-compliant performance—not excluded solely because of their composition.

Synthetic roofing can help homeowners protect and potentially increase property values by combining premium architectural appeal with long-term resilience. The proposed restriction would also affect Brava contractor partners serving the community and limit choices for future Hall County projects.

We respectfully ask that you review our concerns before taking action on the proposed amendment. Brava would welcome the opportunity to provide additional information, product samples, or testimony.

Thank you for your time and consideration.

Sincerely,

BRAVA

Aaron Scholl | Brava Roof Tile
VP Channel Programs
C: (509) 994-4015
aaron.scholl@bravatile.com

View and Schedule time to discuss Brava? Use below Calendly link!
https://calendly.com/aaron-scholl/15-min-meeting

If you are happy with our Customer service, please click here to let us know by leaving us a review on Google!

September 3, 2026

Chairman David Gibbs and Members
Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, Georgia 30504

Re: Opposition to the Exclusion of Synthetic Roofing in Article 8

Dear Chairman Gibbs and Members of the Board:

I am writing to express our strong opposition to the exclusion of polymeric roofing systems from the permitted materials listed in Section 8.7.3.C of the proposed Unified Development Code.

Brava manufactures premium synthetic roofing. Our products provide the authentic appearance of traditional materials while offering exceptional resistance to hail, wind, moisture, fire, and Georgia's demanding climate. Brava also has contractor partners serving the Hall County community and multiple completed projects in the area.

Synthetic roofing can help homeowners maintain—and potentially increase—the value of their properties. A durable, architecturally attractive roof strengthens curb appeal, protects the home from severe weather, and reduces the likelihood of premature repairs or replacement. Brava roofing offers the appearance associated with high-value natural materials, supported by a long-term durability warranty, which will help maintain integrity much longer than standard materials.

Excluding these materials could have the opposite effect: limiting homeowners' improvement options, and preventing residents from choosing products designed to protect both their homes and their investments.

Roofing should be evaluated based on appearance, code compliance, safety, and performance—not excluded solely because polymers are part of its composition. We respectfully request that the Board add synthetic and composite polymeric roofing tiles to Section 8.7.3.C as approved pitched-roof materials.

Brava would welcome the opportunity to provide product samples, technical documentation, local project examples, or testimony before the Board.

Thank you for your consideration.

Respectfully,

Aaron Scholl
VP, Channel Programs
Brava Roof Tile
www.bravarooftile.com

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 602/2026

SUBJECT: Consideration of amendments to the Hall County Forward 2045 Comprehensive Plan.

Note: Tabled at the August 27, 2026 Voting Meeting until the September 10, 2026 Voting Meeting.

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: KA

Recommendation:
Approve.

Purpose of Request:
Consideration of amendments to the Hall County Forward 2045 Comprehensive Plan.

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
KA	KA	JL	CR
Clerk			

Clerk
JR

Attachments:

Amendments to the Comprehensive Plan
Public Comment - from Basil Malouf

The New Unified Development Code

Concurrent with the development of *Hall County Forward*, the county's zoning ordinance, subdivision regulations, and stormwater regulations were updated and consolidated into a UDC. The process to update the UDC involved auditing and improving the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included eliminating unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X),Mixed-Use (M-U), Residential Single-Family Detached (R-SF) and Residential Single-Family Attached (R-TH) described below.

Agricultural General (AG-1)

- Intended for areas that are largely undeveloped.
- Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.
- Allows single-family residential.
- Minimum 5-acre lots.

Residential Mixed (R-X)

- Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.
- Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.
- Would require at least two different housing types in a development, with at least 20% of each type.
- Supports flexible neighborhood design and diverse housing opportunities.

Mixed-Use (M-U)

- Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts.
- Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.
- Requires transportation best practices and places a high priority on site specific pedestrian enhancements.Residential density and proposed development type is established during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

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Residential Single-Family Detached(R-SF)

- Intended for moderate-density single-family residential development in urbanized and planned growth areas.
- Allows single-family detached housing on smaller lots served by public water and sewer.
- Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

- Intended for moderate-density attached residential development in urbanized and planned growth areas.
- Allows townhome developments served by public water and sewer.
- Supports compact housing options and efficient land utilization

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FUTURE LAND USE STRATEGY

Approach

As Hall County continues to grow and develop, the County will need a solid, flexible, and sustainable approach to future development that establishes:

- Where new development should be prioritized.
- The location of new land uses.
- How to determine the appropriateness of new development.

