HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, October 05, 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.

Note: Tabled at the September 10, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

Community Services and Parks

2 Approve the award of RFQ/P #47-012 New Water Lines at River Forks Park and Campground for Parks & Leisure Services to Kytle Backhoe and Construction, LLC of Lula, GA, in the amount of $649,669.29.

District Attorney's Office

3 Approve the continuation award and any supplemental funding of the FY 2027 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of $87,310.00, and, if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Emergency Management

4 Approve the award of RFQ/P #46-033 Cloud-Based Computer-Aided Dispatch (CAD) System for Central Communications to 10-8 Systems LLC of Mission Viejo, CA, in the amount of $1,208,000.00.

Fire Rescue

5 Approve the award of IFB #025-47 Lightning Protection Systems at Fire Stations 5, 9 and 16 for Fire Rescue to Atlanta Lightning Protection of Ball Ground, GA, in the amount of $52,250.00.

6 Approve the award of IFB #024-47 Fire Stations 7, 13 and 14 Remodels for Fire Rescue to Jensen Contracting, LLC of Cleveland, GA, in the amount of $389,189.00.

Human Resources

7 Approve the employment agreement for the Judicial Accountability Division Director.

8 Approve the renewal of the FY 2027 Annual Financial Budget Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service. The estimated annual cost is $158,658.00.

9 Approve the annual renewal of Life & Disability Supplemental Health Benefits for Human Resources to Prudential Financial, Inc., of Newark, NJ; authorization for the Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost is $1,540,134.00.

10 Approve the annual renewal for medical benefits brokerage services to Turner Wood & Smith Insurance, Inc. of Gainesville, GA. The estimated annual cost is $216,000.00.

Planning & Zoning

11 Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, SC. The estimated annual cost is $117,879.00.

12 **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| DCCM, applicant**

Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.

Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Note: Tabled at the July 23, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

13 **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.

Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Note: Tabled at the July 23, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

14 **102 Near Way | Rezone |** from Office and Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Uses permitted in H-B |** Commission District 4 **| Janeth Ochoa, applicant**

15 **102 Near Way | Special Use |** to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC |** Commission District 4 **| Janeth Ochoa, applicant**

16 **3004 Candler Road | Rezone |** from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A **| Proposed Use: Uses permitted in I-1 |** Commission District 3 **| Sullins Engineering, LLC, applicant**

17 **3004 Candler Road | Special Use |** for a nonresidential subdivision | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A **| Proposed Use: 5-lot subdivision |** Commission District 3 **| Sullins Engineering, LLC, applicant**

18 **3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 **| Proposed Use: 3-lot subdivision |** Commission District 1 **| Hudson Land Holdings, LLC, applicant**

19 **3710, 3716 & 3728 Jones Drive | Special Use** | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 **| Proposed Use: 3-lot subdivision |** Commission District 1 **| Hudson Land Holdings, LLC, applicant**

20 **1322 Ralston Street | Conditional Use |** to expand a non-conforming use | on a 0.147± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 **| Proposed Use: Accessory dwelling unit |** Commission District 4 **| Sergio Felix, applicant**

21 **1322 Ralston Street | Variance to Section 5.3 |** to reduce the minimum yards | on a 0.147 ± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 **| Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance |** Commission District 4 **| Sergio Felix, applicant**

22 **5218 Hopewell Church Road | Special Use |** for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned V-C; Tax Parcel 11058 000004 (pt) **| Proposed Use: 3-lot subdivision |** Commission District 3 **| Rebecca Ramsey & Zachary Barrett, applicants**

Public Works and Utilities

23 Approve the sole source purchase of one (1) Godwin HL200 portable dewatering pump for Public Works & Utilities to Hydra Service, Inc of Warrior, AL, in the amount of $174,269.00.

24 Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the McEver Road at Chamblee Road and McEver Road at Radford Road Intersection Improvement Projects in the estimated amount of $2,500,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

25 Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the Gateway Pedestrian Bridge (Mundy Mill Road/SR 53) in the estimated amount of $1,350,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

26 Approve the acceptance of a $1,580,679.96 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Ridgewood Subdivision. Commission District 2.

27 Approve the release of a $503,767.00 Guaranty Performance/Maintenance Agreement and acceptance of streets into Hall County Maintenance in Magnolia Bluff Subdivision. Commission District 1.

Sheriff's Office

28 Approve the award of IFB #019-47 Emergency Lighting & Sirens Supply to Blue Badger Upfitters, LLC of Augusta, GA. The estimated annual cost is $184,924.00.

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

County Administrator

Commission Time

Executive Session

29 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 (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 641/2026

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

Note: Tabled at the September 10, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

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

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 662/2026

SUBJECT: Approve the award of RFQ/P #47-012 New Water Lines at River Forks Park and Campground for Parks & Leisure Services to Kytle Backhoe and Construction, LLC of Lula, GA, in the amount of $649,669.29.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #47-012 New Water Lines at River Forks Park and Campground for Parks & Leisure Services to Kytle Backhoe and Construction, LLC of Lula, GA, in the amount of $649,669.29.

History:

Facts and Issues:
River Forks Park will close to patrons from November 1, 2026, through March 31, 2027, in order to complete this project.

37 prospective bidders were emailed the bid, 6 of which are in Hall County. 9 responses were received, 3 of which were from Hall County businesses, with 1 "no bid".

Options:

Funding Requested	$ 649,669.29
Are funds within current budget?	Yes
Source of Funds	Impact Fees & 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:

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

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract for Services

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 662/2026

Funds Requested: $ 649,669.29

Request Budgeted: Yes

Proposed Source of Funding:

Impact Fees & Parks Marina Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	301-IMPACT FEES FUND	6210-PARKS AND LEISURE SERVICES	541400-INFRASTRUCTURE	$258,891.65
2027	201-PARKS MARINA FUND	6180-PARKS MARINA	541400-INFRASTRUCTURE	$390,777.64

Budget Transfer Items:

Additional Information/Comments:

Funding sources will be Impact Fees and Parks Marina Fund reserves. Precise amounts from each source are being determined and should be updated by Sept. 25. $223,023.65 of estimated Parks Marina reserve funds will be needed. This increase in the Parks Marina Fund will be offset by other park capital funding sources / projects for FY 2027 to make it budget neutral, overall.

Contact for Questions: BH

Phone: 678-997-5823

RFQ/P #47-012 New Water Lines at River Forks Park & Campground

Bid Tab Summary

SCORES	Kytle Backhoe and Construction LLC	Ohmshiv Construction LLC	Strickland & Sons Pipeline Inc	Griffin Bros Inc	Complete Site LLC	Mack Jones Enterprises Inc	W.L. Griffin Co LLC	Site Engineering	Chattahoochee Group, Inc
	Lula, GA	**Lawrenceville, GA**	**Gainesville, GA**	**Maysville, GA**	**Canton, GA**	**Dahlonega, GA**	**Gillsville, GA**	**Doraville, GA**	**Clermont, GA**
Average Technical Scores	573.00	510.00	576.00	534.00	486.00	576.00	558.00	585.00	NO BID
Average Cost Scores	380.00	380.00	260.00	260.00	300.00	200.00	200.00	140.00	NO BID
Total Scores	**953.00**	**890.00**	**836.00**	**794.00**	**786.00**	**776.00**	**758.00**	**725.00**	NO BID
Lump Sum Cost	$649,669.29	$634,478.90	$996,091.38	$973,441.76	$769,364.63	$1,013,623.75	$1,010,027.56	$1,265,419.00	NO BID

Number of companies emailed	37
Number of Hall Co Companies emailed	6
Total responses	9
Number of Hall Co responses	3
No Bids	1

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 21, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-012

Bid/Contract Name: New Water Lines at River Forks Park & Campground

Department(s) Requesting Contract: Parks

Award Recipient Name: Kytle Backhoe and Construction, LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $649,669.29

☐ Product Contract Estimated Amount:

Comment:

Approve the award of RFQ/P #47-012 New Water Lines at River Forks Park for Parks & Leisure to Kytle Backhoe and Construction, LLC of Lula, GA.

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

ORIGINAL

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

HALL COUNTY
GEORGIA
We have it all in Hall

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-012

For the provision of

New Water Lines at River Forks Park & Campground

ARTICLE #101 – INTRODUCTION

This Contract for the installation of new water lines at River Forks Park & Campground (hereinafter "Services") is made and as entered into as of TBD (execution date) and TBD (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KYTLE BACKHOE AND CONSTRUCTION LLC which is principally located at 5366 LATTY ROAD LULA, GA 30554. (hereinafter "Contractor").

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

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the *Exhibit C – Cost Proposal Worksheet*, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.
C. All work associated with this Contract shall be completed on or before April 6, 2027.

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
James Reagan
Parks Maintenance Manager
Hall County Government
3500 Keith Bridge Rd
Gainesville, GA 30504
jreagan@hallcounty.org
Ph: (770) 531-6824

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): ADAM KYTLE, CHRIS KYTLE

Email Address(es): ADAM@KYTLEBACKHOE.COM

Phone Number(s): 770-652-7615

Physical Address: 5366 LATTY RD

City/State/ZIP: LULA, GA 30554

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

The Contract term will be for 157 days after the issuance of a Notice to Proceed. Work shall commence on November 1, 2026, with substantial completion on or before April 6, 2027.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

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

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

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

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

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

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

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of two hundred forty-seven dollars and no/100 ($247.00) per calendar day until substantial completion.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY
The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR
The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES
This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT
This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY
If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS
A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – CONTRACTOR'S TERMS AND CONDITIONS
The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance:

- $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

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.
- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance:
$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.

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

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

will not be liable for payment for any work or product with the issuance of verbal communication.

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

D. **Set Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
E. **Final Payment.** The Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.
The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Contractor'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
Attachment 1 – River Forks Plan Set

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor

contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors, or sub-subcontractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.

16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.

34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

KYTLE BACKHOE AND CONSTRUCTION LLC

By: _____

Print Name: CHRIS KYTLE

Title: OWNER

Sworn to and subscribed before me this

9th Day of September, 2026.

Notary Public: Hannah Clay

Notary commission expires: 12/28/29

[Locus Sigilli – Seal or Stamp]

HANNAH CLAY NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES 12-28-2029

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

District Attorney's Office

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 643/2026

SUBJECT: Approve the continuation award and any supplemental funding of the FY 2027 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of $87,310.00, and, if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: JB

Recommendation:
Approve.

Purpose of Request:

Approve the continuation formula grant award and any supplemental funding of the FY 2027 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of $87,310.00, and, if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History:

VOCA funding comes from the U.S. Department of Justice (DOJ) and administered by the Office of Victims of Crime (OVC). Funding is passed down to the Georgia Criminal Justice Coordinating Council (CJCC) as the state level administrator.

CFDA/ALN Number: 16.575

The DA's Office has received VOCA grant funding since 2002.

Facts and Issues:

The VOCA program, created in 1984, provides federal funding to support victims' assistance and compensation programs, provide training for diverse professionals who work with victims to develop projects to enhance victims' rights and services, and to undertake public education and awareness activities on behalf of crime victims.

Options:

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

Approvals:

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

Attachments:

FY27 VOCA Budget - District Attorney

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 643/2026

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	2200-DISTRICT ATTORNEY	331150-FEDERALâ€OPERATING INDIRECT	$-87,310.00
2027	250-MULTIPLE GRANT FUND	2200-DISTRICT ATTORNEY	511100-SALARIES	$87,310.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review with CJCC/PAC, and line items are subject to change. However, the amount will not exceed $87,310. The grant period of performance is from October 1, 2026, to September 30, 2027.

Contact for Questions: KM

Phone:

CJCC Budget Detail Worksheet

Agency Name:	PAC
Subgrant Number:	
Project Name:	FY26 Hall County DA VWAP
Select grant type:	VOCA

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Victim Advocate		$64,696.06	69%	Biweekly	$44,877.00	
Victim Advocate		$53,040.00	72%	Biweekly	$37,924.00	
Victim Advocate		$59,819.24	8%	Biweekly	$4,509.00	
					$0.00	
					$0.00	
					$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
				PERSONNEL TOTAL		$87,310	

A (2). Volunteers -- If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at $15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

	Hours	Rate	Total value	Match
Volunteers			$ -	In-Kind
	VOLUNTEERS TOTAL		**$0.00**	

A (3). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a pecentage of salary or wages	% Time to Project	Cost	Match?
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
					FRINGE TOTAL	$0.00	

PERSONNEL GRAND TOTAL	**$87,310**

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at $X airfare, $X lodging, $X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is $0.565 per mile, but if your agency's reimbursement rate is lower you must

Trainings and Conferences ***All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.*

Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
							$0.00	
							$0.00	

							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	
							$0.00	

Mileage

Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
			TRAVEL TOTAL		**$0.00**	

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least $5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
			EQUIPMENT TOTAL	**$0.00**	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter $100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
			SUPPLY TOTAL	**$0.00**	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter $15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				$0.00	
				$0.00	
				$0.00	
				$0.00	
			PRINTING TOTAL	**$0.00**	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	

					$0.00	
				F. (1) Subtotal	**$0.00**	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				F. (2)Subtotal	**$0.00**	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of $100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					$0.00	
					$0.00	
					$0.00	
					$0.00	
	87310				$0.00	
				F. (2)Subtotal	**$0.00**	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimus indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost	**$0**

F. OTHER TOTAL	**$0**

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount:	21827.5

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		$87,310	
B. Travel		$0	
C. Equipment		$0	
D. Supplies		$0	
E. Printing		$0	
F. Other		$0	
TOTAL PROJECT COSTS		$87,310	
Award		$87,310	
Match Amount		$0	
Match Breakdown	**Cash**	$0	
	In-Kind	$0	

Budget Narrative

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

AGENDA ITEM

Emergency Management

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 657/2026

SUBJECT: Approve the award of RFQ/P #46-033 Cloud-Based Computer-Aided Dispatch (CAD) System for Central Communications to 10-8 Systems LLC of Mission Viejo, CA, in the amount of $1,208,000.00.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: ZB

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #46-033 Cloud-Based Computer-Aided Dispatch (CAD) System for Central Communications to 10-8 Systems LLC of Mission Viejo, CA, in the amount of $1,208,000.00.

History:

Facts and Issues:
Bids were sent to 7 vendors and posted on the County website and Georgia Procurement Registry. 11 bids were received and opened.

The top 3 scoring firms were selected for a 2nd round of evaluation and site visits. 10-8 Systems was deemed the best option.

Options:

Funding Requested	$ 1,208,000.00
Are funds within current budget?	Yes
Source of Funds	E-911 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	AL	AL	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 657/2026

Funds Requested: $ 1,208,000.00

Request Budgeted: Yes

Proposed Source of Funding:

E-911 Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$415,400.00
2028	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$198,150.00
2029	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$198,150.00
2030	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$198,150.00
2031	215-Eâ€911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	$198,150.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: AL

Phone: 770-297-6209

RFQ/P #46-033 Cloud-Based Computer-Aided Dispatch (CAD) System

Bid Tab Summary

Company	Mark 43 Inc	10-8 Systems LLC	Tyler Technologies, Inc.	EMERES USA INC	Colossus Inc (dba Caliber Public Safety)	SmartCOP, Inc	GovHost LLC	Versaterm Public Safety Inc.	Motorola Solutions, Inc.	Intergraph Corporation (Octave)	ProPhoenix Corp
Location	**New York, NY**	**Mission Viejo, CA**	**Troy, MI**	**Newark, DE**	**North Little Rock, AR**	**Pensacola, FL**	**Columbia, SC**	**Ottawa, Ontario, Canada**	**Chicago, IL**	**Madison, AL**	**Moorestown, NJ**
Average Technical Scores	685.00	515.00	570.00	595.00	545.00	540.00	465.00	535.00	560.00	540.00	365.00
Total Cost Scores	89.09	200.00	93.35	56.93	82.20	74.15	139.13	67.99	34.93	40.56	110.05
Total Scores	**774.09**	**715.00**	**663.35**	**651.93**	**627.20**	**614.15**	**604.13**	**602.99**	**594.93**	**580.56**	**475.05**
Cost	$2,529,893.00	$1,208,000.00	$2,414,687.00	$3,958,973.00	$2,741,942.00	$3,039,986.00	$1,620,059.08	$3,315,070.00	$6,453,090.00	$5,557,354.00	$2,048,161.39

Number of bids emailed	7
Number of bids emailed to Hall Co	0
Total responses	11
Number of Hall Co responses	0
No Bids	0

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: September 21, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-033

Bid/Contract Name: Cloud-Based Computer-Aided Dispatch (CAD) System

Department(s) Requesting Contract: Central Communications

Award Recipient Name: 10-8 Systems LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $1,208,000.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of RFQ/P #46-033 Cloud-Based Computer-Aided Dispatch (CAD) System for Central Communications to 10-8 Systems, LLC of Mission Viejo, CA.

Year 1 cost - $198,150 + $217,250 one-time setup
Year 2 cost - $198,150
Year 3 cost - $198,150
Year 4 cost - $198,150
Year 5 cost - $198,150

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

10-8 Systems

Hall County (GA) Agreements

Updated: September 14, 2026

Confidentiality Notice. *This package and related materials may contain 10-8 Systems non-public technical, security, product, architecture, software, API, integration, implementation, roadmap, business process, know-how, trade secret, and confidential commercial information. Such information shall be treated as confidential and protected from disclosure to the extent permitted by applicable law. If Client is subject to public-records, freedom-of-information, records-retention, subpoena, court-order, or similar disclosure requirements, nothing in this package requires Client to withhold records that must be disclosed under applicable law. To the extent legally permitted and reasonably practicable, Client shall provide 10-8 Systems prompt written notice before disclosing 10-8 Systems Confidential Information so that 10-8 Systems may identify protected information, propose redactions, or seek appropriate protective relief.*

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

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10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

10-8 Systems Nondisclosure Agreement

THIS AGREEMENT is made and entered into as of the date of the last signature below (the "Effective Date"), by and between 10-8 Systems LLC, a California limited liability company (the "Disclosing Party") and Hall County, located at 2875 Browns Bridge Rd, Gainesville, GA 30504 (the "Recipient") (collectively, the "Parties").

Purpose for Disclosure ("Business Purpose"): The Disclosing Party may provide the Recipient with Confidential Information in connection with evaluating, procuring, contracting for, implementing, configuring, integrating, training, supporting, using, maintaining, administering, or otherwise carrying out the Parties' commercial relationship concerning the Disclosing Party's products and services, including activities under any SaaS Agreement, End User License Agreement, Statement of Work, quote, order, security addendum, or related written agreement (the "Business Purpose").

The Parties hereby agree as follows:

1. **Confidential Information.**
   For purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by or on behalf of Disclosing Party in connection with the Business Purpose, whether disclosed before, on, or after the Effective Date and whether disclosed orally, visually, electronically, in writing, through demonstrations, through access to the Services, or by any other means. Confidential Information includes, without limitation, technical, developmental, feedback, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information; software and non-public functionality; source code and object code; user interfaces, screen layouts, workflows, architecture, configurations, APIs, data structures, database schemas, algorithms, business logic, security controls, integrations, implementation methods, product roadmaps, documentation, pricing methodology, discount rationale, and other non-public aspects of Disclosing Party's products, services, technology, and operations. Disclosing Party may, but is not required to, mark written Confidential Information as "Confidential" or with an equivalent designation. Confidential Information also includes notes, analyses, screenshots, summaries, extracts, or other materials prepared by Recipient that contain, reflect, or are derived from Confidential Information.

2. **Confidentiality, Permitted Disclosure, and Ownership.**
   Recipient shall use Confidential Information solely for the Business Purpose and

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

as expressly permitted under any applicable SaaS Agreement, End User License Agreement, Statement of Work, quote, order, security addendum, or other written agreement between the Parties. Recipient shall protect Confidential Information using the same degree of care it uses to protect its own confidential information of similar sensitivity, and in no event less than a reasonable degree of care. Recipient may disclose Confidential Information to its employees, officers, attorneys, agents, consultants, contractors, Participating Agencies, systems integrators, procurement advisors, resellers, auditors, and other representatives who have a legitimate need to know the information for the Business Purpose and who are subject to written confidentiality obligations, professional duties, statutory obligations, intergovernmental obligations, or other enforceable restrictions reasonably sufficient to protect the Confidential Information. Recipient shall be responsible for unauthorized use or disclosure by such persons to the extent permitted by applicable law. Recipient may reproduce Confidential Information only as reasonably necessary for authorized implementation, configuration, integration, training, support, administration, procurement, oversight, records management, or other activities within the Business Purpose. At Disclosing Party's request and subject to applicable records-retention requirements, litigation holds, audit requirements, automated backup systems, and other applicable law, Recipient shall return or destroy Confidential Information or continue to protect retained copies under this Agreement. All right, title, and interest in Disclosing Party's Confidential Information, products, services, technology, and intellectual property remain exclusively with Disclosing Party or its licensors. Nothing in this Agreement grants Recipient any license or other right except as expressly granted in a separate written agreement.

3. **Restricted Use of Confidential Information; Prohibited Derivative Development.**

Recipient shall not, directly or indirectly, use Confidential Information or non-public knowledge derived from authorized access to Disclosing Party's products or Services to design, develop, create, replicate, configure, enhance, test, or assist in the development of any software, service, feature, system, workflow, or functionality that copies, replicates, is derived from, or materially incorporates Disclosing Party's non-public features, functionality, workflows, architecture, configurations, data structures, screen layouts, business logic, processes, methods, or implementation techniques. Recipient shall not use Confidential Information to create, derive, formulate, validate, refine, or materially influence specifications, technical requirements, solicitations, requests for proposals, requests for quotations, statements of work, architecture documents, design documents, or development plans for the purpose of enabling Recipient or any third party to reproduce, implement, or develop Disclosing Party's non-public features, functionality, workflows, architecture, configurations, data structures, screen layouts, business logic, processes, methods, or implementation techniques. Recipient shall not use Confidential Information to develop, or assist any third party in developing, a product or service competitive with Disclosing Party's products or Services. Nothing in this Section prohibits Recipient from using the Services for its authorized operational purposes; performing authorized configuration, integration, training, support, administration, procurement, or oversight activities; independently developing, acquiring, evaluating, procuring, or using other products or services without use of or reference to Disclosing Party's Confidential Information; or conducting a lawful competitive

procurement based on independently developed requirements, generally known industry requirements, or publicly available information.