This strategy breaks down the county into six character areas that correspond to the Planning Areas established in the 2017 Comprehensive Plan and used throughout this planning process. Some minor adjustments were made to the boundaries to better correspond with the county's geography. These character areas are intended to give the County direction as to if a proposed development (or redevelopment) would be appropriate.

For each character area, there is a map, a narrative that should be prioritized, a list of appropriate future land use designations (refer to pages 161-167), a list of appropriate zoning districts should there be rezonings, and a curated list of recommended implementation measures.

The Comprehensive Plan & UDC Connection

Hall County's Unified Development Code (UDC) zoning districts are guided by the Comprehensive Plan. A municipality's zoning ordinance is considered to be in accordance with the comprehensive plan if land use types and intensities are compatible with the goals, objectives, strategies, and land uses specified by the Comprehensive Plan. The zoning code should not be contradictory to the Comprehensive Plan nor prevent its implementation. This is important when property owners need to rezone their property to undertake new development. If the plan for a development does not line up with the vision of the Comprehensive Plan, the County's planners and Board of Commissioners (BOC) have the authority to not grant the rezoning. The table on page 159 shows the UDC zoning districts that are most compatible with the future land uses outlined by this Comprehensive Plan.

Guiding Statement for Use of the Future Land Use Map

The Future Land Use (FLU) Map is intended to guide Hall County staff, officials, and applicants in evaluating the appropriateness of zoning proposals. All rezoning requests should be reviewed for consistency with the FLU Map and assessed using the following criteria to determine whether the proposed land use is suitable for the location and supportive of Hall County's long-term planning goals. Evaluation of zoning proposals should consider:

- Compatibility with surrounding land uses and the intent of the adopted FLU category.
- Availability and capacity of existing infrastructure, including public water and sewer service.
- Roadway conditions, including the ability of adjacent and nearby roads to accommodate increased traffic volumes and changes in traffic type or intensity.
- Potential impacts on public safety, schools, and other community services.
- Alignment with adopted plans, policies, and implementation items identified in the Community Work Program (CWP).
- Whether the proposal supports orderly and efficient development patterns consistent with the Comprehensive Plan.

The FLU Map is a policy guide, not a regulatory document. Staff should use these criteria to evaluate the appropriateness of each request and determine whether the proposal aligns with the vision and objectives established in the Comprehensive Plan.

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The New Unified Development Code

Concurrent with the development of this Comprehensive Plan, the County's zoning ordinance, subdivision regulations, and stormwater regulations were being rewritten into an UDC. The process to update the UDC involved cleaning up the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included deleting unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X) district, and Mixed-Use (M-U) district.

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Intended for areas that are largely undeveloped.

Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.

Allows single-family residential.

Minimum 5-acre lots.

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Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.

Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.

Would require at least two different housing types in a development, with at least 20% of each type.

Supports flexible neighborhood design and diverse housing opportunities.

Mixed-Use (M-U)

Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts

Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.

Requires transportation best practices and places a high priority on site specific pedestrian enhancements.

Residential density and proposed development type is established

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during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

Residential Single-Family Detached(R-SF)

Intended for moderate-density single-family residential development in urbanized and planned growth areas.

Allows single-family detached housing on smaller lots served by public water and sewer.

Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

Intended for moderate-density attached residential development in urbanized and planned growth areas.

Allows townhome developments served by public water and sewer.

Supports compact housing options and efficient land utilization.

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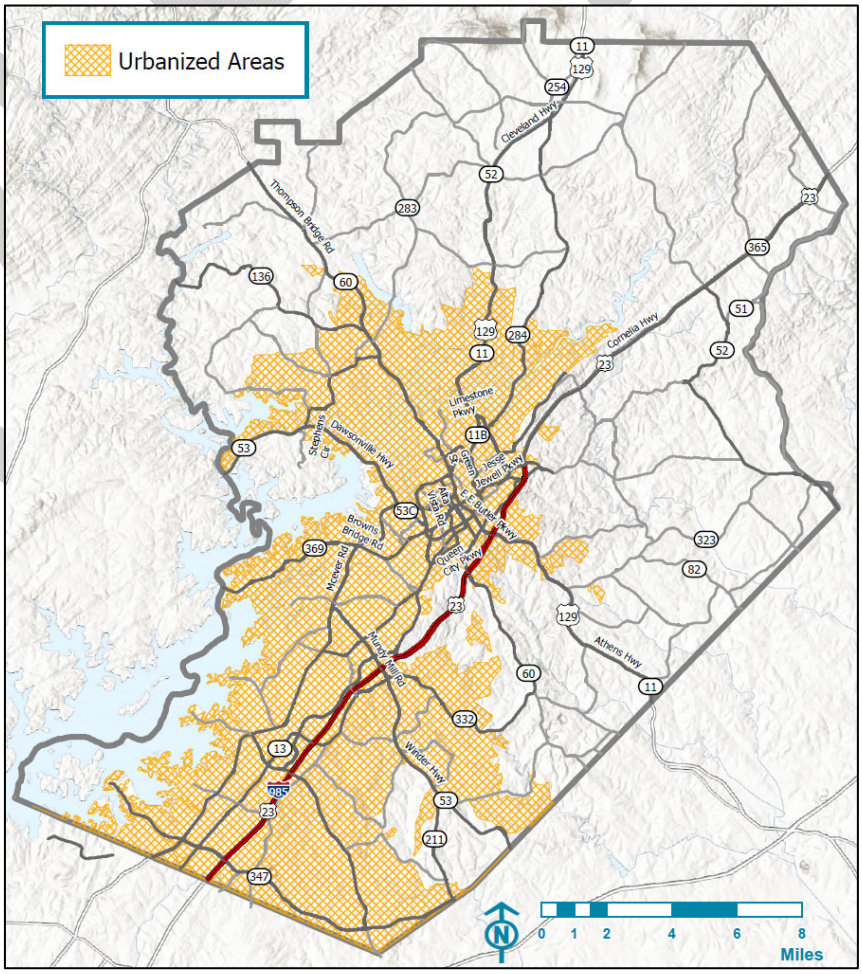
Activity Centers and Urbanized Area

- ***Activity Centers***
    - Activity Centers are locations of concentrated economic, commercial, civic, and residential activity that serve as local hubs for surrounding areas. These areas typically contain a mix of uses, including retail, office, employment, housing, public facilities, and recreational opportunities. Activity Centers are intended to support coordinated growth by encouraging high-quality development, walkability, interconnected transportation networks, public gathering spaces, and a distinct sense of place. Depending on their size and function, Activity Centers may serve neighborhoods, communities, or the broader region.
    - Activity Centers are generally located within or adjacent to Urbanized Areas and along major transportation corridors

- ***Urbanized Area***
    - Urbanized Areas are characterized by existing higher-density development patterns, access to infrastructure, and concentrations of population and employment. Urbanized Areas are identified using the Urbanized Area boundary established by the U.S. Census Bureau, which generally consists of contiguous developed areas containing at least 5,000 residents or 2,000 housing units.
    - The Urbanized Area boundary provides a standardized planning framework for identifying locations where future growth, redevelopment, infrastructure investments, and economic development efforts may be most appropriately directed.



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Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X	X					X							X
Greenspace - Conservation	X	X	X	X	X	X					X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	L	L	L	L									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	L	L	L									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	L	X
Industrial																X	X	X
Inland Port																	X	X
Regional Activity Centers	L	L	L	L	L	L	L	L	L	L		X	X	X	X			X

X = Permitted

L = Limited to certain character areasNote: PD must comply with UDC and may not exceed the density of future land use or deviate from the vision of the future land use.

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Rural Agricultural

Overview

These areas should consist of active farms and agricultural enterprises and very low-density, large-lot single-family residential up to 0.75 dwellings per acre. Development patterns may involve larger areas of undeveloped or cultivated land characterized by large distances between buildings and deep setbacks.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD

Brookton Lula Road, Lula

Rural Neighborhood

Overview

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD

Gillsville Highway, Gillsville

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Lakeside Residential

Overview

These areas are located near and adjacent to the edges of Lake Lanier and can range from low-density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density. Depending on the character area and what zoning districts they allow, residential densities can be up to 8 dwellings per acre in urbanized zone and up to 2 dwellings per acre outside of urbanized zone.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, V-C, R-1, R-TF, R-SF. R-TH, PD, R-X (limited)

Lake Lanier

Suburban Neighborhood, Low Density

Overview

These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2 dwellings per acre where existing infrastructure is available.