4. **Public Records and Required Disclosure.**
Recipient acknowledges that it may be subject to public-records, freedom-of-information, records-retention, subpoena, court-order, or other legal disclosure requirements. Nothing in this Agreement requires Recipient to violate applicable law. To the extent legally permitted, Recipient shall provide Disclosing Party prompt written notice of any request, demand, subpoena, order, or other legal process seeking disclosure of Confidential Information and, where legally permitted and reasonably practicable, shall provide such notice before producing the Confidential Information. Recipient shall provide Disclosing Party a reasonable opportunity to identify information claimed to be confidential, proprietary, security-sensitive, or trade-secret information; propose appropriate redactions; and seek a protective order, statutory exemption, injunction, or other available remedy. Recipient shall reasonably cooperate with such efforts and shall disclose only the portion of Confidential Information that Recipient determines is legally required to be disclosed. To the extent legally permitted and reasonably practicable, Recipient shall preserve confidentiality, proprietary, trade-secret, and similar legends appearing on materials supplied by Disclosing Party. Nothing in this Section grants Disclosing Party the right to control Recipient's determination of its obligations under applicable disclosure law.

5. **Exclusions.**
The obligations of this Agreement do not apply to information that Recipient can demonstrate through competent written evidence: (a) was lawfully known to Recipient without restriction before disclosure by Disclosing Party; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without confidentiality or use restrictions; (d) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information; or (e) is expressly approved for release by Disclosing Party in writing.

6. **No Reverse Engineering, Unauthorized Access, or Security Testing.**
Except as expressly authorized under the applicable SaaS Agreement, End User License Agreement, Statement of Work, security addendum, or other written authorization from Disclosing Party, Recipient shall not reverse engineer, decompile, disassemble, scrape, crawl, probe, systematically analyze, or otherwise attempt to derive, discover, recreate, or map any source code, object code, architecture, API, data structure, database schema, algorithm, business logic, security control, configuration method, workflow, or other non-public technical or functional element of Disclosing Party's products or Services. Recipient shall not conduct penetration testing, vulnerability scanning, automated testing, load testing, scripted interaction, or other security or technical testing against Disclosing Party's systems without prior written authorization. Recipient shall not share credentials with unauthorized persons, permit access by any person not authorized under the applicable agreements, circumvent or attempt to circumvent authentication requirements, access controls, feature restrictions, rate limits, technical safeguards, or other restrictions, or access the Services through means not expressly made available or authorized by Disclosing Party.

7. **Competitor Access; Recording, Benchmarking, and Unauthorized AI Use.**
Recipient shall not provide any person or entity that develops, markets, licenses, sells, or provides software or services competitive with Disclosing Party's public-safety software products, or any person acting on behalf of such entity, with access to Disclosing Party's Confidential Information, non-public documentation, credentials, systems, demonstrations, or non-public product materials without Disclosing Party's prior written consent. Recipient may create reasonable internal screenshots, recordings, notes, training materials, support materials, and operational documentation to the extent necessary for authorized use, implementation, training, support, incident documentation, official business, procurement administration, audit, or records-retention purposes, provided such materials remain subject to this Agreement and any applicable SaaS Agreement or End User License Agreement. Recipient shall not publicly publish, distribute, or disclose benchmark results, performance testing, feature matrices, comparative analyses, competitive evaluations, or similar materials that disclose, reflect, or are derived from Disclosing Party's Confidential Information or non-public functionality without Disclosing Party's prior written consent. Recipient shall not upload, submit, transmit, or otherwise disclose Confidential Information to a publicly accessible or third-party generative artificial intelligence, machine-learning, code-generation, model-training, data-analysis, or similar service unless that service and use have been expressly approved by Disclosing Party or otherwise authorized in a written agreement between the Parties.

8. **Commercial Agreement; Client Data; Order of Precedence.**
This Agreement governs Recipient's handling of Disclosing Party's Confidential Information. Client Data and Client Confidential Information, including Criminal Justice Information or other regulated data processed through the Services, are governed by the applicable SaaS Agreement, End User License Agreement, Statement of Work, security addendum, and other written agreements between the Parties. This Agreement does not expand or limit either Party's rights or obligations concerning Client Data under those agreements. If this Agreement conflicts with a subsequently or contemporaneously executed SaaS Agreement or other written agreement governing Recipient's licensed or operational use of Disclosing Party's products or Services, that agreement shall control with respect to the conflict.

9. **Remedies.**
In the event of an actual or threatened breach of this Agreement, Disclosing Party may pursue all legal and equitable remedies available under applicable law. Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Disclosing Party may seek temporary, preliminary, and permanent injunctive or other equitable relief, in addition to any other remedies available at law or in equity. Nothing in this Agreement limits either Party's right to recover attorneys' fees, costs, exemplary damages, or other remedies where expressly authorized by applicable law or another written agreement between the Parties.

10. **Term and Survival.**
The confidentiality and restricted-use obligations of this Agreement shall continue

for five (5) years following the last disclosure of Confidential Information. Notwithstanding the foregoing, with respect to Confidential Information constituting a trade secret under applicable law, Recipient's confidentiality, non-disclosure, and restricted-use obligations shall continue for so long as such information remains a trade secret under applicable law.

11. **General Provisions.** The validity, construction, and enforceability of this Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict-of-laws principles, except to the extent applicable law requires otherwise. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, except that it may supplement confidentiality and restricted-use obligations in other written agreements between the Parties. This Agreement may not be amended, modified, or waived except by a written instrument signed by duly authorized representatives of the Parties. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. A Party's failure to enforce any provision does not constitute a waiver. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument. In the event of a conflict with an applicable SaaS Agreement or other written agreement governing Recipient's licensed or operational use of Disclosing Party's products or Services, that other agreement shall control with respect to the conflict.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SIGNED for and on behalf of **10-8 Systems LLC (the Disclosing Party):**

Signed by:
Kevin Ruef
A623DF43DA184C4...

Authorized signatory

Kevin Ruef

Print full name

9/18/2026

Date

SIGNED for and on behalf of Hall County (the Recipient):

Authorized signatory

Print full name

Date

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

10-8 SYSTEMS SAAS AGREEMENT

PARTIES

1 10-8 Systems LLC ("Supplier")

2 Hall County ("Client")

SECTION A: AGREEMENT AND KEY DETAILS

AGREEMENT

The Supplier agrees to provide, and the Client agrees to buy, the 10-8 Systems Software as a Service offering, and related services, on the terms of the Agreement. The Agreement comprises:

- Section A (Agreement and Key Details, including this cover page and the signature clauses); and
- Section B (General Terms).

KEY DETAILS

Item	Detail
Start Date	October 1, 2026
End Date	September 30, 2031
SaaS Service	The SaaS Service is 10-8 Systems' cloud-based public-safety software offering. Licensed products, modules, integrations, user quantities, agency entitlements, and related commercial terms are identified in QU-11266 and the applicable Statement of Work. The licensed user entitlement includes seventy (70) Full CAD / Dispatch Users for Hall County E-911/Communications and a five-hundred (500) Field / Mobile CAD User site license limited to Hall County governmental departments and agencies. Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within the 500-user site license and may obtain access separately as provided in this Agreement.

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

Related Services

As at the Start Date:

- Implementation, Configuration, migration of specified configuration data, Training, Integration Development, Testing, Go-Live, the Post-Go-Live Historical Data Searching Tool, and related implementation services as expressly identified in QU-11266 and the Statement of Work.
- Support: Email tickets may be submitted 24 hours a day and phone support will typically be available Monday through Friday from 8AM PST/PDT to 6PM PST/PDT. Emergency support can be requested by the Client's representative signing this Agreement or an authorized designee notified in writing by Client.

Fees and Payment Terms

SaaS Service Plan

Service	Service Fees	Contract Years Billed	Invoice Date
ONE-TIME SETUP / IMPLEMENTATION FEES			
Implementation & Project Management; Configuration & Development; migration of call types, unit types, and radio channels; two (2) days on-site training	$40,000	Year 1	Per SOW Billing Milestone Schedule
Post-Go-Live Historical Data Searching Tool — one (1) CentralSquare database, previous thirty-six (36) months	$35,000	Year 1	Per SOW Billing Milestone Schedule
Initial NCIC Setup & GCIC Integration (CommSys ConnectCIC) — Basic Inquiries + WMPI + applicable nationwide data parsing	$40,000	Year 1	Per SOW Billing Milestone Schedule
Additional ConnectCIC Setup — Gainesville PD, Oakwood PD, Flowery	$6,000	Year 1	Per SOW Billing Milestone Schedule

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Branch PD, and Hall County Sheriff's Office (4 agencies)			
Flock ALPR Integration	$2,500	Year 1	Per SOW Billing Milestone Schedule
Intrado ANI/ALI Integration	$18,750	Year 1	Per SOW Billing Milestone Schedule
Cradlepoint AVL Integration	$2,500	Year 1	Per SOW Billing Milestone Schedule
Pepwave AVL Integration	$2,500	Year 1	Per SOW Billing Milestone Schedule
Axon Bodycam Integration — Send CAD Data	$5,000	Year 1	Per SOW Billing Milestone Schedule
ESO CAD Export Integration	$2,500	Year 1	Per SOW Billing Milestone Schedule
ImageTrend CAD Export Integration	$2,500	Year 1	Per SOW Billing Milestone Schedule
RapidSOS Integration	$0 *(100% discounted from $5,000)*	Year 1	Included
Prepared Integration	$5,000	Year 1	Per SOW Billing Milestone Schedule
EPR FireWorks RMS Integration — CAD Data Export	$5,000	Year 1	Per SOW Billing Milestone Schedule
Axon RMS Integration — CAD Data Export	$2,500	Year 1	Per SOW Billing Milestone Schedule
CentralSquare RMS Integration — CAD Data Export	$5,000	Year 1	Per SOW Billing Milestone Schedule
SmartCop / SmartRMS Integration — CAD Data Export	$5,000	Year 1	Per SOW Billing Milestone Schedule

Commented [MD1]: Pending removal upon receipt of written confirmation from Gainesville PD.

Commented [MD1R2]: Commented [KR1R2]: Agreed. We will leave this item in place pending written confirmation from Gainesville PD. If removal is confirmed, we will update QU-11266, the applicable integration scope, and the related pricing/totals accordingly.

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SSI / InterOpRMS Integration — CAD Data Export	$5,000	Year 1	Per SOW Billing Milestone Schedule
Motorola CCA / RTCC Integration — CAD Data Export	$5,000	Year 1	Per SOW Billing Milestone Schedule
Axon Fusus / RTCC Integration — CAD Data Export	$2,500	Year 1	Per SOW Billing Milestone Schedule
First Arriving Station Alerting Integration	$5,000	Year 1	Per SOW Billing Milestone Schedule
Active911 Integration	$0 *(100% discounted from $5,000)*	Year 1	Included
Priority Dispatch ProQA Medical Integration Implementation	$20,000	Year 1	Per SOW Billing Milestone Schedule
Total One-Time Setup / Implementation Fees	**$217,250**	**Year 1**	**Per SOW Billing Milestone Schedule**
ANNUAL SAAS / MAINTENANCE FEES			
70 Full CAD / Dispatch User Licenses — Hall County E-911/Communications	$66,500/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
500 Field / Mobile CAD User Site License — Hall County Agencies Only	$100,000/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on

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			each anniversary of the Start Date
NCIC / GCIC Maintenance & Support	$12,000/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
NCIC / GCIC Additional Agency Maintenance & Support — 4 Agencies	$2,400/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
ANI/ALI Integration Maintenance & Support	$4,750/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
CentralSquare RMS Integration Maintenance	$2,500/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date

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SmartCop / SmartRMS Integration Maintenance	$2,500/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
SSI / InterOpRMS Integration Maintenance	$2,500/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
Priority Dispatch ProQA Medical Integration Maintenance	$5,000/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
Total Annual Recurring Fees	**$198,150/year**	**Years 1–5**	
TOTAL CONTRACT YEAR 1	**$415,400**	**Year 1**	

- Five-Year Term and Allocation of Fees. This Agreement has a five (5) year Term beginning October 1, 2026 and ending September 30, 2031. For billing purposes, "Contract Year" means each successive twelve (12) month period beginning on the Start Date or an anniversary thereof. Contract Year 1 recurring SaaS, license, maintenance, and support fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability, as defined in the SOW. This deferral of Contract Year 1 recurring

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fee invoicing is an invoicing accommodation only and does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term. One-time Setup / Implementation Fees will be invoiced in accordance with the Implementation and Billing Milestone Schedule set forth in the SOW. Recurring fees for Contract Years 2 through 5 will be invoiced annually on each anniversary of the Start Date.

- External Agency Field / Mobile Users. The 500-user Field / Mobile CAD site license applies solely to Hall County governmental departments and agencies. Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within the 500-user site license. Such External Agencies may purchase Field / Mobile CAD licenses directly from Supplier at $200 per unique user per year, will be invoiced directly by Supplier on Net 30 terms, and will not consume Hall County's 500-user allocation. Hall County shall have no responsibility for fees invoiced directly to an External Agency.
- Referral/marketing partner preferred pricing has been applied (Hall County 911 agrees to be a reference/testimonial as needed)
- Non-Recurring Engineering fees may be applied for major feature requests/development and will require an agreement from the client (in writing) prior to any development.
- NCIC access for the Gainesville Police Department, Oakwood Police Department, Flowery Branch Police Department, and Hall County Sheriff's Office.
- Requires vendor collaboration for data sharing/integrations.
- See the provided quote for more information.

Invoice/Payment Terms

1) Net 30 terms for payment after invoice sent
2) Undisputed amounts remaining unpaid more than sixty (60) days after the applicable due date may accrue interest at 1.5% per month, or the maximum lawful rate if lower.
3) Undisputed amounts remaining unpaid more than ninety (90) days after the applicable due date may result in suspension of affected Services following reasonable written notice and subject to applicable law.

Overdue amounts and service suspension are governed by Section B and applicable law.

Related Services

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Additional Related Services may be requested by the Client during the Term and additional Fees may apply. See the applicable Statement of Work and QU-11266.

Website	https://www.10-8systems.com/
Email addresses for notice	**Supplier** support@10-8systems.com **Client** aletson@hallcounty.org

SIGNED for and on behalf of **10-8 Systems LLC (the Supplier):**

Signed by:
Kevin Ruef
A623DF43DA184C4...

Authorized signatory

Kevin Ruef

Print full name

9/18/2026

Date

SIGNED for and on behalf of Hall County (the Client):

Authorized signatory

Print full name

Date

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

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Agreement	Section A (Agreement and Key Details, including the cover page and signature clauses) and Section B (General Terms).
Confidential Information	the non-public information obtained from the other party in the course of, or in connection with, the Agreement that is marked or otherwise identified as confidential, or that reasonably should be understood to be confidential based on the nature of the information and circumstances of disclosure. Supplier's Confidential Information includes Intellectual Property owned by Supplier or its licensors, including the 10-8 Systems Software, Underlying Systems, non-public technical information, software, source code, object code, system architecture, security information, API specifications, integration specifications, implementation materials, product roadmaps, business methods, know-how, trade secrets, pricing methodology, discount rationale, and confidential commercial or financial information. Client's Confidential Information includes Data. Fees, payment terms, and executed contract terms are not Confidential Information to the extent disclosure is required by applicable public-records or other disclosure law; however, non-public cost models, pricing methodology, discount rationale, security information, technical materials, and trade secrets remain Confidential Information to the extent protected by applicable law.
Data	all data, content, and information, including Personal Information, owned, held, used, or created by or on behalf of Client or Participating Agencies that is stored using, or inputted into, the Services, excluding Analytical Data.
End Date	the end date set out in the Key Details.
External Agency	a municipal, independent, or other governmental public-safety agency that is not a department or agency of Hall County and that obtains access to the shared System pursuant to a separate order, invoice, participation document, or other written authorization from Supplier. External Agency users are not included within Client's 500-user Field / Mobile CAD site-license allocation unless expressly stated otherwise.
Fees	the fees set out in the Key Details, as updated from time to time in accordance with clause 5.4.
Force Majeure	an event that is beyond the reasonable control of a party, excluding: ▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or ▲ a lack of funds for any reason.
Intellectual Property Rights	includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Key Details	the Agreement specific details set out in Section A of the Agreement.

SECTION B: GENERAL TERMS

1 INTERPRETATION

1.1 Definitions: In the Agreement, the following terms have the stated meaning:

Term	Meaning
10-8 Systems Software	the software owned by the Supplier (and its licensors) that is used to provide the SaaS Service.

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Objectionable	includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.
Participating Agencies	Hall County governmental departments and agencies authorized by Client and Supplier to access or use the Services under Client's licensed user allocation, as identified in the applicable Statement of Work, quote, onboarding list, or other written authorization approved by Client and Supplier.
Payment Terms	the payment terms set out in the Key Details (if any).
Permitted Users	those personnel of Client and Participating Agencies who are authorized by Client to access and use the Services in accordance with this Agreement and the applicable End User License Agreement.
Personal Information	information relating to an identified or identifiable individual that is protected as personal information, personal data, or a similar category under applicable privacy law.
Related Services	any related service described in the Key Details and any further services that the Supplier agrees to provide to the Client under the Agreement.
SaaS Service	the service having the core functionality described in the Key Details. [*The SaaS Service is described in more detail on the Website, as the Website is updated from time to time.*]
Services	the SaaS Service and any Related Service.
Start Date	the start date set out in the Key Details.
Underlying Systems	the 10-8 Systems Software, IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third party solutions, systems and networks.
User	a unique login for each person accessing the system.
Website	the internet site at the domain set out in the Key Details, or such other site notified to the Client by the Supplier.
Year	a 12 month period starting on the Start Date or the anniversary of that date.

1.2 **Interpretation:** In the Agreement:

a clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;

b words in the singular include the plural and vice versa;

c a reference to:

i a **party** to the Agreement includes that party's permitted assigns;

ii **personnel** includes officers, employees, contractors and agents, but a reference to the Client's personnel does not include the Supplier;

iii a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;

iv **including** and similar words do not imply any limit; and

v a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;

d no term of the Agreement is to be read against a party because the term was first proposed or drafted by that party; and

e if there is any conflict between Section A and Section B of the Agreement, Section A prevails. With respect to pricing, licensed products, user quantities, agency entitlements, integrations, and implementation scope, QU-11266 and the applicable Statement of Work shall control over a more general provision of Section B.

2 SERVICES

2.1 **General:** The Supplier must use reasonable efforts to provide the Services:

a in accordance with the Agreement and applicable law;

b exercising reasonable care, skill and diligence; and

c using suitably skilled, experienced and qualified personnel.

2.2 **Non-exclusive:** The Supplier's provision of the Services to the Client is non-exclusive. Nothing in the Agreement prevents the Supplier from providing the Services to any other person.

2.3 **Availability:**

a Subject to this Agreement, including the Service Level Agreement set forth in clause 2.4, Supplier will provide the SaaS Service on a 24/7 basis. However, the SaaS Service may occasionally be unavailable for scheduled or emergency maintenance, development activity, Force Majeure, or other circumstances permitted under this Agreement. Supplier will use reasonable efforts to provide advance notice of scheduled maintenance where reasonably practicable and reasonable notice of material unplanned service interruptions as appropriate under the circumstances.

b Through the use of web services and APIs, the SaaS Service interoperates with a range of third party service features. The Supplier does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, the Supplier may cease to make available that feature to the Client. To avoid doubt, if the Supplier exercises its right to cease the availability of a third party feature, the Client is not entitled to any refund, discount or other compensation.

c The Supplier reserves the right, in its sole discretion, to make any changes to the Services and the Underlying Systems that it deems necessary or useful to: (i) maintain or enhance: (A) the quality or delivery of the Supplier's services to its customers; (B) the competitive strength of or market for the Supplier's services; or (C) the Services' cost efficiency or performance; or (ii) to comply with applicable law.

2.4 **Service Level Agreements (SLAs):** The service levels applicable to the SaaS Service are set forth below and form part of this Agreement.

a The Service Level Agreement ("SLA") set forth in this Section applies to Supplier-controlled production Services, system components, APIs, integrations, support services, and performance obligations expressly identified in this Agreement, QU-11266, or the applicable Statement of Work. Supplier shall:

i Make the production CAD system available on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis, subject to the applicable uptime commitments and SLA Measurement and Exclusions set forth in this Section, with support provided in accordance with this SLA and the support provisions of this Agreement.

ii Maintain the CAD system to support real-time emergency dispatch operations in accordance with the availability and performance standards established herein.