Appropriate Zoning Districts:

AG-1, AR-1, R-1,R-1-L, V-C, PD

Bush Creek Court, Flowery Branch

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Suburban Neighborhood, Medium

Overview

These areas consist of medium-density, single-family housing (attached or detached). They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2.5 dwellings per acre or up to 8 units per acre.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R- TF, R-SF (limited), R-TH (limited) R-X (limited), PD

Ridgewood Avenue, Gainesville

Suburban Multifamily

Overview

These areas consist of medium- to high-density housing including small-lot single-family detached housing, townhouses and other attached housing types, and multifamily. They should be situated in areas that have the road, water, and sewer infrastructure to support higher density development, or are expected to have it in the future. Residential densities can range from 2.5 dwellings to 18 dwellings per acre. In some cases, maximum density may be up to the discretion of the BOC through a special use permit.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, R-MF (limited), PD

* R-MF is not permitted outside of the urbanized zone.

Candler Court, Gainesville

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Rural Scenic Nodes & Corridors

Overview

The county's rural roadways boast significant natural, historic, or cultural features, and scenic or pastoral views. To balance that with necessary growth, new development along these minor road corridors and intersections should be limited to low-intensity, small-scale commercial uses to serve nearby communities, and well as agricultural uses of all scales. Where there is residential development, the density should be up to 0.75 dwellings per acre.

Appropriate Zoning Districts:

AG-1, AR-1, O-I, S-S,H-B, PD

SR 283, Clermont

Business Nodes & Corridors

Overview

Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, and low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities. Site designs should use the Quality Development Principals discussed earlier, particularly natural resource protections and high quality landscape installations, to the fullest extent possible.

Appropriate Zoning Districts:

O-I, S-S, H-B, M-U, I-1, PD

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Employment Nodes & Corridors

Overview

Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer.

Appropriate Zoning Districts:

O-I, M-U, S-S, H-B, I-1, I-2
, PD

Industrial

Overview

These areas include a mix of light and heavy industrial uses, as well as commercial uses that directly support the dominant business uses but are not appropriate for residential development.

Appropriate Zoning Districts:

O-I, M-U, H-B, I-1, I-2, PD

W. White Road

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Inland Port

Overview

This area immediately surrounds the incoming Inland Port including the intermodal yard as well as the major freight corridors supporting the flow of goods. As the port develops, further land uses such as housing could be added as appropriate to support key employees of the port. All new development should also take the North Oconee Watershed environmental requirements into account.

Appropriate Zoning Districts:

I-2, PD

Regional Activity Nodes & Corridors

Overview

Regional Activity Nodes and Corridors are areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the BOC.

Appropriate Zoning Districts:

R-SF (limited), R-TH (limited), R-X (limited), R-MF (limited),

O-I, S-S, H-B, M-U, PD

Stonebridge Village, Spout Springs

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NORTH HALL

Tying It Back to Growth...

Under this future land use strategy, North Hall can expect up to 5,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 100 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate between up to 2,000 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan.
- Continue working with the Town of Clermont to coordinate land use planning efforts, solve code enforcement issues on the town boundaries, and provide joint services.
- Continue to prioritize roadway improvements to US 129/Cleveland Highway and SR 60/Thompson Bridge Road.
- Prioritize higher density development along US 129/Cleveland Highway
- Work with broadband providers to expand internet access.
- Continue to protect greenspace.
- Consider constructing bike infrastructure for recreational cyclists.
- Create a nature preserve at Glade Farm.

North Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X	X	X		X

MURRAYVILLE/SARDIS

Tying It Back to Growth...

Under this future land use strategy, Murrayville/Sardis can expect up to 5,300 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 135 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 2,500 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue to protect greenspace.
- Explore ways to expand infrastructure to Murrayville/Sardis to keep up with increased growth pressures while maintaining rural character.
- Until infrastructure can fully catch up to the demands of new development, limit new greenfield development.
- Prioritize higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway.

Murrayville/Sardis Future Land Use & Zoning Compatibility

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X													X
Greenspace - Conservation	X	X	X	X	X													X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Business Nodes & Corridors												X	X	X	X	X		X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Regional Activity Nodes & Corridors												X	X	X	X			X

GAINESVILLE AREA

Tying It Back to Growth...

Under this future land use strategy, the Gainesville area (not the City itself) can expect to see up to 16,500 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate up to 8,000 additional students in this area.
- Up to 28,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the City of Gainesville to coordinate land use planning efforts, solve code enforcement issues on the city boundaries, and provide joint services like water and sewer.
- Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.
- Continue efforts to fully construct the Highlands to Islands Trails system.
- Ensure that new development along the new Sardis Connector fits in with the character of the surrounding area while meeting the needs of the community.
- Consider public/private partnerships to develop quality residential near the Sardis Connector.

Gainesville Area Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Lakeside Residential	X	X	X	X	X	X	X	X	X									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Regional Activity Nodes & Corridors	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

EAST HALL

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan to ensure the success of new development in and around the Inland Port.
- Leverage the North Oconee Water Supply Watershed Protection Overlay District to continue environmental protection efforts.
- Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.
- Prioritize locating new parks and recreational facilities in this area.

East Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business or Employment Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Inland Port																	X	X

CHESTNUT MOUNTAIN/CANDLER

Tying It Back to Growth...

Under this future land use strategy, Chestnut Mountain/Candler can expect to see up to 18,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 450 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 8,500 additional students in this area.
- Anywhere between 12,500 and 31,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Gainesville and the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Prioritize the creation of new parks and recreational facilities in this area.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue to plan for commercial and industrial growth along SR 53 and SR 60/Candler Road.

Chestnut Mountain/Candler Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

SOUTH HALL

Tying It Back to Growth...

Under this future land use strategy, South Hall can expect to see up to 15,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 7,000 additional students in this area.
- Anywhere between 12,000 and 26,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Flowery Branch, Oakwood, and Buford as well as the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue efforts to fully construct the Highlands to Islands Trails system and explore other opportunities for regional trail connections.
- Promote the construction of new sidewalk connections in new developments.
- Prioritize fixing transportation issues along McEver Road, Mundy Mill Road, SR 347/ Friendship Road, Spout Springs Road, and SR 13/Atlanta Highway.

South Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	X	X	X	X									
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X										X
Rural Scenic	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X		X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

Anael Dominguez (Administration)

From: Kaitlyn Elliott (Planning)
Sent: Monday, August 17, 2026 10:19 AM
To: Jennifer Rivera (Administration); Anael Dominguez (Administration)
Cc: Katie G. Ahmed (Planning)
Subject: Re: Public Comment/Request for UDC Changes

I am sorry I mislabled this for UDC changes. This is a public comment for 8/27 comp. plan changes proposed to be added to HCAM.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

HALL COUNTY
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Effective July 1, 2026, all open records requests should be submitted through Hall County's Next Request Portal (https://hallcountyga.nextrequest.com).

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: Monday, August 17, 2026 10:14 AM
To: John Gentry (Administration) <jgentry@hallcounty.org>; Casey Ramsey (Administration) <cramsey@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Anael Dominguez (Administration) <adominguez@hallcounty.org>; David Gibbs (County Commission) <dgibbs@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Vamsee Polamarasetty (Planning) <vpolamarasetty@hallcounty.org>; Michael Patroski (Planning) <mpatroski@hallcounty.org>
Subject: Public Comment/Request for UDC Changes

Good Morning,

For information only.

Please see the request below along with Katie's response and let us know if you have any questions or need further clarifications.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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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.

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Monday, August 17, 2026 8:59 AM
To: Basil Malouf <basilmalouf66@gmail.com>
Subject: Re: Parcels Exclusion Reques/ 2920, 2932, and 2948 Athens Highway

Good morning,

Thank you for your email. For clarification, these parcels are already designated as "Business/Employment Nodes and Corridors," which currently support "some residential where appropriate." The upcoming updates apply broadly to all Business and/or Employment Nodes and Corridors. As part of these updates, we are removing the language that supports standalone residential zoning districts within this future land use designation. Mixed-use development—which can include some residential—will remain supported.