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iii Meet the applicable functional, technical, operational, support, and reporting requirements expressly identified in this Agreement, QU-11266, or the applicable Statement of Work.

iv Maintain compliance with applicable regulatory, security, privacy, and data-management requirements to the extent applicable to Supplier's provision of the Services.

b System Availability

i System availability shall be measured against the applicable service window and calculated subject to the SLA Measurement and Exclusions set forth in subsection (d) below. Supplier shall maintain the following minimum system availability levels:

Service Component	Service Window	Uptime Commitment
CAD Application	24/7/365	99.9%
CAD Mobile Interface	24/7/365	99.5%
Supplier-Controlled API & Integration Components	24/7/365	99.5%
Reporting	24/7/365	99.5%

c Incident Response, Service Restoration, and Resolution

i Supplier shall provide timely response, troubleshooting, escalation, service restoration, and resolution for incidents affecting Supplier-controlled portions of the CAD system, related Services, interfaces, or integrations. Incidents shall be classified based on their operational impact and handled in accordance with the following target service levels. Supplier will use commercially reasonable efforts to meet the Target Initial Response Times and Target Service Restoration Times set forth below. These timeframes are service objectives and do not constitute a warranty or guarantee that every incident will be acknowledged, restored, or permanently resolved within the stated period:

Service Level Description	Incident Classification	Target Initial Response Time	Target Service Restoration Time
Critical (P1)	System-wide failure or outage that affects or prevents dispatch operations.	15 minutes	4 hours
High (P2)	Loss or significant impairment of major system functionality (e.g., failure of the mobile CAD)	30 minutes	8 hours
Medium (P3)	Issue affecting a non-critical system component or function that does not prevent primary dispatch operations	6 hours	2 business days
Low (P4)	Minor defects or cosmetic issues that do not materially affect system operation	1 business day	

Incident severity will initially be determined based on the reported operational impact and the classifications set forth above. Supplier may reasonably reclassify an incident based on its actual demonstrated impact, provided Supplier communicates the reclassification to Client. Multiple reports arising from the same underlying event will be treated as a single incident for SLA measurement purposes.

ii Target Initial Response Time means the elapsed time between Supplier's receipt of a properly submitted incident notification through the applicable designated support or emergency-support channel and Supplier's acknowledgment of the incident and initiation of the applicable incident-response or escalation workflow. An acknowledgment generated by Supplier's designated support system will constitute an Initial Response where the acknowledgment confirms receipt of the incident, creates or updates an incident record, and initiates the applicable support or escalation workflow. A generic delivery receipt that does not initiate such workflow will not constitute an Initial Response.

▲ SLA timing begins when Supplier receives the incident through the applicable designated support or emergency-support channel with reasonably sufficient information to identify the affected Service and reported operational impact.

Supplier will provide Client with the applicable designated support and emergency-support channels at or before Production Go-Live and may update such channels from time to time upon reasonable notice to Client.

▲ P1 Target Initial Response Time commitments apply 24/7/365 when properly submitted through Supplier's designated emergency-support channel. P2 Target Initial Response Time commitments apply 24/7/365 where the incident materially affects emergency communications or dispatch operations. P2 incidents that do not materially affect emergency communications or dispatch operations, and all P3 and P4 incidents, will have response and restoration periods measured during Supplier's normal business-support hours. For purposes of this SLA, "normal business-support hours" means Monday through Friday, 8:00 AM to 6:00 PM Pacific Time, excluding Supplier-observed holidays. A "business day" means a weekday on which Supplier is open for normal business operations, excluding Supplier-observed holidays. SLA time measured in business hours or business days pauses outside those periods and resumes at the beginning of the next applicable business-support period.

iii Target Service Restoration Time means the service objective measured from Supplier's receipt of a properly submitted incident notification through the applicable designated support or emergency-support channel to restoration of the affected Supplier-controlled service to normal operation or implementation of a commercially reasonable workaround that restores the affected operational capability. Supplier will use commercially reasonable efforts to achieve the applicable Target Service Restoration Time. Measurement excludes periods during which restoration is materially dependent upon Client or third-party action, access, approval, testing, remediation, availability, or cooperation.

iv Implementation of a workaround or other temporary corrective measure shall not constitute final resolution of an incident. Following restoration of service, Supplier shall continue to investigate and correct the underlying cause of the incident to the extent the underlying cause is within Supplier's reasonable control, until a permanent resolution has been implemented or the Parties reasonably determine that further corrective action depends upon a third party.

v For all Critical (P1) incidents properly reported through Supplier's designated emergency-support channel, Supplier shall provide continuous support and troubleshooting on a 24/7 basis until the affected Supplier-controlled service has been restored or a commercially reasonable workaround has been implemented. For High (P2) incidents that materially affect emergency communications or dispatch operations, Supplier shall continue active support and troubleshooting until the affected Supplier-controlled service has been restored or a commercially reasonable workaround has been implemented. The Target Service Restoration Times above are service objectives and do not limit Supplier's obligation under this subsection to continue reasonable restoration efforts for qualifying P1 and P2 incidents.

vi The Supplier shall keep Client reasonably informed of the status of P1 and P2 incidents throughout the restoration process, including the nature of the issue, actions being taken, anticipated restoration time when reasonably known, and any available workaround.

▲ For Critical (P1) incidents attributable to a Supplier-controlled component, upon Client's reasonable request, Supplier will provide a written root cause analysis within ten (10) business days following service restoration, or such longer period as reasonably necessary for a complex incident. The root cause analysis will describe the cause of the incident, corrective actions taken, and measures implemented or recommended to reduce recurrence, but need not disclose information that Supplier reasonably determines is security-sensitive, privileged, confidential, or proprietary.

▲ Supplier shall not close a P1 or P2 incident solely because service has been temporarily restored. The incident shall remain open, or otherwise remain actively tracked, until the underlying Supplier-controlled issue has been permanently resolved, responsibility for the remaining

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issue has been identified as a third-party dependency, or Client has agreed that no further corrective action is required.

d SLA Measurement, Reporting, and Exclusions

i **Service Boundary and Excluded Downtime**. Availability commitments apply only to Supplier-controlled production Services and shall be measured at Supplier's service boundary. SLA commitments do not apply to sandbox, training, demonstration, development, testing, beta, preview, or other non-production environments or functionality.

Availability calculations shall exclude scheduled maintenance; emergency maintenance reasonably necessary to protect or restore the Services; maintenance or downtime requested or approved by Client; failures or degradation of Client, Participating Agency, or External Agency systems, networks, devices, hardware, local power, browsers, endpoints, firewalls, proxies, VPNs, DNS services, local or wide-area networks, or connectivity; telecommunications, carrier, or Internet service providers; governmental systems or networks; failures, outages, service degradation, capacity constraints, or other unavailability of third-party applications, APIs, interfaces, data sources, systems, networks, cloud infrastructure providers, hosting providers, or managed service providers, including compute, database, storage, networking, identity, DNS, and similar third-party infrastructure services, to the extent such condition is outside Supplier's reasonable control; Force Majeure events; and unauthorized use, configuration, modification, or access not caused by Supplier.

An inability of Client, a Participating Agency, an External Agency, or any individual user to access or use the Services due to a condition outside Supplier's service boundary will not constitute unavailability where the applicable Supplier-controlled production Service remains available at Supplier's service boundary.

For purposes of this SLA, "Supplier's service boundary" means the external-facing endpoint or other applicable delivery boundary at which the Supplier-controlled production Service is made available from Supplier's hosting environment. "Excluded Downtime" means any period excluded from availability calculations under this subsection (d). "Unavailable Minutes" means minutes during which the applicable Supplier-controlled production Service is materially unavailable at Supplier's service boundary, excluding Excluded Downtime.

ii **Measurement**. Availability will be calculated separately for each applicable production Service Component on a calendar-month basis as follows: (total minutes in the applicable Service Window, less Excluded Downtime, less Unavailable Minutes) divided by (total minutes in the applicable Service Window, less Excluded Downtime), multiplied by 100.

Supplier will be responsible for measuring availability using its production monitoring systems, application telemetry, incident records, and service logs. Supplier's records will be the primary source for determining availability and SLA performance, subject to correction for manifest error. Client-reported incidents may be considered in determining availability but will not, standing alone, establish that a Supplier-controlled Service was unavailable.

Degraded performance will constitute Unavailable Minutes only where the applicable Supplier-controlled production Service is materially unable to perform its primary intended function; intermittent latency, isolated user errors, or degradation that does not materially prevent the primary intended function will not constitute unavailability.

iii **SLA Reporting**. Supplier will maintain records reasonably sufficient to calculate SLA performance. Upon Client's reasonable written request, Supplier will provide a summary of SLA performance for the requested period within fifteen (15) business days. Unless otherwise agreed in writing, Supplier is not required to provide recurring, real-time, or automatically generated SLA reports.

Any request by Client to review or dispute an SLA measurement must be submitted in writing within sixty (60) days after the end of the calendar month in which the claimed SLA failure occurred and must include reasonably sufficient information regarding the affected Service, date, time, duration, and reported operational impact. Absent timely notice or manifest error, Supplier's applicable monitoring and service records will control.

iv **Third-Party Infrastructure and Integrations.** Supplier's SLA commitments apply only to components within Supplier's reasonable control and do not constitute a warranty or guarantee regarding the availability, performance, response time, restoration, or continued operation of any third-party application, API, interface, network, cloud infrastructure provider, hosting provider, managed service, governmental system, or other third-party service provider.

Where an incident is caused or materially contributed to by a third-party infrastructure or managed service provider, including a cloud computing, database, storage, networking, DNS, identity, or similar provider, the affected period will constitute Excluded Downtime to the extent the incident is outside Supplier's reasonable control.

For clarity, Excluded Downtime will not include an incident to the extent caused by Supplier's own software defect, configuration error, failure to maintain commercially reasonable capacity, or other act or omission within Supplier's reasonable control, even if the affected Service operates on third-party infrastructure.

Supplier will use commercially reasonable efforts to monitor, escalate, mitigate, fail over where reasonably available and appropriate, and restore affected Services notwithstanding such third-party incident.

v **Response and Restoration Measurement.** Target Initial Response Time commitments begin when Supplier receives a properly submitted incident through the applicable designated support or emergency-support channel with reasonably sufficient information to identify the affected Service and reported operational impact. Target Service Restoration Time measurement excludes periods during which restoration is materially dependent upon Client or third-party action, access, testing, approval, remediation, availability, credentials, documentation, or cooperation.

vi **Effect of SLA Misses**. Any claimed failure to meet an SLA remains subject to the notice-and-cure provisions, Force Majeure provisions, limitations of liability, and other applicable terms of this Agreement. Failure to achieve an SLA commitment during a single incident or measurement period will not, standing alone, constitute a material breach of this Agreement. A material or recurring failure to achieve applicable SLA commitments will remain subject to the notice-and-cure provisions and other remedies expressly available under this Agreement.

2.5 **Additional Related Services:**

a The Supplier may, from time to time, make available additional services to supplement the SaaS Service.

b At the request of the Client and subject to the Client paying the applicable Fees, the Supplier may agree to provide to the Client an additional Related Service on the terms of the Agreement.

3 CLIENT OBLIGATIONS

3.1 **General use:** The Client and its personnel must:

a use the Services in accordance with the Agreement solely for:

i Client's and Participating Agencies' internal government, public safety, emergency communications, law enforcement, fire, EMS, emergency management, and related governmental purposes; and

ii other government purposes required by the law of the Client's jurisdiction; and

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b not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

3.2 **Access conditions:** When accessing the SaaS Service, Client, Participating Agencies, and their respective personnel must:

a not impersonate another person or misrepresent authorization to act on behalf of others or the Supplier;

b correctly identify the sender of all electronic transmissions;

c not attempt to undermine the security or integrity of the Underlying Systems;

d not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;

e not attempt to view, access or copy any material or data other than:

i that which the Client is authorized to access; and

ii to the extent necessary for the Client and its personnel to use the SaaS Service in accordance with this Agreement;

f neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and

g comply with any terms of use on the Website, as updated from time to time by the Supplier.

3.3 **Personnel:**

a Without limiting clause 3.2, no individual other than a Permitted User may access or use the SaaS Service.

b The Client may authorize members of Client's personnel and Participating Agencies' personnel to be Permitted Users, in which case the Client will set up a unique account with the Permitted User's name and other information that the Supplier reasonably requires in relation to the Permitted User.

c The Client must procure each Permitted User's compliance with clauses 3.1 and 3.2 and any other reasonable condition notified by the Supplier to the Client.

d The use of the SaaS Service by any of the Client's personnel, Participating Agencies, and Participating Agencies' personnel (including, to avoid doubt, a Permitted User) shall be subject to the Supplier's end use license agreement, as updated from time to time by the Supplier.

e A breach of any term of the Agreement or the end user license agreement by the Client's personnel, Participating Agencies, and Participating Agencies' personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of the Agreement by the Client.

3.4 **Authorizations:** The Client is responsible for procuring all licenses, authorizations and consents required for Client, Participating Agencies, and their respective personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services.

3.5 **Client Indemnity**: To the extent permitted by applicable law, the Client shall hold harmless the Supplier from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding based on the Client's, or any Permitted User's: (i) negligence or willful misconduct; (ii) use of the 10-8 Systems Software or the Services in a manner not authorized or contemplated by this Agreement; (iii) use of the 10-8 Systems Software or the Services in combination with data, software, hardware, equipment, or technology not provided by the Supplier or authorized by the Supplier in writing; (iv) modifications to the 10-8 Systems Software or the Services not made by the Supplier; or (v) use of any version other than the most current version of the 10-8 Systems Software or the Services delivered to the Client.

4 DATA

4.1 **Supplier access to Data:**

a The Client acknowledges that:

i the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement; and

ii to the extent that this is necessary but subject to clause 7, the Supplier may authorize a member or members of its personnel to access the Data for this purpose.

b The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 4.1a.

4.2 **Analytical Data**: The Client acknowledges and agrees that:

a the Supplier may:

i use anonymous data, content, and information relating to the Client's and the Client's end users' use of the Services to generate anonymized and aggregated statistical and analytical data ("**Analytical Data**"); and

ii use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights.

b the Supplier's rights under clause 4.2a above will survive termination of expiry of the Agreement; and

c title to, and all Intellectual Property Rights in, anonymous Analytical Data is and remains the Supplier's property.

4.3 **Personal Information; Data Security:**

a The Supplier will employ security measures in accordance with the Supplier's data privacy and security policy as amended from time to time, a current copy of which is available at https://go.10-8systems.com/privacy-policy.php.

b The Client has and will retain sole responsibility for: (i) all Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of the Client or any Permitted User in connection with the Services; (iii) the Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by the Client or through the use of third-party services ("**Client Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Permitted Users' access credentials, with or without the Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

c The Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Data, including the uploading or other provision of Data for processing by the Services.

d The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, the Supplier is acting as an agent of the Client for the purposes of any applicable privacy law.

e The Client must obtain all necessary consents from the relevant individual to enable the Supplier to collect, use, hold and process that information in accordance with the Agreement.

4.4 **Backups of Data:** Supplier will use commercially reasonable measures consistent with its standard backup and disaster recovery procedures to maintain backups of Data stored using the Services. Client may, at its discretion, maintain separate backup copies of Data available to Client. Supplier's backups are maintained for service continuity and disaster recovery purposes and are not intended to replace **Client's independent records-**

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retention, archival, legal-preservation, or similar obligations under applicable law or Client policy.

4.5 **Data Indemnity:** To the extent permitted by law, the Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including reasonable attorneys' fees and legal costs) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

5 FEES

5.1 **Fees:** The Client must pay to the Supplier the Fees.

5.2 **Invoicing and payment:**

a The Supplier will provide the Client with valid tax invoices on the dates set out in the Payment Terms, or if there are none, monthly in arrears for the Fees due in the previous month.

b The Fees exclude tax, which the Client must pay on taxable supplies under the Agreement.

c The Client must pay the Fees:

i on the dates set out in the Payment Terms, or if there are none, by the 20th of the month following the date of invoice; and

ii electronically in cleared funds without any set off or deduction.

5.3 **Overdue amounts:** The Supplier may charge interest on overdue amounts at the rate stated in the Key Details, or, if no rate is stated, at the maximum lawful rate reasonably selected by Supplier, in each case not to exceed the maximum rate permitted by applicable law.

5.4 **Fee Adjustments:**

a Recurring License Fees, Maintenance Fees, and other recurring Service Fees identified in the Key Details shall remain fixed during the Initial Term, except that:

i Fees may be adjusted to reflect net-new Users, External Agency Users, integrations, modules, professional services, change requests, or other additional Services expressly requested or approved in writing by the applicable purchasing entity;

ii Fees may be adjusted to pass through new or increased taxes, regulatory surcharges, third-party licensing fees, royalty fees, certification fees, or other third-party charges imposed after the Effective Date and outside Supplier's reasonable control, provided Supplier gives reasonable prior written notice and supporting information; and

iii Nothing in this Section requires Supplier to perform material additional development, redevelopment, integration work, or expanded scope without a mutually agreed change order where required under the applicable Statement of Work.

6 INTELLECTUAL PROPERTY

6.1 **Ownership and License:**

a Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of the Supplier (and its licensors). The Client must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

b Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. The Client grants the Supplier a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement.

c Subject to the terms and conditions of this Agreement and the end user license agreement, the Supplier hereby grants the Client a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the 10-8 Systems Software solely for Client's and Participating Agencies' internal government, public safety, emergency communications, law enforcement, fire, EMS, emergency management, and related governmental purposes up to the number of Permitted Users set forth in the Key Details. The total number of Permitted Users will not exceed the number set forth in the Key Details, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the license fees payable hereunder. The Supplier reserves all rights not expressly granted to the Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the Client, any Participating Agency, any Permitted User, or any third party any Intellectual Property Rights or other right, title, or interest in or to the SaaS Services or any of the Underlying Systems.

d The Client shall not use the 10-8 Systems Software or the Services for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, the Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the 10-8 Systems Software or the Services, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the 10-8 Systems Software or the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the 10-8 Systems Software, in whole or in part; (iv) remove any proprietary notices from the 10-8 Systems Software or the Services; or (v) use the 10-8 Systems Software or the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

6.2 **Know-how:** In furtherance of the foregoing, the Client hereby unconditionally and irrevocably grants to the Supplier an assignment of all right, title, and interest in and to all Intellectual Property Rights relating to the Services, the Website, or any Underlying System. To the extent such assignment is not effective for the Supplier to own such Intellectual Property Rights, the Client grants the Supplier a royalty-free, transferable, irrevocable, fully paid-up, worldwide and perpetual license to any know-how, techniques, ideas, methodologies, and similar Intellectual Property Rights used by the Supplier as part of the Services, the Website, or any Underlying System.

6.3 **Feedback:** If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together feedback):

a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and

b the Supplier may use or disclose the feedback for any purpose.

6.4 **Third party sites and material:** The Supplier may from time to time in its discretion engage third parties to perform Services. The Client acknowledges that the SaaS Service may link to third party websites or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any Supplier endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, the Supplier excludes all responsibility or liability for those websites or feeds.

6.5 **Third party Intellectual Property Rights Indemnity:**

a The Supplier indemnifies the Client against any claim or proceeding brought against the Client to the extent that claim or proceeding alleges that the Client's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim). The indemnity is subject to the Client:

i promptly notifying the Supplier in writing of the IP Claim;

ii making no admission of liability and not otherwise prejudicing or settling the IP Claim, without the Supplier's prior written consent; and

iii giving the Supplier complete authority and information required for the Supplier to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Supplier's account.

b The indemnity in clause 6.5a does not apply to the extent that an IP Claim arises from or in connection with:

i the Client's breach of the Agreement;

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ii use of the SaaS Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by the Supplier; or

iii any third party data or any Data.

c If at any time an IP Claim is made, or in the Supplier's reasonable opinion is likely to be made, then in defense or settlement of the IP Claim, the Supplier may (at the Supplier's option):

i obtain for the Client the right to continue using the items which are the subject of the IP Claim; or

ii modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

7 CONFIDENTIALITY

7.1 **Security:** Each party must, unless it has the prior written consent of the other party:

a keep confidential at all times the Confidential Information of the other party;

b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorized access or use; and

c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 7.1a and 7.1b.

7.2 **Permitted disclosure:** The obligation of confidentiality in clause 7.1 does not apply to any disclosure or use of Confidential Information:

a for the purpose of performing the Agreement or exercising a party's rights under the Agreement;

b required by law (including under the rules of any stock exchange);

c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;

d which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or

e by the Supplier if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 7.

If Client receives a request under applicable public-records, freedom-of-information, or other disclosure law seeking 10-8 Systems Confidential Information, Client will, to the extent legally permitted and reasonably practicable, promptly notify 10-8 Systems in writing and provide a reasonable opportunity for 10-8 Systems to identify information that may be exempt from disclosure, propose redactions, or seek a protective order or other relief at 10-8 Systems' expense. Client will reasonably cooperate with 10-8 Systems in connection with such efforts, but Client is not required to violate applicable law, a court order, or other binding legal requirement. Any disclosure required by applicable law after compliance with this process will not constitute a breach of this Agreement.

8 WARRANTIES

8.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

8.2 **No implied warranties:** To the maximum extent permitted by law:

a the Supplier's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded; and

b the Supplier makes no representation concerning the quality of the Services and does not promise that the Services will:

i meet the Client's requirements or be suitable for a particular purpose, including that the use of the Services will fulfill or meet any statutory role or responsibility of the Client; or

ii be secure, free of viruses or other harmful code, uninterrupted or error free.

8.3 **Consumer Protection Waiver:** The Client agrees and represents that it is purchasing the Services, and entering the Agreement, for the purposes set forth herein and that, to the maximum extent permissible by law, any applicable consumer protection legislation does not apply to the supply of the Services or the Agreement.

8.4 **Limitation of remedies:** Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of the Supplier for any breach of that condition or warranty is limited, at the Supplier's option, to:

a supplying the Services again; and/or

b paying the costs of having the Services supplied again.

9 LIABILITY

9.1 **Limitation of liability:** TO THE EXTENT ALLOWED BY APPLICABLE LAW LIABILITY SHALL BE LIMITED AS FOLLOWS: EXCEPT FOR FRAUD, IN NO EVENT WILL THE SUPPLIER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; OR (f) PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, IN EACH CASE REGARDLESS OF WHETHER THE CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AN AMOUNT EQUAL TO TWENTY-FIVE THOUSAND DOLLARS ($25,000).

9.2 **No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

9.3 **Mitigation:** Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

10 TERM, TERMINATION AND SUSPENSION

10.1 **Duration:** This Agreement begins on the Start Date and continues through the End Date stated in the Key Details (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Following expiration of the Initial Term, the Parties may renew the Agreement by mutual written agreement.

10.2 **Other termination rights:**

a Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

i breaches any material provision of the Agreement and the breach is not:

- remedied within 30 days of the receipt of a notice from the first party requiring it to remedy the breach; or
- capable of being remedied;

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ii becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or

iii is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.

b If the remedies in clause 6.5c are exhausted without remedying or settling the IP Claim, the Supplier may, by notice to the Client, immediately terminate the Agreement.

10.3 **Consequences of termination or expiry:**

a Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.

b On termination or expiry of the Agreement, the Client must pay all Fees for Services provided prior to that termination or expiry. No refunds will be provided for unused Services.

c Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement and **subject to clause 10.3d**, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

d At any time prior to one month after the date of termination or expiry, the Client may request:

i a copy of any Data stored using the SaaS Service, provided that the Client pays the Supplier's reasonable costs of providing that copy. On receipt of that request, the Supplier must provide a copy of the Data in a common electronic form. The Supplier does not warrant that the format of the Data will be compatible with any software; and/or

ii deletion of the Data stored using the SaaS Service, in which case the Supplier must use reasonable efforts to promptly delete that Data.

iii To avoid doubt, the Supplier is not required to comply with clause 10.3(d)(i) to the extent that the Client previously requested deletion of the Data.

10.4 **Suspension of Services:** In the event Client fails to pay an undisputed invoice for more than ninety (90) days after the applicable due date, Supplier may, following reasonable written notice and subject to applicable law, suspend affected Services until the undisputed overdue amount is paid. Supplier may also restrict or suspend Services where reasonably necessary to address a material security threat, unauthorized access, unlawful use, or other material breach presenting an immediate risk to the Services, Supplier, Client, or third parties. Supplier shall not be liable for damages or losses resulting from a suspension properly exercised under this Section.

11 OBLIGATIONS, RIGHTS AND RESTRICTIONS

11.1 **Obligations continuing:** Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including clauses 3.5, 4.5, 5.3, 6, 7, 9, 10.3, 11, 12 and 13 continue in force.

11.2 **Rights to restrict:** Without limiting any other right or remedy available to the Supplier, the Supplier may restrict or suspend the Client's access to the SaaS Service and/or delete, edit or remove the relevant Data if the Supplier considers that the Client, Participating Agencies, or any of their respective personnel has:

a undermined, or attempted to undermine, the security or integrity of the SaaS Service or any Underlying Systems;

b used, or attempted to use, the SaaS Service:

i for improper purposes; or

ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service;

c transmitted, inputted or stored any Data that breaches or may breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or

d otherwise materially breached the Agreement; or

e shared or allowed others to access the Client's account or login credentials, without the prior written consent of the Supplier.

11.3 **Process:**

a The Supplier must notify the Client where it restricts or suspends the Client's access, or deletes, edits or removes Data, under clause 11.2.

b Clause 10.3(d)(i) will not apply to the extent it relates to Data deleted or removed under clause 11.2.

12 DISPUTES

12.1 **Good faith negotiations:** Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations. The parties agree to negotiate in good faith for a period of no less than 30 days after written notice is given to the other party of the dispute. These efforts must be documented and verifiable (phone records, emails, certified mail).

12.2 **Obligations continue:** Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

12.3 **Right to seek relief:** This clause 12 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

12.4 **Attorney's fee provision:** Should it become necessary to place this account with an attorney for collection or litigation, the Supplier shall be entitled to reimbursement of its actual attorneys' fees and costs incurred to the extent permitted by applicable law or another written agreement between the Parties. If it becomes necessary to file suit to collect on an invoice, venue shall be in Hall County, Georgia, unless applicable law requires otherwise. The prevailing party shall be entitled to its reasonable attorneys' fees and costs to the extent permitted by applicable law. Neither party shall be entitled to consequential damages except as expressly noted herein.

13 GENERAL

13.1 **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

a immediately notifies the other party and provides full information about the Force Majeure;

b uses best efforts to overcome the Force Majeure; and

c continues to perform its obligations to the extent practicable.

13.2 **Participating Agencies; No Independent Enforcement Rights.** The parties acknowledge that the Services are intended to be used by Client and Participating Agencies authorized by Client under its Intergovernmental Agreement. Participating Agencies and their Permitted Users may receive the benefit of and use the Services solely as authorized by Client and subject to this Agreement and the applicable End User License Agreement. Except for the limited right of Participating Agencies and their Permitted Users to access and use the Services as authorized by Client, this Agreement is for the sole benefit of Supplier and Client. No Participating Agency or other third party shall have any independent right to enforce this Agreement, assert claims directly against Supplier, seek damages, refunds, credits, indemnity, termination, audit rights, service credits, or other remedies, or otherwise expand Supplier's duties, warranties, indemnities, liabilities, or obligations beyond those owed to Client under this Agreement. Client remains the sole contracting party, payment party, notice party, contract administrator, and party authorized to assert or resolve claims with respect to Client and Participating Agencies covered under Client's licensed user allocation. External Agencies separately purchasing licenses from Supplier are responsible for their own fees and payment obligations, and Client shall have no liability for amounts separately invoiced to an External Agency.

13.3 **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

13.4 **Independent contractor:** Subject to clause 4.3, the Supplier is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

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13.5 **Notices:** A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.

13.6 **Severability:**

a If any provision of the Agreement is, or becomes, illegal, unenforceable or invalid, the relevant provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity.

b If modification under clause 13.6(a) is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting the legality, enforceability or validity of the remaining provisions of the Agreement.

13.7 **Variation:** Subject to clause 5.4, any variation to the Agreement must be in writing and signed by both parties.

13.8 **Entire agreement:** The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract and that it is fair and reasonable that the parties are bound by this clause 13.8.

13.9 **Subcontracting and assignment:** The Client may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Supplier, that consent not to be unreasonably withheld. The Client remains liable for its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.

13.10 **Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to any conflict-of-law provision that would cause the application of the laws of another jurisdiction, except to the extent applicable law requires otherwise. Any action, suit, or other legal or administrative proceeding arising out of or related to this Agreement shall be brought in Hall County, Georgia, except where applicable law requires a different forum. Notwithstanding the foregoing, Supplier may seek temporary, preliminary, or permanent injunctive relief or other equitable relief in any court of competent jurisdiction to prevent or address actual or threatened misuse, unauthorized access, misappropriation, infringement, or disclosure of Supplier's Intellectual Property Rights, Confidential Information, trade secrets, software, systems, security information, or Services.

13.11 **Government rights:** Each of the 10-8 Systems Software and the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101 or any similar applicable state or municipal law, rule, or regulation, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212 or any similar applicable state or municipal law, rule, or regulation. Accordingly, if the Client is an agency of the U.S. government, other government or governmental agency, or any contractor therefor, the Client only receives those rights with respect to the 10-8 Systems Software and the Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors, or (c) the appropriate corollary provisions of any similar applicable state or municipal law, rule, or regulation.

13.12 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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10-8 Systems

End User License Agreement (EULA)

Confidentiality Notice. This EULA and related documentation may contain 10-8 Systems non-public technical, security, product, architecture, software, API, integration, implementation, business process, know-how, trade secret, and confidential commercial information. Such information shall be treated as confidential and protected from disclosure to the extent permitted by applicable law. Nothing in this EULA requires Client to withhold records that must be disclosed under applicable public-records or other disclosure law. Public-records requests involving 10-8 Systems Confidential Information shall be handled in accordance with Section 7.2 of the SaaS Agreement.

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END USER LICENSE AGREEMENT

Last updated December 11, 2024

The 10-8 Systems software, hereafter referred to as the "Licensed Application", is licensed to You ("End-User") by 10-8 Systems LLC, located and registered at 27201 Puerta Real, Suite 300, Mission Viejo, California 92691, United States ("Licensor"), for use solely under the terms of this End User License Agreement ("EULA") and the 10-8 Systems SaaS Agreement (the "SaaS Agreement") between Licensor and the department or agency ("Client") that is providing you access as a permitted user.

BY DOWNLOADING THE LICENSED APPLICATION FROM APPLE'S APP STORE, GOOGLE'S GOOGLE PLAY (COLLECTIVELY REFERRED TO HEREIN AS "APP STORES"), OR BY ACCESSING THE LICENSED APPLICATION THROUGH ANY OTHER MEANS, INCLUDING BUT NOT LIMITED TO ANY INTERNET-ENABLED DEVICE, WEB BROWSER, OR WINDOWS APPLICATION, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EULA.

This EULA acknowledges that Apple and Google, as providers of their respective App Stores, are not parties to this EULA and have no obligations with regard to the Licensed Application, including but not limited to warranty, liability, maintenance, and support thereof. Licensor, not the App Stores, is solely responsible for the Licensed Application and its content.

Licensor ensures that this EULA complies with the latest Apple Media Services Terms and Conditions and Google Play Services Terms and Conditions (collectively referred to as "Usage Rules"). The terms of this EULA will not conflict with the Usage Rules as acknowledged by Licensor.

The Licensed Application, including any associated mobile application provided by Licensor, is licensed to you under the terms of this EULA. The Licensor reserves all rights not expressly granted to you within this EULA. The Licensed Application is compatible with devices that operate with Apple's iOS, Google's Android, and Mac OS, in addition to other internet-enabled devices and Windows applications.

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1. THE APPLICATION

The Licensed Application, developed by Licensor, is software that facilitates access to a computer-aided dispatch (CAD), mobile computer-aided dispatch (CAD) system, and record management system (RMS) through internet browsers and mobile devices. The

application is tailored for use on iOS devices, Android devices, and web browsers and enables users to view assigned call information, records, and other critical data remotely. Additionally, it provides push notification alerts for new dispatch calls and utilizes GPS tracking to display the user's location on the Locator map for effective monitoring when the user is mobile, such as away from their vehicle or on foot patrol.

The design of the Licensed Application adheres to best practices pertaining to the Criminal Justice Information Services (CJIS) and the Health Insurance Portability and Accountability Act (HIPAA), ensuring that sensitive information is handled in accordance with these standards. As the End-User, you are obliged to use the Licensed Application in compliance with all relevant laws, rules, and regulations, including but not limited to those related to CJIS and HIPAA. It is your responsibility to ensure that your usage adheres to these legal requirements. The Licensed Application must not be used in any manner that contravenes the Gramm-Leach-Bliley Act (GLBA) or any other applicable regulations.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on Devices that are approved by Client and that you (End-User) own or control, and as permitted by the Usage Rules and other Third-Party Terms (as defined in Section 9.7 hereof). The Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing, but only on approved devices. You may not (i) share your login credentials for the Licensed Application with any other person; (ii) sublicense, copy, distribute, modify, or create derivative works of the Licensed Application or any Third-Party Components (as defined in Section 9.7 hereof); (iii) sell or lease access to the Licensed Application or any Third-Party Components; (iv) decompile, reverse engineer, or otherwise attempt to derive the source code of the Licensed Application or any Third-Party Components, (v) circumvent any security features of, or otherwise impair the proper functioning of, the Licensed Application or any Third-Party Components, or (vi) attempt to do any of the above.

2.2 This license will also govern any updates of the Licensed Application provided by the Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate license is provided for such update, in which case the terms of that new license, along with the Usage Rules and other Third-Party Terms will govern.

2.3 You may not share or make the Licensed Application available to third parties (unless to the degree allowed by the Usage Rules, and with Licensor's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application or any Third-Party Components without Licensor's prior written permission.

2.4 You may never reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof, including any Third-Party Components, under any circumstances. This is strictly prohibited, except with Licensor's prior written consent.

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Licensed Application or portions thereof, including any Third-Party Components. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the Usage Rules, and any other terms and conditions that apply to the device or software used, including all Third-Party Terms. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict Third-Party terms. When using the Licensed Application, You must ensure that You comply with applicable Third-Party Terms and conditions.

2.9 End-Users of the Licensed Application must utilize it strictly within their professional capacity and abide by all relevant laws, regulations, and rules. When using the Licensed Application for law enforcement or criminal justice purposes, End-Users are required to adhere to all pertinent laws, including, but not limited to, the Criminal Justice Information Services (CJIS) Security Policy. Similarly, End-Users involved in healthcare-related activities must ensure compliance with all relevant laws, including the Health Insurance Portability and Accountability Act (HIPAA) and any associated regulations. It is the sole responsibility of End-Users to input accurate and complete information into the Licensed Application and to uphold the confidentiality and security of any sensitive or protected data, which includes information governed by CJIS and HIPAA.

2.10 You acknowledge and agree that the Licensed Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Application under this EULA, or any other rights thereto other than to use the Licensed Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this EULA. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Licensed Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

3. TECHNICAL REQUIREMENTS

3.1 The Licensed Application can be accessed from any Devices that You (End-User) own or control, including any internet-enabled device, web browser, iOS device, or Android device. The Licensed Application requires a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware and accessing the application using Google Chrome or Safari web browsers for the best experience.

3.2 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are responsible for ensuring that your computers, devices, web browsers, and applications are up to date to ensure compatibility with the Licensed Application. Licensor does not guarantee that the Licensed Application will work with outdated or unsupported software or hardware. You are not granted rights to claim such an update.

3.3 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device, web browser, and any other hardware or software on which You intend to use the Licensed Application satisfies the technical specifications mentioned above and is up to date. Licensor recommends using the latest available versions of all hardware and software for optimal performance. If You have any questions about technical specifications or compatibility, You may contact Licensor or consult the supplier of Your hardware or software for more details.

3.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. If you have any questions or concerns regarding the maintenance and support services provided by the Licensor, you can contact them at the contact information provided in Section 12 for this Licensed Application. Please note that it is your responsibility to ensure that your computer, device, browser, and applications are up-to-date and compatible with the Licensed Application. For more information on technical requirements, please contact the Licensor or verify with the supplier.

4.2 The Licensor and the End-User recognize that the App Stores are not obligated to provide any maintenance or support services regarding the Licensed Application, except as explicitly outlined in the relevant Statement of Work (SOW) or the SaaS Agreement between the Licensor and Client. Furthermore, the Licensor disclaims responsibility for the upkeep and support of any third-party systems and infrastructure utilized in conjunction with the Licensed Application, which includes any Third-Party Components, unless such responsibilities are specifically assumed within the written terms of the applicable SOW or SaaS Agreement.

4.3 The Licensor may from time to time in its sole discretion develop and provide Licensed Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either: (a) the Licensed Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Licensed Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Licensed Application and be subject to all terms and conditions of this EULA.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust your downloaded Licensed Application content and your personal information, and that Licensor's use of such material and information is subject to your legal agreements with Licensor and Licensor's privacy policy, which can be accessed at https://go.10-8systems.com/privacy-policy.php.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

6. USER-GENERATED CONTRIBUTIONS

The Licensed Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this EULA.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness or each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this EULA.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates any provision of this EULA, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this EULA and may result in, among other things, termination or suspension of your rights to use the Licensed Application.

7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Licensed Application or making Contributions accessible to the Licensed Application by linking your account from the Licensed Application to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF FRAUD, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION OR THE CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. DISCLAIMER OF WARRANTIES

THE LICENSED APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9.2 You are required to inspect the Licensed Application immediately after installing it and notify Licensor about issues discovered without delay by email provided in Contact Information. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.

9.4 If we confirm that the Licensed Application is defective, Licensor reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 To the maximum extent permitted by applicable law, the Services Store Operator will have no warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

9.6 The Licensed Application incorporates elements and software provided by third parties ("Third-Party Components") governed by terms and conditions provided by such third parties ("Third-Party Terms"), and to which you automatically consent by your download of the Licensed Application. You acknowledge that you are solely responsible for complying with any Third-Party terms and conditions related to the use of the Third-Party Components. To the extent permitted by applicable law, Licensor disclaims all warranties, express or implied, with respect to any Third-Party Components, including but not limited to any warranties of merchantability, fitness for a particular purpose, non-infringement, and compatibility with the Services.

10. PRODUCT CLAIMS

The Licensor and the End-User recognize that the Licensor, not the App Stores, holds responsibility for managing any claims made by the End-User or any third party in connection with the Licensed Application or the End-User's use thereof. This encompasses claims including, but not limited to:

(i) product liability claims;
(ii) any assertion that the Licensed Application does not comply with applicable legal or regulatory requirements;
(iii) claims stemming from consumer protection, privacy, or related legislation, which may involve the Licensed Application's interaction with HealthKit, HomeKit, as well as any similar frameworks on other platforms, including but not limited to Android's Health Connect and any relevant Android ecosystem services.

11. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or the US Government has designated that as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

12. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

10-8 Systems Support
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691
United States
support@10-8systems.com

13. TERMINATION

The license granted under this EULA remains in effect until terminated by either the Licensor or the End-User. This EULA and your access to the Licensed Application shall terminate automatically upon termination of the SaaS Agreement or upon your ceasing to be a permitted user of Client. The Licensor may terminate this EULA and your access to the Licensed Application immediately and without notice if you breach any terms, including the permitted use of the Licensed Application, any Third-Party Components, or any Third-Party Terms. Any use of the Licensed Application or Third-Party Components in violation of applicable laws, regulations, or standards, including but not limited to those related to the Criminal Justice Information Services (CJIS) and the Health Insurance Portability and Accountability Act (HIPAA), will result in immediate termination of this EULA. Upon termination, you must stop all use of the Licensed Application and erase all copies of the Licensed Application that are in your possession or control. All disclaimers, indemnities, and limitations of liability described in this EULA shall survive its termination.

14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

You represent and warrant that You will comply with applicable Third-Party Terms of agreement when using the Licensed Application.

The parties agree that any third-party licensors, suppliers, partners, or service providers of the Licensor, shall be third-party beneficiaries of this EULA, with the right to enforce the provisions of this agreement that relate to their respective products or services. The rights of the third-party beneficiaries are in addition to any rights and remedies that such licensors, suppliers, or service providers may have under their own agreements or applicable law.

The parties agree that any third-party licensors, suppliers, partners, or service providers of Licensor shall be entitled to rely upon and enforce the terms of this Agreement that directly concern such third parties. Any such third parties shall be considered third-party beneficiaries of this Agreement.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple's subsidiaries shall be third-party beneficiaries of this EULA and — upon Your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary thereof.

In accordance with CommSys, Inc.'s "End User Flow Down Terms and Conditions", CommSys, Inc. and its affiliates shall be third-party beneficiaries of this EULA, and upon Your acceptance of the terms and conditions of this EULA and Your download of the Licensed Application, You will automatically be bound by such End User Flow Down Terms and Conditions (which are included in the Third-Party Terms for purposes of this Agreement), and CommSys shall have the right (and will be deemed to have accepted the right) as a third-party beneficiary hereof to enforce this EULA against You.

The Licensed Application, including any Third-Party Components, incorporates elements and software provided by third parties and is governed by the Third-Party Terms and conditions provided by such third parties. You acknowledge that you are solely responsible for complying with any Third-Party Terms and conditions related to the use of the Licensed Application and any Third-Party Components, including the terms and conditions related to Google Maps and Amazon Web Services, and CommSys' End User Flow Down Terms and Conditions.

The Licensed Application contains Third-Party Components owned by CommSys, Inc. Users of the Licensed Application are subject to and are obligated to comply with CommSys' End User Flow Down Terms and Conditions, a copy of which are attached to this EULA, and which may also be viewed in Appendix: A.

Users of the Licensed Application that utilize Google Maps are subject to the Google Maps/Google Earth Additional Terms of Service (which includes the Google Privacy Policy), which can be accessed by following the provided links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Users of the Licensed Application that utilize Amazon Web Services are subject to Amazon Web Services Additional Terms of Service, which can be accessed by following the provided links:

Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

15. INTELLECTUAL PROPERTY RIGHTS

The Licensor and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, the Licensor shall have the right, but not the obligation, to defend, settle, or compromise any such intellectual property infringement claims. The End-User shall cooperate with the Licensor in the defense of such claims. The Licensor shall not be liable for any settlement or compromise of such claims made without its prior written consent.

16. APPLICABLE LAW

16.1 This EULA is governed by the laws of the jurisdiction governing the SaaS Agreement, excluding its conflicts of law rules. Any legal action or proceeding relating to this EULA shall be instituted in a state or federal court located in the same jurisdiction as set forth in the SaaS Agreement, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

17. MISCELLANEOUS

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

17.3 The End-User may not assign this EULA or any rights or obligations under this EULA without the prior written consent of Licensor.

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

17.4 Any notices required to be given under this EULA must be in writing and delivered by email to the email addresses provided in the Contact Information section.

17.5 The headings used in this EULA are for convenience only and do not affect the interpretation of this EULA.

17.6 The failure of either party to enforce any provision of this EULA will not constitute a waiver of that provision or of any other provision of this EULA.

18. Appendix: A

CommSys Flow Down End User License Terms and Conditions

CommSys, Inc., an Ohio corporation ("CommSys") is the owner of certain components ("Third-Party Components") of the Licensed Application (the "Software") licensed to You (End User) and Your authorized users (collectively, "you") by 10-8 Systems LLC, a California limited liability company ("10-8") under the End User License Agreement between you and 10-8 (the "End User License Agreement").

As a condition to the grant to you under the End User License Agreement of a sublicense to use the CommSys Products (as defined below) which are included in the Software, and in addition to the restrictions on the scope and use of the sublicense grants contained in the End User License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms, and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the End User License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

> "CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware", "services", or otherwise, wherever resident on any media, and whether separately licensed, sublicensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the End User License Agreement is subject to your strict compliance with the following CommSys Terms and Conditions:

> (a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically upon your failure to comply with any of the CommSys Terms and Conditions. You shall have no title to, or otherwise obtain any rights or interests in the CommSys Products other than the limited sublicense to use such CommSys Products in accordance with the End User License Agreement.
>
> (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, application programming interfaces, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
>
> (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the End User License Agreement (as it pertains to the

CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.

(d) You may not: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the [Software][Services]; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

(e) You shall promptly notify 10-8 of any actual or suspected use, disclosure, infringement, misappropriation, or unauthorized access of or to the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.

(f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the End User License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.

(g) You shall not, directly or indirectly, nor cause or allow any other Person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

(h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore you agree that CommSys is a third-party beneficiary of the End User License Agreement, and in such capacity is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i) Your right to use the CommSys Products shall terminate, and all use of the CommSys Products shall immediately cease: (A) upon the termination of the End User License Agreement; (B) in the event you cease to use the CommSys Products; or (C) in the event of a breach by you of any of these terms and conditions. These terms shall survive any such termination, including a termination of the End User License Agreement.

(j) You agree that no relationship of any kind other than that of sublicensor and sublicensee is created between you and CommSys, and that neither you nor CommSys will represent or hold out to be an agent, representative, employee, partner, or joint venture of the other, nor shall you or CommSys transact any business in the name of the other party nor on the other party's behalf, nor in any manner or form, make promises, representations, or warranties, or incur any liability for or on behalf of the other party.

(k) You may not assign any of your rights or obligations with respect to the CommSys Products or with respect to these CommSys Terms and Conditions.

ALL COMMSYS PRODUCTS ARE PROVIDED TO YOU "AS IS", AND NEITHER COMMSYS NOR 10-8 MAKES, AND COMMSYS AND 10-8 EACH HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY NATURE WITH RESPECT TO THE COMMSYS PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF ERROR-FREE OR UNINTERRUPTED OPERATION, ACCURACY, OR

ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND FURTHER PROVIDED THAT NEITHER COMMSYS NOR 10-8 MAKES ANY REPRESENTATIONS OR WARRANTIES, OR ASSUMES ANY LIABILITIES, WITH RESPECT TO ANY THIRD PARTY PROGRAMS OR APPLICATIONS. IN NO EVENT SHALL COMMSYS OR 10-8 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, LOSS OF BUSINESS, GOODWILL, DATA, REVENUES, OR PROFITS, OR ARISING OUT OF THIRD PARTY ACTIONS, TORT CLAIMS, OR CLAIMS UNDER STATUTE, BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

10-8 Systems LLC
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691
1-866-410-8797
10-8Systems.com

Statement of Work

This Statement of Work (this "SOW") is entered into under the 10-8 Systems SaaS Agreement (the "Agreement") by and between 10-8 Systems LLC ("Supplier") and Hall County ("Client"), the terms and conditions of which are incorporated by reference. This SOW will be effective as of the date when the last signature is affixed below ("Effective Date"), unless the Agreement specifies a different controlling date. The products, services, quantities, and commercial terms applicable to this project are identified in QU-11266. Capitalized terms not defined in this SOW have the meanings given to them in the Agreement.

PROJECT DESCRIPTION

Both parties acknowledge that the System is intended to benefit Client and any Participating Agencies authorized by Client. Supplier and Client will work collaboratively on the project tasks identified in this SOW and in the approved proposal or quote. Supplier is responsible only for the project tasks expressly assigned to Supplier in QU-11266 and this SOW, which may include contracted interfaces, specified configuration-data migration, testing, implementation, documentation, training, go-live, the Post-Go-Live Historical Data Searching Tool, and maintenance support. Client is responsible for establishing any agreements required with Third Party Providers and for paying Third Party Provider fees unless QU-11266 or another written agreement expressly states otherwise.

The SOW outlines the primary implementation framework, scope, tasks, dependencies, and responsibilities of the Parties.

Item	Detail
Setup / Implementation	1. Implementation & Project Management 2. System Configuration & Development 3. Migration of existing call types, unit types, and radio channels 4. Two (2) days of on-site training 5. System testing, user acceptance support, cutover planning, and production go-live support 6. Post-Go-Live Historical Data Searching Tool for one (1) CentralSquare database covering up to the previous thirty-six (36) months, to be completed following Production Go-Live and subject to Client providing accessible, complete, and usable source data in a mutually supported format 7. Integration implementation as expressly identified in QU-11266 and this SOW.
Software System Access	• Seventy (70) Full CAD / Dispatch User licenses for Hall County E-911/Communications. • Five-hundred (500) Field / Mobile CAD User licenses under a Hall County governmental-agency site license. • The 500-user Field / Mobile CAD site license is limited to Hall County governmental departments and agencies. • Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within Hall County's 500-user allocation and may purchase Field / Mobile CAD access directly from Supplier at $200 per unique user annually under separate billing arrangements.
NCIC Maintenance	Maintain and support the NCIC/GCIC integration for Hall County E-911 and four (4) additional agency configurations: Gainesville Police Department, Oakwood Police Department, Flowery Branch Police Department, and Hall County Sheriff's Office.

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ANI/ALI Integration Maintenance	Maintain and support the contracted ANI/ALI integration identified in QU-11266, subject to continued availability and reasonable cooperation of the applicable third-party ANI/ALI provider.

CONTRACTED INTEGRATIONS

Supplier will implement and support the integrations expressly identified in QU-11266, subject to the scope, directionality, vendor-collaboration requirements, assumptions, exclusions, and maintenance terms stated in QU-11266 and this SOW.

Where an integration is identified as a "CAD Data Export," "Send CAD Data," "Data Feed," or similar export function, the integration is limited to the expressly stated data-export function and does not include bidirectional synchronization, write-back, full application interoperability, or other functionality unless expressly identified in writing.

All integrations are subject to the applicable third-party vendor maintaining commercially and technically available interfaces, APIs, credentials, documentation, testing environments, approvals, licenses, and reasonable cooperation.

A technology inventory, integration spreadsheet, existing-system list, discovery document, or similar informational material provided by Client does not itself create an obligation for Supplier to develop, implement, support, or maintain an integration unless that integration is expressly identified in QU-11266, this SOW, or a mutually executed change order.

PRIORITY DISPATCH PROQA MEDICAL INTEGRATION AND CERTIFICATION

Supplier will work with Priority Dispatch to implement and obtain the applicable current ProQA Platinum Certification, or the then-current equivalent supported certification level, for the Medical discipline utilized by Hall County.

Supplier will be responsible for commercially reasonable ongoing maintenance and recertification activities necessary to maintain the applicable supported certification level and will proactively coordinate with Priority Dispatch regarding applicable certification requirements.

Supplier will promptly notify Client of any actual or anticipated material change in certification status or Priority Dispatch integration requirements that may affect Client.

If Priority Dispatch materially changes, replaces, or introduces a new CAD integration architecture, API, certification standard, or technical requirement after implementation work has commenced, Supplier will use commercially reasonable efforts to support the applicable new requirements. Any material redevelopment or migration beyond ordinary interface maintenance resulting solely from such third-party change will be subject to a reasonable schedule adjustment and, where material additional development is required, a mutually agreed change order.

A temporary certification lapse resulting from Priority Dispatch testing availability, product changes, certification changes, or other circumstances outside Supplier's reasonable control will not constitute Supplier default provided Supplier timely initiated the applicable certification process and is diligently working with Priority Dispatch to obtain or restore certification.

IMPLEMENTATION AND BILLING MILESTONES

The Parties will collaboratively develop and maintain a detailed implementation project plan following project kickoff. The project plan may include target dates, tasks, dependencies, integrations, training activities, testing activities, and other implementation activities and may be updated by mutual coordination throughout the project.

Contract Year 1 SaaS, license, maintenance, and other recurring Service Fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability. This deferral of Contract Year 1 recurring fee invoicing is an invoicing accommodation only and does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term. Recurring

Service Fees for Contract Years 2 through 5 will be invoiced annually on each anniversary of the Start Date in accordance with the Fees and Payment Terms set forth in Section A.

The one-time Setup / Implementation Fees will be invoiced separately according to the following Billing Milestones:

Billing Milestone	Trigger	Amount
1. Contract Execution / Notice to Proceed	Agreement executed and project authorized to begin	$91,125.00
2. Core System Availability	Supplier provides Client written notice that the core CAD environment has been configured and made available to Client for review, testing, and/or training activities. Billing Milestone 2 does not require Client acceptance, completion of Client testing or training, Production Go-Live, completion of third-party integrations, or completion of work expressly designated as post-go-live, phased, or non-blocking, provided there is no unresolved Supplier-controlled Critical (P1) issue materially preventing Client from accessing and using the core CAD environment for review, testing, and/or training.	$45,562.50
3. Production Go-Live	Hall County commences production use of the 10-8 Systems CAD environment	$45,562.50
4. Post-Go-Live Historical Data Search	Historical Data Searching Tool made available following receipt of usable source data from Client; provided that if the required usable source data has not been provided within ninety (90) days following Production Go-Live, Supplier may invoice this milestone at that time, with Supplier's obligation to complete the Historical Data Searching Tool continuing following receipt of the required usable source data.	$35,000.00
Total One-Time Setup / Implementation Fees		**$217,250.00**

The foregoing Billing Milestones govern invoicing of the one-time Setup / Implementation Fees. Contract Year 1 recurring SaaS, license, maintenance, and support fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability, as provided in Section A. For clarity, Billing Milestone 2 is based on Supplier making the core CAD environment available as described above and is not conditioned upon Production Go-Live, Client acceptance, completion of Client testing or training, completion of third-party integrations, or completion of work expressly designated as post-go-live, phased, or non-blocking. Deferral of Contract Year 1 recurring fee invoicing does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term.

The Billing Milestones are intended solely to establish invoicing events and do not constitute guaranteed completion dates, independent system-acceptance criteria, or conditions of contractual performance.

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

Production Go-Live is not conditioned upon completion of the post-go-live Historical Data Searching Tool or other work expressly designated by the Parties as post-go-live, phased, or non-blocking.

The anticipated project schedule and timing of Billing Milestones may be reasonably adjusted based upon Client readiness, Client-requested changes, third-party vendor availability or performance, availability of APIs, credentials, approvals, testing or certification resources, data availability, or other dependencies outside Supplier's reasonable control. Such adjustments will not constitute Supplier default. For clarity, Client readiness or third-party dependencies will not defer achievement of a Billing Milestone once the applicable trigger expressly stated above has been satisfied.

Unless expressly agreed otherwise in writing, delays involving a particular third-party integration will not prevent achievement of a Billing Milestone where the core CAD system is otherwise capable of progressing to the applicable stage and the affected integration can reasonably be completed or remediated separately.

SUPPLIER RESPONSIBILITIES

- Oversee the work of Supplier staff and ensure coordination with the Client's Project Manager
- Provide the Client with a production/live account and a User Sandbox Environment for training purposes
- Manage the configuration of the Supplier solution in accordance with the description outlined above
- Collaborate with the Client's Project Manager to establish the project schedule and address any deviations or phases (if necessary)
- Address critical issues raised by the Client's Project Manager in a timely manner
- Coordinate initial project tasks (e.g. Kick-off meeting, Project schedule review, system hardware review)
- Coordinate CAD implementation tasks (e.g. Department assessment, Required Integration Document, Configuration Data Review, System Configuration, System Testing, Training, Cutover Plan, and Cutover)

CLIENT RESPONSIBILITIES

- Allocate resources with the necessary skills and availability to carry out their assigned tasks and responsibilities effectively
- Respond promptly and adequately to requests for information from the Supplier.
- Coordinate support for third-party vendors where the Client has the primary relationship.
- Ensure network connectivity is established
- Test the solution and report any deviations from expected behavior
- Provide timely review, feedback, and applicable sign-off regarding the mutually agreed project schedule, testing activities, and cutover plan.
- Build a committee/team to represent each post and user group
- Attend all mandatory meetings
- Will need to build a spreadsheet with all unit numbers, call types, dispositions, users, custom locations, etc.

ASSUMPTIONS

- The Client and/or Development Partner/Vendor acknowledges that timely responses are crucial to ensure project timelines are met
- The Client will proactively schedule and attend meetings with the Development Partner/Vendor during the project implementation period
- Non-standard changes, such as custom development, must adhere to the Supplier's release calendar.
- GIS layers will be provided 12 weeks prior to cutover OR mapping module will be as-is for "Go Live."
- If the Client requests changes in the scope, extent, or character of 10-8 Systems software, the time of performance of the Supplier's services will be equitably adjusted.
- If there are changes in periods or due dates for a Deliverable or Service, or a change in the scope, extent, or character of the Services, the Supplier will declare in writing its intent to request an equitable adjustment for any increase in cost or fee, and disclose the extent of the increase in writing before starting the work or service. No work will begin until the parties come to a mutual agreement on a dollar value for the equitable adjustment. .

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- The Supplier will not be considered in default if the failure in performance arises due to causes beyond their control and without their fault or negligence, such as acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, or severe and unusual weather conditions.
  Third-party changes to APIs, interfaces, certification requirements, product architecture, licensing requirements, or technical standards after the applicable integration scope has been approved may require corresponding schedule, scope, or fee adjustments where such change results in material additional development, redevelopment, testing, certification, or migration.

ESCALATION APPROACH

Escalation contacts will be designated by the Parties during project kickoff and may be updated by written notice without requiring a Contract amendment.

10-8 Systems

Escalation Level 1	Escalation Level 2	Escalation Level 3
Project Manager Email & Phone: To be designated during project kickoff	*Technical Operations & Support* Email & Phone: To be designated during project kickoff	*Executive Project Champion* Email & Phone: To be designated during project kickoff

Client

Escalation Level 1	Escalation Level 2	Escalation Level 3
Project Manager Email & Phone: To be designated during project kickoff	*Alternate Project Manager* Email & Phone: To be designated during project kickoff	*Executive Project Champion* Email & Phone: To be designated during project kickoff

Out of Scope:

- Features not explicitly defined in the Project Description are out of scope.

Post-Cutover Assumptions:

- Any concerns or changes post-deployment (" Go Live" / "Cutover") shall be directed to the 10-8 Systems Customer Care team at support@10-8systems.com or 866-410-8797.

SUPPLIER:

Signed by: Kevin Ruef A623DF43DA184C4...

Signature: _____

Name: Kevin Ruef

Title: Director of Business Operations

CLIENT: Hall County

Signature: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

10-8 SYSTEMS CONFIDENTIAL / PROPRIETARY INFORMATION SUBJECT TO APPLICABLE LAW.

Certificate Of Completion

Envelope Id: CE1FC178-FC69-8055-80F8-9FBB21943356
Status: Completed
Subject: Complete with Docusign: 46-033 10-8 stamped contract.pdf
Source Envelope:
Document Pages: 41
Signatures: 3
Certificate Pages: 4
Initials: 0
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
10-8 Systems Legal
11 Navajo
Aliso Viejo, CA 92656
legal@10-8systems.com
IP Address: 72.203.100.205

Record Tracking

Status: Original
9/18/2026 10:30:32 AM
Holder: 10-8 Systems Legal
legal@10-8systems.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kevin Ruef legal@10-8systems.com Director of Business Operations 10-8 Systems Security Level: Email, Account Authentication (None)	Signed by: A623DF43DA184C4... Signature Adoption: Pre-selected Style Using IP Address: 72.203.100.205	Sent: 9/18/2026 10:30:50 AM Viewed: 9/18/2026 10:31:01 AM Signed: 9/18/2026 10:36:00 AM Freeform Signing

Electronic Record and Signature Disclosure:
Accepted: 3/4/2025 2:29:04 AM
ID: 4d30067b-bb6e-48ff-8996-0a0b7f1ad903

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2026 10:30:50 AM
Certified Delivered	Security Checked	9/18/2026 10:31:01 AM
Signing Complete	Security Checked	9/18/2026 10:36:00 AM
Completed	Security Checked	9/18/2026 10:36:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, 10-8 Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact 10-8 Systems:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevinr@10-8systems.com

To advise 10-8 Systems of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kevinr@10-8systems.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from 10-8 Systems

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kevinr@10-8systems.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with 10-8 Systems

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kevinr@10-8systems.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify 10-8 Systems as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by 10-8 Systems during the course of your relationship with 10-8 Systems.

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 655/2026

SUBJECT: Approve the award of IFB #025-47 Lightning Protection Systems at Fire Stations 5, 9 and 16 for Fire Rescue to Atlanta Lightning Protection of Ball Ground, GA, in the amount of $52,250.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #025-47 Lightning Protection Systems at Fire Stations 5, 9 and 16 for Fire Rescue to Atlanta Lightning Protection of Ball Ground, GA, in the amount of $52,250.00.

History:

Facts and Issues:

9 bids were emailed of which 1 was a Hall County business. A total of 2 responses were received with 0 "no bids".

Options:

Funding Requested	$ 52,250.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing

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

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract for Services

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 655/2026

Funds Requested: $ 52,250.00

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	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	$52,250.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CBM

Phone: 770-531-6774

IFB #025-47 Lightning Protection Systems at Fire Stations

SCORES	**Atlanta Lightning Protection**	**Capital City Electrical Services**
	Ball Ground, GA	**Norcross, GA**
Fire Station 5	$17,950.00	$59,465.00
Fire Station 9	$16,800.00	$31,595.00
Fire Station 16	$17,500.00	$56,112.00
Total	$52,250.00	$147,172.00

Number of companies emailed	9
Number of Hall Co Companies emailed	1
Total responses	2
Number of Hall Co responses	0
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: September 18, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 025-47

Bid/Contract Name: Lightning Protection Systems at Fire Stations

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Atlanta Lightning Protection

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Spend:

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2027 Estimated Amount: $52,250.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of IFB #025-47 Lightning Protection Systems at Fire Stations for Fire Rescue to Atlanta Lightning Protection of Ball Ground, GA.

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #025-47

For the provision of

Lightning Protection Systems at Fire Stations

ARTICLE #101 – INTRODUCTION

This Contract for lightning protection systems at Hall County Fire Stations #5, #9, and #16 (hereinafter "Services") is made and as entered into as of TBD (execution date) and TBD (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlanta Lightning Protection which is principally located at 150 River Mill Drive Ball Ground, GA 30107. (hereinafter "Contractor").

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

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

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

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

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

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

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

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

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Bradley Martin
Deputy Chief of Administration
Hall County Government
3144 Gillsville Hwy
Gainesville, GA 30507
bmartin@hallcounty.org
Ph: (770) 531-6774

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): Chad Rubelsky

Email Address(es): chad@atlantalightning.com

Phone Number(s): 470-539-7122

Physical Address: 159 River Mill Drive

City/State/ZIP: Ball Ground, Ga. 30107

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM
The Contract term will be for 120 days after the issuance of a Notice to Proceed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION
This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE
In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice to Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice to cure the breach or to otherwise negotiate a resolution of the breach.
If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice to Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon.

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."
B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

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

ARTICLE #115 – CONTRACTOR'S TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor shall utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County, and/or (iv) provide County with safety data sheets, technical data sheets, and other relevant and pertinent documentation for replacement materials, equipment, or services that may be reasonably requested by County.

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

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance:

- $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

Commercial Auto Liability Insurance:

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

Additional Provisions:

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

Umbrella Liability Insurance:

$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.

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 Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors, or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Reserved.

ARTICLE #124 – RETAINAGE
Reserved.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)
A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:
1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS
The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Contractor'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
Exhibit H – Debarment & Suspension Certification Form

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – FEDERAL SUSPENSION AND DEBARMENT COMPLIANCE

In accordance with 2 CFR 200.214 and 2 CFR Part 180.300, if this procurement is funded in whole or in part by federal grant funds, the County is prohibited from awarding contracts to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. If applicable, by submitting a proposal in response to this IFB, the Bidder certifies to the best of its knowledge and belief that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into covered transactions by any Federal department or agency. Respondents are required to complete, sign, and return the attached *Debarment and Suspension Certification Form* with their proposal. Failure to submit this certification if required may render the proposal non-responsive.

ARTICLE #132 – HOLD HARMLESS AGREEMENT

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

ARTICLE #133 – NOT A JOINT VENTURE

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

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.

19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Atlanta Lightning Protection

By: Chad Rubelsky Digitally signed by Chad Rubelsky DN: C=US, E=chad@atlantalightning.com, CN=Chad Rubelsky Date: 2026.09.10 06:24:10-04'00'

Print Name: Chad Rubelsky

Title: Project Manager

Sworn to and subscribed before me this

10 Day of Sept, 2026.

Notary Public: Sarah E Masters

Notary commission expires: Aug 7 2029

[Locus Sigilli – Seal or Stamp]

SARAH E MASTERS NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 07, 2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____

Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 656/2026

SUBJECT: Approve the award of IFB #024-47 Fire Stations 7, 13 and 14 Remodels for Fire Rescue to Jensen Contracting, LLC of Cleveland, GA, in the amount of $389,189.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:

Approve the award of IFB #024-47 Fire Stations 7, 13 and 14 Remodels for Fire Rescue to Jensen Contracting, LLC of Cleveland, GA, in the amount of $389,189.00.

History:
Fire Station 7 constructed in 1983.

Fire Station 13 constructed in 2001.

Fire Station 14 constructed in 2006.

Facts and Issues:
5 bids were emailed - 1 was a Hall County business. A total of 7 contractors submitted bids and there were 3 "no bids".

Options:

Funding Requested	$ 389,189.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII and 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
CB	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 656/2026

Funds Requested: $ 389,189.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII and Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	324-SPLOST VIII	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	$242,611.00
2027	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	$146,578.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CBM

Phone: 770-531-6774

IFB # 024-47 BID TAB SUMMARY	Fire Station 7, 13, & 14 Remodels						
Bidders	**Jensen Contracting**	**Scroggs & Grizzel Contracting**	**Technaserv Corp**	**Greater Georgia Contracting Inc**	**Crown Retail Services**	**Columbus Building & Remodeling LLC**	**The Yanover Company**
Location	Cleveland, GA	Clermont, GA	Decatur, GA	Cumming, GA	Gainesville, GA	Athens, GA	Alpharetta, GA
Fire Station 7							
Demolition	$2,880.00		$15,370.00	$5,599.00	$12,681.00	$12,038.00	$18,680.44
Electrical	NA		$0.00	$32,933.00	$0.00	$0.00	$0.00
Plumbing	$6,500.00		$24,650.00	$32,902.00	$16,709.00	$17,703.00	$61,139.02
Painting	$2,850.00		$14,790.00	$4,025.00	$7,122.00	$7,789.00	$17,829.94
Flooring	$21,680.00		$9,956.00	$30,822.00	$39,097.00	$39,655.00	$32,791.69
Restroom Cabinets & Countertops	$5,070.00		$43,220.00	$15,124.00	$21,936.00	$12,243.00	$24,743.75
Total Lump Sum	**$54,940.00**	**$82,273.00**	**$107,986.00**	**$121,405.00**	**$97,545.00**	**$89,428.00**	**$155,184.84**
Fire Station 13							
Electrical	$27,500.00		$68,600.00	$121,317.00	$37,284.00	$49,569.00	$60,414.50
Plumbing	$4,600.00		$55,360.00	$29,461.00	$20,161.00	$53,818.00	$55,291.05
Cabinets & Countertops	$7,045.00		$20,550.00	$10,182.00	$5,728.00	$14,163.00	$33,652.57
Painting	$52,400.00		$118,400.00	$19,435.00	$42,035.00	$92,289.00	$37,160.57
Total Lump Sum	**$159,336.00**	**$200,196.00**	**$262,906.00**	**$180,395.00**	**$176,392.00**	**$209,839.00**	**$186,518.69**
Fire Station 14							
Electrical	$27,500.00		$68,600.00	$112,807.00	$38,091.00	$45,320.00	$58,169.60
Plumbing	$4,600.00		$48,986.00	$38,524.00	$19,803.00	$49,569.00	$50,200.94
Cabinets & Countertops	$7,608.60		$20,515.00	$10,182.00	$6,174.00	$14,163.00	$29,612.46
Painting- Exterior	$24,600.00	$9,504.00	$50,470.00	$13,800.00	$18,156.00	$24,207.00	$25,232.44
Painting-Interior	$44,000.00		$82,250.00	$19,435.00	$43,519.00	$87,318.00	$29,020.84
Total Lump Sum	**$174,913.00**	**$203,942.00**	**$270,821.00**	**$194,748.00**	**$193,936.00**	**$220,577.00**	**$192,236.28**
Estiamted Time to Complete	3 months	5/31/2027	120 Days	6 months	May-27	5 months	TBD

No Bids: Chattahoochee Group, Skye Construction & Development, and Garland & Associates Contractors, Inc.

Number of companies emailed	5
Number of Hall Co Companies emailed	1
Total responses	7
Number of Hall Co responses	1
No Bids	3

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: September 18, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 024-47

Bid/Contract Name: Fire Stations 7,13, and 14 Remodels

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Jensen Contracting, LLC.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Spend:

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $389,189.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of IFB #024-47 Fire Stations 7, 13, &14 Remodels Fire Rescue to Jensen Contracting, LLC., of Cleveland, GA.

The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
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FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #024-47

For the provision of
Fire Stations 7,13, & 14 Remodels

ARTICLE #101 – INTRODUCTION

This Contract for three (3) fire station remodel projects (hereinafter "Services") is made and as entered into as of TBD (execution date) and TBD (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Jensen Contracting, LLC which is principally located at 169 Woodman Hall Rd Cleveland, GA. (hereinafter "Contractor").

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

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

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Tim Townsend
Facilities Management Project Manager
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
ttownsend@hallcounty.org
Ph: (770) 531-6823 X1144

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarnes@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Kim Jensen

Email Address(es): kim@jensencontracting.net

Phone Number(s): 404-518-2985

Physical Address: 169 Woodman Hall Rd

City/State/ZIP: Cleveland, GA 30528

REMIT TO ADDRESS (if different): PO Box 352 Cleveland, GA 30528

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

The Contract term will be until substantial and final completion of all fire stations on or before June 30, 2027.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

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

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

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

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

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – CONTRACTOR'S TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance

- $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

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

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

Umbrella Liability Insurance:
$1,000,000 per Occurrence

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 Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors, or others will operate County-owned vehicles or equipment in the performance of this Contract without

express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute

acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will

only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.
The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – FEDERAL SUSPENSION AND DEBARMENT COMPLIANCE

In accordance with 2 CFR 200.214 and 2 CFR Part 180.300, if this procurement is funded in whole or in part by federal grant funds, the County is prohibited from awarding contracts to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. If applicable, by submitting a proposal in response to this IFB, the Bidder certifies to the best of its knowledge and belief that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into covered transactions by any Federal department or agency. Respondents are required to complete, sign, and return the attached *Debarment and Suspension Certification Form* with their proposal. Failure to submit this certification if required may render the proposal non-responsive.

ARTICLE #132 – HOLD HARMLESS AGREEMENT

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

ARTICLE #133 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees,

subcontractors, or sub-subcontractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.

17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Jensen Contracting, LLC

By: Kim Jensen Newberry

Print Name: Kim Jensen Newberry

Title: Owner - Project Manager

Sworn to and subscribed before me this

16 Day of September, 2026.

Notary Public: Dianne Pyles

Notary commission expires: 12/9/27

[Locus Sigilli – Seal or Stamp]

DIANNE PYLES NOTARY PUBLIC EXP. 12/9/2027 WHITE COUNTY, GA

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

ORIGINAL

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 659/2026

SUBJECT: Approve the employment agreement for the Judicial Accountability Division Director.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: DLM

Recommendation:
Department recommends approval.

Purpose of Request:
Purpose of this request is to seek approval for the employment agreement for the Judicial Accountability Division Director.

History:

Facts and Issues:

Options:

Funding Requested	$ 194,556.72
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
LM	LM	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Employment Agreement
Position Cost Worksheet

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 659/2026

Funds Requested: $ 194,556.72

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	511100-SALARIES	$92,076.92
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512200-FICA	$7,043.88
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512400-RETIREMENT	$12,890.77
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512100-HEALTH INSURANCE	$23,013.91
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512103-CONTRACT EE INSURANCE	$1,145.12
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512102-LIFE INSURANCE	$305.46
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	512902-TRAVEL/CAR USE ALLOWANCE	$5,400.00
2027	100-GENERAL FUND	2100-COURT ADMINISTRATION	523201-COMMUNICATIONS	$450.00
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	511100-SALARIES	$33,923.08
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512200-FICA	$2,595.12
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512400-RETIREMENT	$4,749.23
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512100-HEALTH INSURANCE	$8,478.81
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512103-CONTRACT EE INSURANCE	$421.88
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512102-LIFE INSURANCE	$112.54
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	512902-TRAVEL/CAR USE ALLOWANCE	$1,800.00
2028	100-GENERAL FUND	2100-COURT ADMINISTRATION	523201-COMMUNICATIONS	$150.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DMoJS

Phone: 770-531-6710

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

THIS AGREEMENT made and entered into this 8th day of October 2026, by and between **HALL COUNTY, STATE OF GEORGIA** hereafter called "the County", as party of the first part, and **Kevin Head** herein called "Employee", as party of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Kevin Head** as the **Judicial Accountability Division Director** of Hall County; and

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

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

WHEREAS, the Employee desires to accept employment as the **Judicial Accountability Division Director** for Hall County; and

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

SECTION 1. Duties

The County hereby agrees to employ **Kevin Head** as **Judicial Accountability Division Director**, to perform legally permissible functions and duties specified and assigned by applicable law and the Court Administrator or his or her designee.

SECTION 2. Term

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

_____**Initials**

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

SECTION 3. Termination and Severance Pay

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

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

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

SECTION 4. Termination Due to Disability

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

SECTION 5. Salary

The County agrees to pay the Employee for his service rendered, pursuant hereto, an annual base salary of $126,000.00, payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by lack of financial resources. The base annual salary and benefits may be reviewed annually by the Court Administrator, and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The Court Administrator, or his or her designee, shall review and evaluate the performance of the Employee at least annually, on or about the anniversary date of this agreement, or in accordance with any evaluation schedule generally applicable to County employees. Such review and evaluation shall be conducted in accordance with performance criteria established by the Court Administrator, which may include performance criteria generally applicable to County employees and may be modified from time to time by the Court Administrator or his or her designee. The Court Administrator, or his or her designee, may consult with the Employee when developing or modifying such performance criteria. Following completion of the evaluation, the Court Administrator, or his or her designee, shall provide the Employee with a written summary of the findings of the evaluation.

SECTION 7. Hours of Work

It is generally recognized that the position of **Judicial Accountability Division Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position of Judicial Accountability Division Director. With the prior written approval of the Court Administrator, the Employee may engage in teaching, consulting, or other non-employment-related activities, provided that such activities do not interfere with the performance of the duties of his position or create an actual or perceived conflict of interest.

SECTION 9. Political Activity

If the Employee becomes a candidate for any elective public office during the term of this Agreement, the Employee shall immediately resign from employment with Hall County upon becoming a candidate as defined by applicable state law. During the term of this Agreement, the Employee shall not:

A. Engage in any political activity that creates an actual or perceived conflict of interest with the Employee's duties as Judicial Accountability Division Director, including participation in any local political campaign on behalf of himself or any other individual seeking elective office within Hall County, including any municipal or county office. This restriction includes, but is not limited to, displaying, distributing, or promoting campaign materials, literature, signs, or other paraphernalia in support of or opposition to any candidate for elective office within Hall County.
B. Knowingly solicit, accept, or receive political contributions from any person for the purpose of supporting or opposing any candidate for elective office within Hall County, including any municipal or county office.
C. Use or promise to use, directly or indirectly, any official authority or influence, whether actual or anticipated, to secure or attempt to secure for any person any employment, appointment, promotion, contract, or other advantage for the purpose of influencing the vote or political action of any person.
D. Use County property, equipment, resources, facilities, email systems, or work time for any political campaign activity, except as may be expressly authorized by law.

SECTION 10. Vehicle and Phone

The Employee's duties require the substantial use of his personal automobile in the performance of his official duties during the term of employment. Accordingly, the County shall pay the

Employee, in addition to his annual base salary, an annual vehicle allowance of $7,200 per year, payable at the rate of $276.92 per pay period, subject to applicable County policies and payroll procedures. The County may provide the Employee with a cellular phone for business use. If a County issued cellular phone is provided, the County shall be responsible for the cost of the device and regular monthly service. If the Employee elects to use his personal cellular phone for County business, the County shall reimburse the Employee in the amount of Fifty Dollars ($50.00) per month, subject to applicable County policies and payroll procedures.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for medical, dental, vision, short-term disability, and life insurance policies on behalf of the Employee and, if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County and the Employee elects to participate in the applicable retirement plan, Hall County agrees to contribute eight percent (8%) of the Employee's annual compensation, as defined by the retirement plan, to a defined contribution retirement plan. In addition, the County shall provide any matching contributions available to other County employees in accordance with the terms of the applicable retirement plan. Notwithstanding the foregoing, the County may reduce, suspend, or discontinue its retirement contributions at any time and for any duration as required due to a lack of financial resources. No retirement contributions shall be made on any severance pay provided by the County pursuant to SECTION 3 of this Agreement.

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

Employee shall accrue PTO or vacation and sick leave, as applicable, in the same manner and at the same accrual rates provided to other similarly situated County employees under current County policies. In the event the County modifies or adopts a new leave program applicable to County employees generally, such modifications shall also apply to the Employee. Upon termination of employment, the Employee shall be entitled to payment for any actually accrued and unused PTO or vacation leave to the extent provided by County policies.

SECTION 14. Dues, Subscriptions, and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions, licensing fees, and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the Court Administrator or his or her designee.

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

SECTION 15. Indemnification

The County shall defend, indemnify, and hold harmless the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as the **Judicial Accountability Division Director**. The County or its insurance carrier shall pay the amount of any settlement or judgment agreed to or rendered against the Employee, and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense, indemnification, or payment provided to the Employee by the County pursuant to this Section shall be subject to all terms, conditions, limitations, defenses, immunities, and exclusions contained in the County's Defense and Indemnification Ordinance and any policies adopted thereunder, as the same may be amended from time to time.

SECTION 16. General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof. Any amendment hereto shall be in writing and be executed by both parties.

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

C. This agreement will become effective on the 19th day of October 2026, and shall continue thereafter, unless or until the agreement is terminated by either patty set forth herein.

D. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____DAY OF OCTOBER 2026.

HALL COUNTY, GEORGIA

_____
John T. Gentry, Jr.,
Interim County Administrator

ATTEST:

_____
Jennifer Rivera, County Commission Clerk (Seal)

_____
Kevin Head, Employee

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

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

REQUEST TYPE: FULL-TIME POSITION

2100	Court Admin
Department #	**Department Name**
Judicial Accountability Division Director	
Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position		Account
$126,000.00	Salary	**511100**
9,639.00	Taxes	**512200**
17,640.00	Retirement	**512400**
31,005.72	Health	**512100**
1,567.00	Dental & Vision	**512103**
327.00	Life	**512102**
91.00	AD&D	**512102**
487.00	Short Term Disability	**512100**
$186,756.72	**Total Additional Personnel Costs**	

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

Total yearly salary will be $126,000, $92,076.92 is the prorated amount estimated to be expended for the remainder of FY 2027. Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. There will be a $50 phone reimbursement per month totaling $600, and a yearly vehicle allowance of $7,200.

HALL COUNTY
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AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 660/2026

SUBJECT: Approve the renewal of the FY 2027 Annual Financial Budget Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service. The estimated annual cost is $158,658.00.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: DLM

Recommendation:
Department recommends approval.

Purpose of Request:
Purpose of this request is to renew the Annual Budget agreement for FY2027 with the Board of Regents on behalf of the UGA County Extension Service.

History:

Facts and Issues:
This budget agreement is for the period of July 1, 2026 through June 30, 2027.

Options:

Funding Requested	$ 158,657.47
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance

Submit	Approve	Budget	Finance
LM	LM	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 660/2026

Funds Requested: $ 158,657.47

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	7130-EXTENSION OFFICE	521000-PROFESSIONAL SERVICES	$158,657.47

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DM

Phone: 770-531-6710

UNIVERSITY OF GEORGIA
EXTENSION

Northeast District Extension
1225 S. Lumpkin Street
Athens, GA 30602
Phone: 706-542-9171
Email: jkempf80@uga.edu

TO: CEC Garrett Hibbs
County Extension Coordinator

FROM: Denise Everson
NE District Extension Director

RE: FY2027 Annual Financial Agreement Budget

It is time to review the county budget for the contract period of: July 1, 2026 - June 30, 2027

The County Memo will need to be printed on county letterhead. Both the Memo and the Budget should be reviewed and signed by the appropriate official(s) .

Remember, per the MOU, any COLA given to county employees should also be applied to Extension employees. If there are salary increases, please complete the Salary Increase Form and return it with this Agreement. If any information in this document is incorrect, please ask for a revision. Please sign, date, and return documents to the District office.

Thank you,
Jennifer M. Kempf
Northeast District Business Manager

Commit to Georgia | give.uga.edu

An Equal Opportunity, Affirmative Action, Vertran, Disability Institution

Date: _____

To: Denise Everson
Northeast District Extension Director

From: David Gibbs
Chairperson
Hall County
Board of Commissioners

RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the Univeristy System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for:	Salary, SS/Med, and retirement.
Budget is for the period:	July 1, 2026 - June 30, 2027
The University will bill:	Quarterly for Actual Expenses

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above, and only the benefits listed. All other benefits will be charged to the State.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that final billing be sent within 60 days of contract end date.

[signature] 9-23-26			
County Extension Coordinator	Date	District Extension Director	Date
County Representative	Date	Associate Dean for Extension, CES	Date
Other (if necessary)		Other (if necessary)	

Hall County

Board of Commissioners

July 1, 2026 - June 30, 2027

* Per the MOU, any COLA given to county employees should also be given to Extension Employees

POSITION			BUDGET PERIOD		Salary	FICA (7.65%)		OTHER FRINGE				TOTAL BUDGET
Select		Name	Current	July 1 - June 30		OASDI (6.2%)	HI (1.45%)	RETIREMENT	Travel	Operating	Other*	
ANR -	Agent - CEC	Garrett Hibbs	$22,971.00	$23,545.28	$23,545.28	$ 1,459.81	$ 341.41	TRS $ 5,255.31				$ 30,601.79
4-H -	Agent	Benjamin Dennis	$37,500.00	$38,437.50	$38,437.50	$ 2,383.13	$ 557.34	TRS $ 8,579.25				$ 49,957.22
4-H -	Educator	Heather Morris	$17,959.00	$18,407.98	$18,407.98	$ 1,141.29	$ 266.92	TRS $ 4,108.66				$ 23,924.85
	Admin Assist	Karen Davis	$15,465.00	$15,851.63	$15,851.63	$ 982.80	$ 229.85	TRS $ 3,538.08				$ 20,602.36
FACS -	Agent	Gwen Hawn	$25,200.00	$25,830.00	$25,830.00	$ 1,601.46	$ 374.54	TRS $ 5,765.26				$ 33,571.25
												$ -
												$ -
												$ -
												$ -
												$ -
TOTALS			$119,095.00	$122,072.38	$122,072.38	$7,568.49	$1,770.05		$27,246.55	$0.00	$0.00	$0.00	$158,657.47

BILL TO THE FOLLOWING NAME AND ADDRESS

Hall County Board of Commissioners Finance Department

PO Drawer 1435

Gainesville, GA 30503

FISCAL CONTACT INFORMATION	
Name	LisaRae Minor
Email	lrjones@hallcounty.org
Phone	accountspayable@hallcounty.org

APPROVED BY:

County Official **Date**

District Extension Director **Date**

For District Use:

☐ Spreadsheet update ☐ Team Dynamix Update ☐ Budgeted in Financials ☐ Combo Code [HLO] ☐ Position Funding Completed

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 666/2026

SUBJECT: Approve the annual renewal of Life & Disability Supplemental Health Benefits for Human Resources to Prudential Financial, Inc., of Newark, NJ; authorization for the Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost is $1,540,134.00.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: DLM

Recommendation:
Department recommends approval

Purpose of Request:
Purpose of this item is to seek approval for the annual renewal of Life & Disability Supplemental health benefits with Prudential Financial, Inc.

History:
Prudential Financial has been the vendor for Life & Disability Supplemental health benefits since 1/1/2025, and is currently in good standing.

Facts and Issues:
The estimated annual cost of this renewal is $1,540,134.00. The cost is subject to change based on employee enrollment.

Options:

Funding Requested	$ 1,540,134.00
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	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:
Financial Supplement
Contract Cover Sheet
Previously Executed Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 666/2026

Funds Requested: $ 1,540,134.00

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	$770,067.00
2028	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$770,067.00

Budget Transfer Items:

Additional Information/Comments:

Some of these costs are employee paid premiums. So not all of the cost will be a direct expenditure within the Group Health Insurance Fund.

Contact for Questions: DM

Phone: 770-531-6710

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: September 23, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: N/A

Bid/Contract Name: Life & Disability Supplemental Benefits

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Prudential Financial, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $1,540,134.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$1,540,134

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for life & disability supplemental health benefits to Prudential Financial, Inc. of Newark, NJ. The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance.

Docusign Envelope ID: 4BA73FA1-43EF-4B34-AA19-C44E915FEA33

Version 1

PruPassages Agreement

Effective January 1, 2025 ("Effective Date")
Between
Hall County, Georgia ("Customer")
and
The Prudential Insurance Company of America ("Prudential")

Whereas, Prudential issued a group life insurance contract number 72323 ("Group Contract") to Customer; and

Whereas, Customer has requested, and Prudential has agreed to provide the PruPassages services delineated below in relation to the Group Contract.

Now, therefore in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Prudential agree as follows:

1. The capitalized terms used herein that are defined in the Group Contract shall have the same meanings assigned to them as in the Group Contract.

2. Customer, on behalf of itself and its Included Employers, their officers, directors, agents and representatives, and their employee benefit plan(s) and the trustees and other representatives of such plan(s) shall:

    a. Provide Prudential, in a mutually agreed format, detailed, accurate contact information for any person enrolled for life insurance coverage under the Group Contract ("Covered Person") and who lost that coverage because of termination of employment or no longer being in a covered class within fourteen (14) calendar days after the coverage termination effective date. The detailed Covered Person information shall include that person's complete name and address. In addition, the former Covered Person's home and/or cell phone number and personal email address shall be provided if available; and

    b. Respond to inquiries from Prudential about former Covered Person contact information within two (2) business days.

3. Customer understands and agrees that Prudential shall have no obligation to commence performance of the PruPassages services regarding late, inaccurate, incomplete, and/or improperly formatted required information for any former Covered Person until such information has been correctly provided however, that corrected information is received no later than the seventy-fifth (75th) day after that former Covered Person's group life insurance coverage ended. Prudential shall not be liable for any costs or expenses of any kind attributable to Customer's failure to act in accordance with this Agreement.

4. Customer understand that Prudential may use plan-related information to provide current and former employees of your organization and participants and beneficiaries, with information, education (including online and/or through live seminars) and tools regarding financial wellness, potentially including non-plan products, advice or services relevant to participant distributions, (including information concerning IRA rollovers), and other individual products and services offered by Prudential and its affiliates or by third parties. These products and services can benefit such persons by giving them access to advice and solutions to bridge their financial wellness gaps. Such access to information may benefit Prudential through an individual's purchase of products or services (e.g., individual life solutions).

5. Prudential shall:
    a. Distribute conversion, and when appropriate portability, notifications to former Covered Persons within ten (10) business days of receipt of timely accurate and properly formatted former Covered Person information; and

    b. Execute reach out and provide access to a Prudential financial professional to the former Covered Person within ten (10) calendar days of distribution of the conversion and/or portability notifications to

        1) Clearly explain the former Covered Person's conversion and/or portability options, as appropriate,
        2) Assist the former Covered Person, upon request, with completion of the conversion or portability process, including paperwork, should the former Covered Person decide to port or convert their group life insurance coverage
        3) Provide, upon request, knowledgeable and objective guidance to assist the former Covered Person with maintaining financial wellness; and

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4) Provide, upon request, a complimentary non-solicitous evaluation of the former Covered Person's financial needs, priorities and goals

6. This Agreement shall commence on the Effective Date and continue until the occurrence of the first of the following events:
   a. Termination of the Group Contract;

   b. Mutual agreement of the parties; or

   c. By either party giving the other party at least ninety (90) calendar days prior written notice of its intent to termination this Agreement.

7. Any documents, notes, copies, or other portions or reproductions of any part of Prudential information and/or the records related to Prudential services hereunder may be retained as required by law or any regulatory authority to which Prudential is subject. Prudential will not be required to return or destroy archive copies of such information made for backup purposes, whether such copies are in original form or not. Such copies will be destroyed upon the normal expiration of backup files.

8. **General Provisions**
   a. Assignment. Neither party may assign its rights, duties or obligations under the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Prudential may assign its obligations under the Agreement to an affiliate, subsidiary or any entity owned or controlled by Prudential, or pursuant to merger, consolidation or corporate reorganization upon prior written notice to Customer.

      Any of the functions to be performed by Prudential under this Agreement may be performed by Prudential or any of its subsidiaries.

   b. Governing Law and Jurisdiction. This Agreement and performance hereunder shall be governed by the laws of the State of Georgia without regard to conflict of laws

   c. Limitation of Liability**.** Neither party shall be liable to the other party for any consequential, incidental or special damages arising out of or in connection with the Agreement, even if the other party has been advised of the possibility of such damages.

   d. No Third-Party Beneficiaries. The Agreement confers no rights whatsoever upon any person other than the parties hereto.

   e. Severability. If for any reason, any provision of this Agreement shall be, is or hereafter determined by decision, act or regulation of a duly constituted governmental body or authority, to be in any respect invalid, such determination shall not nullify any of the other terms and provisions of this Agreement, and in such respect or respects as may be necessary to conform this Agreement with the applicable provisions of law in order to prevent the invalidity of such provision or provisions, the said provision or provisions shall be deemed automatically amended to conform with such law, rule, regulation, act or decision, but only in the jurisdictions directly affected by such law, rule, regulation, act or decision.

   f. Signature. Each party warrants and represents that this Agreement is executed by its duly authorized representative. If this Agreement is not executed by the Customer within ninety (90) calendar days from 1/1/25 (i.e. deemer period beginning) and you continue to make payments for the Prudential services pursuant to the terms hereof and the Group Contract, then Customer will be deemed to have consented and agreed to all the terms of this Agreement as 4/1/25 (i.e. deemer period expiration).

   g. Waiver. Failure to insist upon compliance with any provision of the Agreement at any given time shall not operate to waive or modify such provision or render it unenforceable as to any other time or occasion. No waiver of any of the terms or conditions of the Agreement shall be valid unless a written notice of such waiver is received and signed by a duly authorized person representing the party waiving the Agreement term or condition. The rights and remedies of the parties set forth in the Agreement are in addition to any rights or remedies such party may otherwise have at law or in equity.

   h. Entire Agreement; Amendment. The Agreement and any exhibit(s) and appendices attached thereto, if any, constitutes the complete and exclusive statement of the terms and conditions between the parties related to the subject matter hereof, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written,

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between the parties relating to the subject matter of the Agreement. The Agreement may not be modified or altered except by written instrument duly executed by authorized representatives of both parties.

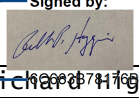
Further the parties agree that this Agreement is independent of the Group Contract and that nothing herein shall or be construed to amend, modify or change any term or provision of the Group Contract.

i. Notices. All notices, demands, payments, or other communications required or permitted hereunder will be delivered or mailed to the parties at the addresses set forth below or at such other place as the party designates in writing.

To Prudential:	Vice President, Group Insurance Account Management Prudential Insurance Company of America 213 Washington Street, 14th Floor Newark, NJ 07102
With a copy to:	Chief Legal Officer, Group Insurance Prudential Insurance Company of America 213 Washington Street, 14th Floor Newark, NJ 07102
To: Customer:	Hall County, Georgia 2875 Browns Bridge Road Gainesville, GA 30504

In Witness Hereof, the parties have caused this Agreement to be executed on the date indicated below.

Hall County, Georgia
"Customer"

By:	Signed by: 
Print Name:	Richard Higgins
Title:	Chairman
Date:	12/31/2024

The Prudential Insurance Company of America
"Prudential"

By:	Signed by: Dennis Hatcher
Print Name:	Dennis Hatcher
Title:	VP Distribution
Date:	12/31/2024

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 654/2026

SUBJECT: Approve the annual renewal for medical benefits brokerage services to Turner Wood & Smith Insurance, Inc. of Gainesville, GA. The estimated annual cost is $216,000.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve.

Purpose of Request:
Approve the annual renewal for medical benefits brokerage services to Turner Wood & Smith Insurance, Inc. of Gainesville, GA. The estimated annual cost is $216,000.00.

History:
Turner Wood and Smith has been a broker with Hall County since 2021 and is in good standing.

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

This would be year one (2) of a possible three (3) year contract for medical benefits brokerage services.

Options:

Funding Requested	$ 216,000.00
Are funds within current budget?	Yes
Source of Funds	Group Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Contract Cover Sheet
Original Executed Contract - Nov. 2025

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 654/2026

Funds Requested: $ 216,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Insurance Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	521000-PROFESSIONAL SERVICES	$216,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DM

Phone: 770-531-6710

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

Date: September 24, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: N/A

Bid/Contract Name: Medical Consulting and Brokerage Services

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Turner, Wood, & Smith Insurance, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $204,912.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$216,000

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for medical consulting and brokerage services to Turner, Wood and Smith Insurance, Inc. of Gainesville, GA. The FY 2027 estimated amount has been reviewed against the approved FY 2027 budget by Finance. This would be year two (2) of a possible three (3) year contract.

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 27, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Medical Benefits Brokerage Services

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Turner, Wood & Smith

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 199,452

☐ Price Increase Requested Increase Percentage: N/A

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

☐ Product Contract Estimated Amount:

Comment:

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

EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES AGREEMENT

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

TWS and Hall County Board of Commissioners agree as follows:

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

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

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

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

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

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

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

TWS BF

Hall County

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

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

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

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

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

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

TWS BF

Hall County DG

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

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

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

TWS BF

Hall County DG

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

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

Date: November 13, 2025

ATTEST:

By: _____
Jennifer Rivera, Board of Commissioners Clerk

Date: November 13, 2025

(SEAL)

TURNER WOOD AND SMITH AGENCY INC.

By: Brett Fowler
Brett Fowler, Partner and EVP

Date: 10/23/2025

APPROVAL AS TO FORM:

By: _____
Justin Lawhon, County Attorney

Date: 10/24/2025

ATTEST:

By: _____
Corporate Secretary

Date: _____

(SEAL)

TWS BF

Hall County

Exhibit A:

Employee Benefits Consulting and Brokerage Services Agreement

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

Pre-Renewal Planning

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

During this planning session, TWS will:

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

Renewal Negotiation/Presentation

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

BF

TWS _____

Hall County _____

Renewal and Placement

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

Implementation Services

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

BF

TWS _____

Hall County _____

Day to Day Account Management and Administration

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

Data Analytics and Financial Analysis

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

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

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

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

TWS BF

Hall County

Regulatory and Compliance

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

Employee Communications

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

Summary Plan Descriptions/Plan Documents

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

TWS BF

Hall County DS

Additional Information

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

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

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

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

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

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

BF

TWS _____

Hall County _____

United Benefit Advisors

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

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

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

BF

TWS _____

Hall County _____

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 661/2026

SUBJECT: Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, SC. The estimated annual cost is $117,879.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: KF

Recommendation:
Approval.

Purpose of Request:
Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, SC. The estimated annual cost is $117,879.00.

History:

This would be year one of three at a cost of $117,879.00 per year.

Facts and Issues:

Options:

The cloud hosting and management allows for staff to maintain up to date databases and offering of GIS services.

Previously, GIS Data has been hosted on internal servers that limited the communication and functionality in order to avoid security concerns related to the connection we would encounter with a locally hosted GIS environment. This limited being able to have fieldworkers edit directly against our data. Moving to a cloud hosted GIS environment, we are able to rely on ROK Technologies to effectively manage and mitigate having data being accessible and editable by fieldworkers.

Having our GIS Data and services being locally hosted also slowed down our GIS services; being cloud hosted, we're able to have faster GIS services with better reliability.

This agreement is necessary in order to maintain our cloud hosted GIS based data and services.

This would be exempt under the purchasing ordinance from contract and bidding requirements as it relates to software for GIS Database Management.

The GIS department has an IGA with the City of Gainesville and the City of Oakwood for GIS data management and services; the cost share of this item is as follows:

- County: $83,694.09
- City of Gainesville: $29,469.75
- City of Oakwood: $4,715.16

Funding Requested	$ 117,879.00
Are funds within current budget?	Yes
Source of Funds	Development Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-10-15

Approvals:

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

Attachments:

Financial Supplement
Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 661/2026

Funds Requested: $ 117,879.00

Request Budgeted: Yes

Proposed Source of Funding:

Development Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	521301-GIS	$117,879.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KF

Phone: 7705316781

Cloud GIS Implementation and Managed Services

STATEMENT OF WORK:

County of Hall, GA
(10/15/2026 to 10/14/2029)

ROK TECHNOLOGIES

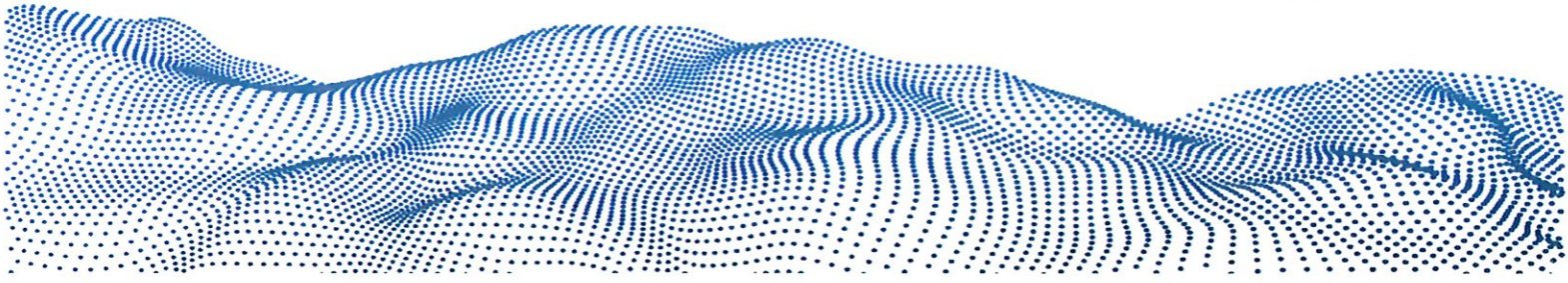
1501 Belle Isle Avenue

Suite 110 PMB1047

Mount Pleasant SC 29464

info@roktech.net

Document Version: **11-2025**



ROK TECHNOLOGIES

05/01/2026

County of Hall, GA

P.O. Drawer 1435

Gainesville, Georgia 30503

Dear County of Hall, GA,

We sincerely appreciate your continued partnership and trust in ROK. It is our pleasure to provide top notch GIS Support and Managed Services for your Enterprise GIS. This document contains renewal details, including a summary of services and associated costs. If you need any additional information or clarification, please don't hesitate to reach out to me directly.

Thank you again for your ongoing collaboration. We look forward to continuing to support your program and contribute to its continued success!

Sincerely,

Rachel Jordan

Account Executive

ROK Technologies, LLC

1501 Belle Isle Pkwy |Mount Pleasant, SC 29464

m: | e: rjordan@roktech.net

ROK TECHNOLOGIES

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2. ROK'S GIS Managed Cloud Services Support
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9. Term, Pricing, Billing, and Signature

Exhibit A: Environment Overview

Exhibit B: Data Migration Content

Exhibit C: Support

Exhibit D: Virtual Desktop Services

1. INTRODUCTION

County of Hall, GA (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWS cloud environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 10/15/2026 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of your essential GIS and IT resources.

2. ROK'S GIS MANAGED CLOUD SERVICES SUPPORT

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

GENERAL SERVICES

DEDICATED CLIENT SUCCESS MANAGER

ROK's primary goal is to provide the Client with flawless service, becoming an extension of the Client's technical team of experts. Serving as the Client's single point of contact, the ROK assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROKs entitlements
- Accelerating the delivery of ROK's Technical Services
- Scheduled Business Reviews

CLIENT SUPPORT

Client Support Cases can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit C**.

ESRI SOFTWARE SUPPORT AND SERVICES

The goal of ROK's Esri COTS (Commercial Off-The-Shelf) Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements.

ESRI SOFTWARE SERVICES – CLIENT REQUIREMENTS

In order for ROK to provide the following services, the Client agrees to provide the ROK Team with the following access, along with what is outlined in **Master Services Agreement** (MSA):

- Client provides the ROK Team with access to their My.Esri.com account via a new user (email to be provided by ROK) with permission to 'Take Licensing Actions.'
- ROK's Monitoring Agent installed in the Cloud Environment

ESRI SOFTWARE SERVICES – INCIDENT TRACKING

- ROK will receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit C**.
- ROK will record and track each incident in ROK's case management system.
- ROK will periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit C**.
- ROK will Communicate the steps taken to ultimately resolve the incident.

ESRI SOFTWARE CONFIGURATION ASSISTANCE

- ROK will collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
- ROK will investigate the potential impact of the change, in terms of desired results and unintended consequences.
- ROK will determine the steps necessary to implement the change while mitigating risk.
- ROK will recommend a course of action to Client.
- ROK will implement changes in accordance with the plan of action upon Client authorization.
- ROK will record the change in accordance with Client's change management processes.

ESRI COTS APPLICATION UPGRADES, PATCHES AND UPDATES

- Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.
- ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.
- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.
- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

DATABASE SERVICES

- All database backups.
- Table Index and Statistics Maintenance.
- Statistic recalculation.
- Monitor disk, CPU, and ram usage.
- Periodic or scheduled SQL health checks.

THIRD PARTY (NON-ESRI) APPS AND INTEGRATIONS

ROK RESPONSIBILITIES:

ROK will provide reasonable **assistance** to the client with the installation of third-party applications within the ROK Managed ArcGIS Enterprise Environment, such as:

- Providing third-party vendor access as requested and defined by our clients.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party (opening ports, configuring certificates, users, etc.).

CLIENT RESPONSIBILITIES:

- Clients are responsible for software requirements gathering.
- Clients are responsible for updating and patching all third-party software and accept any security or performance issues introduced by the third-party software.
- To obtain administrative rights for updating/patching software on ArcGIS Enterprise machines, clients must submit a ROK Support Case.
- Coordinate meetings between ROK and the third-party application vendor when needed.

ROK DISCLAIMS ALL WARRANTIES, OBLIGATIONS, AND RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS PLACED BY CLIENT IN THE CLOUD ENVIRONMENT THAT ARE NOT MANAGED BY ROK. AS BETWEEN ROK AND CLIENT, CLIENT IS EXCLUSIVELY RESPONSIBLE FOR ENSURING THE SECURITY (INCLUDING BY INSTALLING ALL UPDATES AND PATCHES) OF SUCH THIRD-PARTY APPLICATIONS.

INFRASTRUCTURE SUPPORT

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

INFRASTRUCTURE SERVICES

MANAGEMENT OF OS UPDATES AND PATCHES

ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-ESRI applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

INFRASTRUCTURE MONITORING AND RESPONSE

ROK Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

INFRASTRUCTURE CHANGES

ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment

BACKUP AND RETENTION

ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise Geodatabases per the frequency and duration listed on the Backup Frequency and Retention section in **Exhibit C**.

VIRTUAL DESKTOP MANAGEMENT

ROK provides ongoing support for ArcGIS Pro and/or Desktop on your Virtual Desktop Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

3. EXCLUSIONS

ROK SUPPORT DOES NOT INCLUDE THE FOLLOWING:

- Debugging custom components, applications, code, or models.
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development.
- Data editing and analysis.
- ArcGIS Monitor interpretation and analysis.
- Script authoring and maintenance.
- Configuration of ArGIS Enterprise Collaborations (ArGIS Enterprise or ArGIS Online).

4. ASSUMPTIONS

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

- ROK shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
- Client shall permit the use of remote access technologies that enable ROK to render services remotely.

5. SCHEDULING

As part of these offerings, ROK will conduct proactive scheduling with the Client. As scheduling changes arise, Client shall contact ROK one to two weeks in advance where possible.

The ROK Technical Operations Team will make a best effort to accommodate special requests.

6. CHANGE CONTROL POLICY

As ROK and Client collaborate on this SOW, it is possible that either party will find reasons to change the scope of this Agreement. In the event that the Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Support Case to ROK. Client's, ROK Account Manager will make contact within one (1) business day to review or schedule a review of this request.

7. DISCLAIMERS

In addition to the disclaimers and limitations set forth in the MSA, the Client understands and agrees as follows with respect to the Managed Services rendered hereunder.

ROK is not responsible for the loss of data caused by the action(s) of Client. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SOW shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

8. ACCEPTANCE

This SOW constitutes the full agreement between ROK and the Client for the Managed Cloud Services described herein.

Upon execution by the Parties, this Statement of Work, or "SOW" issued under, integrated with, and governed by the MSA between the Parties. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

9. TERM, PRICING, BILLING, AND SIGNATURE

TERM

Statement of Work Contract Term Details	Value
Contract Start Date	10/15/2026
Contract End Date	10/14/2029
Contract Term	36
Payment Option	Annually

Upon expiration, this SOW shall automatically renew for an additional one (1) year term unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days before the expiration of the then-current term.

Infrastructure and services will be reviewed on an ongoing basis. Should the Client require a change in resources that differ from those listed in this SOW, ROK will communicate the necessary changes to the Client along with the associated costs/savings.

PRICING

Statement of Work Pricing Details	Cost Summary
Managed Cloud Services and Cloud Infrastructure Monthly Cost	$9,823
Annual Total Cost	$117,879

Any general price increase will be communicated in writing before the auto-renewal. General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SOW as promotional or one-time.

BILLING

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in this Statement of Work. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services. Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

SIGNATURE

ROK TECHNOLOGIES

Agreed to and Accepted By:

Alexandra Coleman, *CEO* - ROK Technologies, LLC on **05/01/2026**

County of Hall, GA

,

05/01/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT A: ENVIRONMENT OVERVIEW

ARCHITECTURE DIAGRAM

CLOUD SERVICES

Quantity	Product Name
1	AWS - Active Directory
4	AWS - S3 Bucket - 1TB

SERVERS

PRODUCTION ENVIRONMENT

Production Server	OS (GB)	Data/Log (GB)	Server Size	Server Name
ArcGIS Portal Server	100	150	4 vCPUs 16GB RAM	hallga-p-prt01
ArcGIS Relational Data Store	100	150	4 vCPUs 16GB RAM	hallga-p-ds01
ArcGIS Server	100	150	8 vCPUs 64GB RAM	hallga-p-ags01
SQL Server	200	300	4 vCPUs 16GB RAM	hallga-p-sql01
Web Server	100	150	2 vCPUs 8GB RAM	hallga-p-web01
File Server	100	600	4 vCPUs 16GB RAM	hallga-p-fs01

INTEGRATIONS

Below is a list of integrations and interfaces that will be included in the Enterprise GIS environment. ROK's role in assisting Client with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.).
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

Integration Name	Function
No App Integrations with this ArcGIS Enterprise Environment	

EXHIBIT B: DATA MIGRATION CONTENT

No Data Migration Services are included in this Statement of Work.

EXHIBIT C: SUPPORT

CLIENT SUPPORT

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted at any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

SUPPORT OVERVIEW

CLIENT GATEWAY ("GATEWAY")

ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("Support Staff") will be assigned and Client will be contacted within a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.

TELEPHONE SUPPORT SERVICE

ROK will provide to Client unlimited access to 24/7 Telephone Support ("Telephone Support") via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction.

SEVERITY OF MALFUNCTIONS

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

SEVERITY LEVEL 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.

SEVERITY LEVEL 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client's use of the Services, for the entire company or large groups of users.

SEVERITY LEVEL 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client's use of the Services and for which an acceptable circumvention is available.

SEVERITY LEVEL 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

CORRECTION OF MALFUNCTIONS

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

REPORT OF MALFUNCTION: With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.

CRITICAL MALFUNCTIONS: If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two hours until the Critical Malfunction is resolved.

ROK'S LEVEL OF EFFORT: ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

ACTION REQUIRED FROM ROK: For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable.

DATA BACKUP FREQUENCY AND RETENTION

ROK provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK of any changes in backup requirements.

2 - FULL VM AND VOLUME BACKUPS PER DAY

1 - MONTH RETENTION FOR DAILY FULL VM AND VOLUME BACKUPS

12 - MONTHS RETENTION FOR FIRST FULL VM AND VOLUME BACKUP TAKEN EACH MONTH

4 - DIFFERENTIAL SQL BACKUPS PER DAY

1 - MONTH RETENTION FOR DAILY SQL BACKUP BACKUPS

1 - FULL SQL BACKUP PER WEEK

1 - MONTH RETENTION FOR FULL SQL BACKUPS

12 - MONTHS RETENTION FOR FIRST FULL SQL BACKUP TAKEN EACH MONTH

EXHIBIT D: VIRTUAL DESKTOP SERVICES

VIRTUAL DESKTOP SERVICES

Following a core-managed infrastructure model, ROK provides clearly defined support for its virtual desktop offerings. This document defines the services provided, the required access, and the joint responsibility for managing and maintaining these solutions.

ROK SERVICES AND SUPPORT

ROK support and services focus on three primary components to support your Virtual Desktop Solution:

Provisioning and maintaining the computer infrastructure that supports your Virtual Desktop solution.

a. Upgrading or modifying the virtual CPU (vCPU) SKU or instance type, and reconfiguration of allocated memory (RAM).
b. Subject to regional availability, Microsoft recommendations, or SKU deprecation, ROK may perform adjustments to the virtual machine configuration.

Managing the VDI platform infrastructure

a. Installation, configuration, and ongoing upgrades.
b. Adding or removing licenses for users upon request.
c. Peripheral device redirection:
    i. ROK configures policies to support the redirection of client-side peripherals, such as local printers, local drives, and network drives, into the virtual session.
        (a) This functionality is provided only if permitted under the customer's security policies.
        (b) If the customer explicitly disallows specific redirection features, ROK will disable them accordingly.
d. ROK is responsible for ensuring basic functionality of supported redirection features where they are permitted and not restricted by policy. Any troubleshooting will be conducted on a best-effort basis, according to the shared responsibility framework.

ESRI ArcGIS Pro (Front-End Application) Support

a. ROK provides installation, patching, and lifecycle maintenance of the ESRI ArcGIS Pro application.
b. As an authorized ESRI partner, ROK supports ArcGIS Pro functionality, including:
    i. Technical issue resolution
    ii. User support and guidance related to application usage

ROK'S REBUILD AND RECOVERY POLICY

1. ROK reserves the right to rebuild VDI host(s) under the following conditions:

a. If a host becomes unstable, bloated, or problematic to a degree where troubleshooting would exceed reasonable effort:
   i. VDI session hosts could be rebuilt using a custom or clean marketplace image, with only VDI and ArcGIS Pro reinstalled.
   ii. A VDI session host(s) may also be reverted to a previously captured base image to expedite the recovery or provisioning process and to restore a clean version of the Windows OS and VDI operating environment.
   iii. A VDI session host(s) may also be restored from backup or the most recent snapshot to restore functionality.
2. In all such scenarios, backup and restoration of profile data and GIS-related content will be a joint responsibility between our team and the customer. Coordination will be required to ensure proper data recovery and minimal disruption.
3. Data Loss Acknowledgement: customer acknowledge and accept the risk of data loss in the event of a machine rebuild. Only data stored within the designated profile locations or mapped network/cloud storage locations is considered persistent.

USER PROFILE CONSIDERATIONS:

In multi-VDI host/server scenarios, ROK recommends implementing a profile management solution to ensure user data and configurations persist across sessions. ROK does not maintain these profiles; Clients are responsible for ongoing maintenance and cleanup.

VIRTUAL DESKTOP SOLUTION

SERVICES AND LICENSES

Quantity	Name
7	Citrix Workspace License(s)

SERVER INFRASTRUCTURE

Server Role	OS (GB)	Data (GB)	Server Size	Server Name
Citrix Server	100	500	16 vCPUs 64GB RAM	hallga-p-ch01

ROK SUPPORTED SOFTWARE ROK SUPPORTS ARCGIS PRO AND DESKTOP ON YOUR VDI SOLUTION. THE MANAGEMENT OF ANY ADDITIONAL SOFTWARE OR APPLICATIONS IS THE SOLE RESPONSIBILITY OF THE CLIENT AND ROK CANNOT BE HELD LIABLE FOR ANY INHERENT SECURITY OR PERFORMANCE ISSUES INTRODUCED.

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 501/2026

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

Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.

Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Note: Tabled at the July 23, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends approval, with conditions, as the proposed zoning is consistent with the "Regional Activity Nodes and Corridors" future land use classification within the Comprehensive Plan.

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request: **History:**

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

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			
JR			

Attachments:

Board Memo (rec'd 9/21/2026)
Board Memo (rec'd 8/24/2026)
BOC Memo with Amended Response and Proffered Conditions from Applicant (rec'd 7/20/2026)
BOC Memo with Response and Proffered Conditions from Applicant (rec'd 7/17/2026)
Board Memo
Staff Report
Application
Narrative (rec'd 9/21/2026)
Narrative (rec'd 8/21/2026)
Narrative
Narrative Supplement
Site Plan (rec'd 9/21/2026)
Site Plan (rec'd 8/21/2026)
Site Plan
Plat
Maps
Renderings
Deed
Water Availability Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
Notice Sign (rec'd 9/21/2026)
Notice Sign (rec'd 8/24/2026)
Notice Sign (rec'd 7/23/2026)
Notice Sign (rec'd 6/25/2026)
Notice Sign
Request to Table
Map of Public Comments Rec'd (rec'd 6/29/2026)
Map of Public Comments Rec'd (rec'd 6/29/2026)
Map of Public Comments Rec'd (rec'd 7/22/2026)
Public Comment - from Damian Abaddon
Public Comment - from Timothy Ader
Public Comment - from Timothy Ader 2
Public Comment - from Cathy Skinner
Public Comment - from Cathy Skinner 2
Public Comment - from David Murphy
Public Comment - from David Murphy 2
Public Comment - from John Whitmire
Public Comment - from Patricia Zapata
Public Comment - from William Earnest
Public Comment - from John & Sadie McElroy
Public Comment, Opposition Letter and Signatures - Submitted by John & Sadie McElroy
Public Comment - from Patricia Zapata
Public Comment - from Glenn Fried
Public Comment - from Charlene Anderson

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PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

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

From: Katie Ahmed, Planning & Zoning Director

Date: September 21, 2026

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

(B) 2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

Dear Mr. Chairman and District Commissioners,

At the July 23, 2026 BOC meeting, the Board requested submission of a traffic study and for the applicant to look into connecting the development to public sewer. The item was then tabled to the October 8, 2026 meeting.

The applicant submitted an updated project narrative and concept plan to staff on August 4, 2026, which has removed the requirement for a Traffic study.

Below is a comparison table outlining the key differences between the referenced applications for your review and consideration.

	Current Proposal as of 08/04/2026	Previous Proposal of 03/24/2026	Differences
Project Intent	500 Boat/RV storage spaces and allowed uses in HB zoning districts	60,000 square foot commercial space & 500 Boat/ RV storage	Commercial square footage removed
Traffic Impact	ADT 90 trips for Boat/RV storage use	ADT 205 trips for Boat/RV Storage and 585 trips for commercial use	Decreased because commercial square footage is removed
Allowed Uses	Allowed uses in HB zoning districts & Boat/RV storage	Retail, office, H-B uses & Boat/RV storage	Retail / offices removed
Septic / Sewer	Individual septic systems	Individual and community systems	Individual only
Concept Plan	Shows Boat/RV storage layout only	Approximately 5 commercial sites and Boat/RV storage	Commercial outparcels removed

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PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

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

From: Katie Ahmed, Planning & Zoning Director

Date: August 21, 2026

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

(B) 2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

Dear Mr. Chairman and District Commissioners,

The above referenced application was originally tabled at the May 28, 2026, Board of Commissioners meeting to June 25, 2026. The Board then voted to further table this item to July 23, 2026 and again to the October 8, 2026, meeting with the directive that the applicant provide a Traffic Impact Study.

The applicant has since revised their Concept Plan and is requesting that the item be heard at the September 10, 2026, Board of Commissioners meeting. Staff has placed this request on the September 10 agenda while still meeting all required state advertising guidelines.

The applicant has provided an updated site plan showing that the proposed boat and RV storage facility would only access a GDOT-maintained road (Dawsonville Highway), and no additional development is proposed for the site at this time. The previously proposed commercial parcels on the west side of the property have been removed. These revisions, attached for your review, eliminate the need for a Traffic Impact Study.

If the Board prefers to keep this item tabled until the October 8 meeting, that option remains available. The Board would simply need to vote to table the item during the September 10 meeting.

In the May 28, 2026, staff report, staff recommended APPROVAL of both (A) and (B) with the following conditions:

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

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

Based on the updated site plan and narrative, staff recommends approval of both (A) and (B) with the following modified conditions:

1. The property shall be developed in accordance with the site plan and narrative dated August 4, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

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

Jennifer Rivera (Administration) ITEM 11 & 12

From: Katie G. Ahmed (Planning)
Sent: Monday, July 20, 2026 11:34 AM
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); Anael Dominguez (Administration); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning); Lynn Taylor (Planning); Jorge Gomez (Engineering); Brent Cook (Engineering)
Subject: Re: 2632 Sardis Road | Rezone & Special Use - July 23, 2026 BOC meeting
Attachments: 2632 Sardis Road_Memo_UPDATED_7.23.2026BOC.pdf

For informational purposes only:

Mr. Chairman and District Commissioners,

Please find attached a memo outlining the **revised** updated materials submitted to staff on Monday July 20, 206 for the application at 2632 Sardis Road. These materials are also enclosed.

If you have any questions, please let us know.

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Friday, July 17, 2026 5:14 PM
To: Billy Powell (County Commission) <bpowell@hallcounty.org>; David Gibbs (County Commission) <dgibbs@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Cc: John Gentry (Administration) <jgentry@hallcounty.org>; Casey Ramsey (Administration) <cramsey@hallcounty.org>; Anael Dominguez (Administration) <adominguez@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: 2632 Sardis Road | Rezone & Special Use - July 23, 2026 BOC meeting

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 2632 Sardis Road. 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

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Hall County Government
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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: **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Uses permitted in H-**B | Commission District 2 **| DCCM, applicant** Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting. Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

and

2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage** | Commission District 2 **| DCCM, applicant** Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting. Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Mr. Chairman and District Commissioners,

On **Monday, July 20, 2026**, staff received a **revised** response from the applicant for the above-referenced request. In these documents, the applicant outlines rebuttals to those who spoke in opposition at the June 25, 2026, BOC meeting, as well as a response to the Board's request to investigate connection to sewer and to conduct a traffic

study. The revision to this document provided on July 20, 2026 includes a reduction in boat/RV storage slips from 500 to 400. The revised section is highlighted in the attached document.

The topics addressed in the submitted document include:

- Septic system concerns
- Clearing and grading concerns
- Traffic concerns
- Septic contamination and runoff concerns
- Traffic on Carl Drive
- Appropriateness of the proposed use

Additionally, the applicant submitted **revised proffered conditions** for this development, along with the three conditions recommended by Staff. 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 revised conditions are **highlighted.**

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
4. Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable. All commercial sites shall have individual onsite management systems.
5. ~~Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.~~
6. ~~Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.~~ 5. A Traffic Impact Study must be completed prior to submission of the Land Disturbance Permit (LDP). All recommendations called out in the study must be implemented in the right-of-way and on site. All improvement are the responsibility of the Developer.

6. Developer shall install additional signage, as required by Hall County, to identify Carl Drive as a "Dead End" street with no turnaround opportunities.
7. Developer shall install security fencing around the perimeter of the storage lot.
8. ~~During grading and site development, Developer shall protect all jurisdictional streams and waterways from sediment runoff and adhere to buffer requirements of both Hall County and the State of Georgia.~~
8. Developer shall provide inter-parcel access for the 4 commercial lots along East Sardis Road and the Sardis Connector.
9. Developer shall grade within the boundaries of the site allowing at least 25' of the 50' exterior buffer to remain undisturbed. All disturbed areas of the 50' exterior buffer shall be revegetated to Hall County standards.
10. No dry stack storage is allowed within the Boat/RV storage area.
11. Boat/RV storage slips shall be limited to no more than 400

The submitted documents are enclosed with this memo. If you have any questions or concerns, please let us know.

Thank you,

Katie Ahmed

Received July 20, 2026

Applicant rebuttal to public opposition comments and the Board's requests for additional information

At the BOC meeting on June 25, the rezoning request for 2632 Sardis Road was tabled to allow the applicant the opportunity to address the concerns of the Board and the public. The responses below have been provided by the applicant, as well as proffered conditions that would further support the County's existing development standards:

Septic System Concerns

- The Board asked the Developer to evaluate connecting to public sewer in the area.
    - Developer evaluated the possibility of installing gravity sewer to the Sardis Elementary pump station. The most likely route would require at least 9 easements, including the Corps of Engineers. Additionally, a portion of the sewer would need to be aerial where it crosses the lake property near the pump station. Even if the easements could be acquired, it is unlikely that the Corps would permit an aerial crossing. (See attached Exhibit 1 showing route)
    - The projected flow from the 500-space Boat/RV storage facility is 1380 GPD which is the equivalent of less than three (3) 4-bedroom houses (600 GPD each).
    - The total projected flow from the 60,000 SF Commercial lots is 6750 GPD. This projected flow does not meet the EPD threshold of 10,000 GPD for an on-site sewage management system. Developer shall provide separate on-site systems for each of the 4 lots with a projected flow of 1688 GPD each. (See attached Exhibit 2 showing flow calculations)
    - Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable.

Clearing & Grading Concerns

- The Board asked the Developer to evaluate the existing topography of the site and demonstrate appropriate grading considerations.
    - Developer has provided a conceptual grading plan for the Boat/RV storage facility that shows that the site can be graded to a 5% +/- slope within the

boundaries of the subject property. (See attached Exhibit 3 showing grading plan)

- Developer proposes to leave at least 25' of the 50' exterior buffer as undisturbed. Where disturbed, Developer shall re-vegetate these areas to Hall County standards.
- Developer proposes to reduce the number of Boat/RV slips to no more than 400.

Traffic Concerns

- The Board asked the Developer to provide a traffic study for the proposed development to analyze potential impacts on the surrounding area's traffic patterns.
  - A valid traffic study cannot be completed until area schools are back in session and school related traffic patterns have stabilized, typically late August. An additional 4 to 6 weeks are required to complete the analysis and recommendations of the study. We are requesting that the timing of the study be delayed per the below proffered conditions.
  - Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.
  - Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.

Septic Contamination and Runoff Concerns

- Mr. Mason Murphy (2756 Sardis Church Road) expressed concerns about the impact of the development's septic systems on his adjacent property.
  - Analysis of the subject property's topography shows that the entire site drains to a stream that bisects the property. None of the potential runoff will ever reach the Murphy property as a ridgeline along the shared boundary separates the two properties. (See attached Exhibit 4 showing topography of site)

Carl Drive Concerns

- Mr. Lamar Skinner (2670 Carl Drive) expressed concerns about the possibility of customers of the Boat/RV storage facility mistakenly turning onto Carl Drive instead of the facility entrance.
    - Although there is an existing "Dead End" sign at the entrance to Carl Drive, Developer will work with Hall County Transportation Department to add signage that further designates that no turnaround is located on the road. (See attached Exhibit 5 showing existing conditions at Carl Drive)

<u>Zoning Precedent</u>

- During the public hearing, the speakers in opposition questioned the appropriateness of the use in the proposed location.
    - In the Comprehensive Plan, the corridor established by the Sardis Connector, which includes the subject property, is designated as Regional Activity Nodes and Corridors as well as Business Nodes and Corridors on the Future Land Use Map. Both designations support the H-B zoning district.
    - The Comprehensive Plan specifically identifies the character of the Sardis Connector as follows:
      "Sardis Connector - Concentrating new growth along the future Sardis Connector can ensure new development in this area is supported by the necessary transportation and sewer infrastructure. This will allow the remainder of the Murrayville/Sardis area to retain its rural charm while developing new amenities for the community. Land developed or redeveloped in the Regional Activity Nodes at the intersections with SR 60/Thompson Bridge Road and SR 53/Dawsonville Highway may do so at a lesser intensity in the Murrayville/Sardis Character Area than in other areas of the county."
    - In the Comprehensive Plan, a Key Strategy for the Murrayville/Sardis Character Area includes "prioritizing higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway."

Proffered Conditions

Received July 20, 2026

1. Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable. All commercial sites shall have individual onsite management systems.
2. Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.
3. Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.
4. Developer shall install additional signage, as required by Hall County, to identify Carl Drive as a "Dead End" street with no turnaround opportunities.
5. Developer shall install security fencing around the perimeter of the storage lot.
6. During grading and site development, Developer shall protect all jurisdictional streams and waterways from sediment runoff and adhere to buffer requirements of both Hall County and the State of Georgia.
7. Developer shall provide inter-parcel access for the 4 commercial lots along East Sardis Road and the Sardis Connector.
8. Developer shall grade within the boundaries of the site allowing at least 25' of the 50' exterior buffer to remain undisturbed. All disturbed areas of the 50' exterior buffer shall be revegetated to Hall County standards.
9. No dry stack storage is allowed within the Boat/RV storage area.
10. Boat/RV storage slips shall be limited to no more than 400.

DRAFT

ITEMS 11 & 12 (SEE AMENDED VERSION) DATED 7-20-2026

Jennifer Rivera (Administration)

From: Katie G. Ahmed (Planning)
Sent: Friday, July 17, 2026 5:14 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); Anael Dominguez (Administration); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning); Lynn Taylor (Planning); Jorge Gomez (Engineering); Brent Cook (Engineering)
Subject: 2632 Sardis Road | Rezone & Special Use - July 23, 2026 BOC meeting
Attachments: 2632 Sardis Road_Memo_7.23.2026-BOCpdf.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 2632 Sardis Road. 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

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GAINESVILLE, GA 30503

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PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

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

From: Katie Ahmed, Planning & Zoning Director

Date: July 17, 2026

Subject: **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Uses permitted in H-**B | Commission District 2 **| DCCM, applicant** Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting. Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

and

2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage** | Commission District 2 **| DCCM, applicant** Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting. Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Mr. Chairman and District Commissioners,

On Friday, July 17, 2026, staff received a response from the applicant for the above-referenced request. In this document, the applicant outlines rebuttals to those who spoke in opposition at the June 25, 2026, BOC meeting, as well as a response to the Board's request to investigate connection to sewer and to conduct a traffic study.

The topics addressed in the submitted document include:

- Septic system concerns
- Clearing and grading concerns
- Traffic concerns
- Septic contamination and runoff concerns
- Traffic on Carl Drive
- Appropriateness of the proposed use

Additionally, the applicant submitted proffered conditions for this development in addition to the Three (3) conditions recommended by Staff. These are listed below in red:

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
4. Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable. All commercial sites shall have individual onsite management systems.
5. Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.
6. Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.
7. Developer shall install additional signage, as required by Hall County, to identify Carl Drive as a "Dead End" street with no turnaround opportunities.
8. Developer shall install security fencing around the perimeter of the storage lot.
9. During grading and site development, Developer shall protect all jurisdictional streams and waterways from sediment runoff and adhere to buffer requirements of both Hall County and the State of Georgia.
10. Developer shall provide inter-parcel access for the 4 commercial lots along East Sardis Road and the Sardis Connector.

11. Developer shall grade within the boundaries of the site allowing at least 25’ of the 50’ exterior buffer to remain undisturbed. All disturbed areas of the 50’ exterior buffer shall be revegetated to Hall County standards.

12. No dry stack storage is allowed within the Boat/RV storage area.

The submitted documents are enclosed with this memo. If you have any questions or concerns, please let us know.

Thank you,

Katie Ahmed

Applicant rebuttal to public opposition comments and the Board's requests for additional information

At the BOC meeting on June 25, the rezoning request for 2632 Sardis Road was tabled to allow the applicant the opportunity to address the concerns of the Board and the public. The responses below have been provided by the applicant, as well as proffered conditions that would further support the County's existing development standards:

Septic System Concerns

- The Board asked the Developer to evaluate connecting to public sewer in the area.
    - Developer evaluated the possibility of installing gravity sewer to the Sardis Elementary pump station. The most likely route would require at least 9 easements, including the Corps of Engineers. Additionally, a portion of the sewer would need to be aerial where it crosses the lake property near the pump station. Even if the easements could be acquired, it is unlikely that the Corps would permit an aerial crossing. (See attached Exhibit 1 showing route)
    - The projected flow from the 500-space Boat/RV storage facility is 1380 GPD which is the equivalent of less than three (3) 4-bedroom houses (600 GPD each).
    - The total projected flow from the 60,000 SF Commercial lots is 6750 GPD. This projected flow does not meet the EPD threshold of 10,000 GPD for an on-site sewage management system. Developer shall provide separate on-site systems for each of the 4 lots with a projected flow of 1688 GPD each. (See attached Exhibit 2 showing flow calculations)
    - Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable.

Clearing & Grading Concerns

- The Board asked the Developer to evaluate the existing topography of the site and demonstrate appropriate grading considerations.
    - Developer has provided a conceptual grading plan for the Boat/RV storage facility that shows that the site can be graded to a 5% +/- slope within the

boundaries of the subject property. (See attached Exhibit 3 showing grading plan)
    - Developer proposes to leave at least 25' of the 50' exterior buffer as undisturbed. Where disturbed, Developer shall re-vegetate these areas to Hall County standards.

Traffic Concerns

- The Board asked the Developer to provide a traffic study for the proposed development to analyze potential impacts on the surrounding area's traffic patterns.
    - A valid traffic study cannot be completed until area schools are back in session and school related traffic patterns have stabilized, typically late August. An additional 4 to 6 weeks are required to complete the analysis and recommendations of the study. We are requesting that the timing of the study be delayed per the below proffered conditions.
    - Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.
    - Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.

Septic Contamination and Runoff Concerns

- Mr. Mason Murphy (2756 Sardis Church Road) expressed concerns about the impact of the development's septic systems on his adjacent property.
    - Analysis of the subject property's topography shows that the entire site drains to a stream that bisects the property. None of the potential runoff will ever reach the Murphy property as a ridgeline along the shared boundary separates the two properties. (See attached Exhibit 4 showing topography of site)

Carl Drive Concerns

- Mr. Lamar Skinner (2670 Carl Drive) expressed concerns about the possibility of customers of the Boat/RV storage facility mistakenly turning onto Carl Drive instead of the facility entrance.

- Although there is an existing "Dead End" sign at the entrance to Carl Drive, Developer will work with Hall County Transportation Department to add signage that further designates that no turnaround is located on the road. (See attached Exhibit 5 showing existing conditions at Carl Drive)

Zoning Precedent

- During the public hearing, the speakers in opposition questioned the appropriateness of the use in the proposed location.
  - In the Comprehensive Plan, the corridor established by the Sardis Connector, which includes the subject property, is designated as Regional Activity Nodes and Corridors as well as Business Nodes and Corridors on the Future Land Use Map. Both designations support the H-B zoning district.
  - The Comprehensive Plan specifically identifies the character of the Sardis Connector as follows:
    "Sardis Connector - Concentrating new growth along the future Sardis Connector can ensure new development in this area is supported by the necessary transportation and sewer infrastructure. This will allow the remainder of the Murrayville/Sardis area to retain its rural charm while developing new amenities for the community. Land developed or redeveloped in the Regional Activity Nodes at the intersections with SR 60/Thompson Bridge Road and SR 53/Dawsonville Highway may do so at a lesser intensity in the Murrayville/Sardis Character Area than in other areas of the county."
  - In the Comprehensive Plan, a Key Strategy for the Murrayville/Sardis Character Area includes "prioritizing higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway."

EXHIBIT 1

9

7

8 - ACOE

6

5

4

3

2

1

SITE