With that in mind, I will pass along your comments to the Board of Commissioners. I also encourage you to attend and share your feedback at the public hearing on August 27, 2026, at 6:00 p.m., if you are available.

Thank you,

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

From: Basil Malouf <basilmalouf66@gmail.com>
Sent: Sunday, August 16, 2026 10:00 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Parcels Exclusion Reques/ 2920, 2932, and 2948 Athens Highway

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Katie,
I hope you're doing well. I'm the listing agent with eXp Realty for three adjoining parcels on Athens Highway 2920, 2932, and 2948 Athens Highway, Gainesville, GA owned by Clyde "Tad" Fleming II and Nina Adams Byrd.
I understand these three parcels are included in the Future Land Use Map amendment scheduled to go before the Board of Commissioners on August 27, which would re-designate them into the new Business/Office Corridor.
I'm writing to respectfully request that these three parcels be excluded from the proposed Business/Office Corridor designation before the amendment package is presented to the Board for a vote.
To be clear, this is not an objection to the broader UDC rewrite or to the Business/Office Corridor concept. This is a narrow, property-specific request based on the circumstances of these parcels and the substantial documented residential demand we have experienced.

Documented Residential Demand

The residential interest in these properties is not speculative. In addition to the current executed purchase contract with a residential buyer, we have received written offers from 8 separate prospective purchasers, all proposing residential development:

- Highpoint Acquisitions, LLC
- SA Land Group, LLC Blue River Development Acquisitions, LLC
- Provision Holdings, LLC
- Edge City Properties, Inc.
- Mustang Development Company, Inc.
- Kairos Living
- Local Land, LLC
- InLine Communities, LLC

Importantly, these 8 written offers are separate from and in addition to the current executed purchase contract. The current contract is contingent upon obtaining the zoning necessary for the buyer's intended residential use.

We believe this history provides meaningful, market-based evidence that these parcels have attracted sustained residential development interest from multiple independent buyers.

Current Office-Market Conditions

By comparison, current office-market conditions appear to demonstrate substantially more limited near-term demand.
According to CoStar's Gainesville/Hall County Office Submarket data, approximately 10,000 square feet of office construction is proposed county-wide over the next eight quarters, compared with a historical annual average of approximately 80,660 square feet.
Against that market backdrop, designating these particular parcels for a Business/Office Corridor could potentially limit a use for which there is already significant, documented market demand in favor of a use for which current development activity appears comparatively limited.

Our Request

Given the 8 written residential offers, the current executed residential purchase contract, and current office-market conditions, we respectfully ask the County to exclude 2920, 2932, and 2948 Athens Highway from the proposed Business/Office Corridor designation in the amendment package considered by the Board on August 27.
We believe this limited adjustment would allow the County's broader planning initiative to move forward while recognizing the specific circumstances, demonstrated market demand, and active residential interest associated with these three parcels.
I would greatly appreciate your consideration of this request. If supporting documentation, copies of the written offers, market data, or any additional information would be helpful in evaluating the request before August 27, I would be happy to provide it.
I am also available to meet or speak with you at your convenience before the Board considers the amendment.
Thank you very much for your time and consideration.
Best regards,

Basil N. Malouf
Associate Broker, Certified Commercial Investment Member CCIM, REALTOR®, Accredited Buyer's Representative ABR®, Seller Representative Specialist SRS

1372 Peachtree Street NE, Atlanta, GA 30309
Cell: 678-898-7749
Office: 404-281-6350 or 888-959-9461 Ext. 378
Office ID: H-65080/EXPR01
Website: The Malouf Team

*** **IMPORTANT NOTICE:** Never trust wiring instructions sent via email. Cybercriminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified the phone number. Never wire money without double-checking that the wiring instructions are correct.***

AGENDA ITEM

Executive Session

REPORT TO: **Work Session (09/08/26)**

REPORT TO: **Voting Meeting (09/10/26)**

ITEM NO: 625/2026

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

Meetings:

Work Session Date: 09/08/26 **Voting Meeting Date:** 09/10/26

Executive Summary:

Presenter: CA

Recommendation:
N/A

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

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Clerk
JR	JR

Attachments: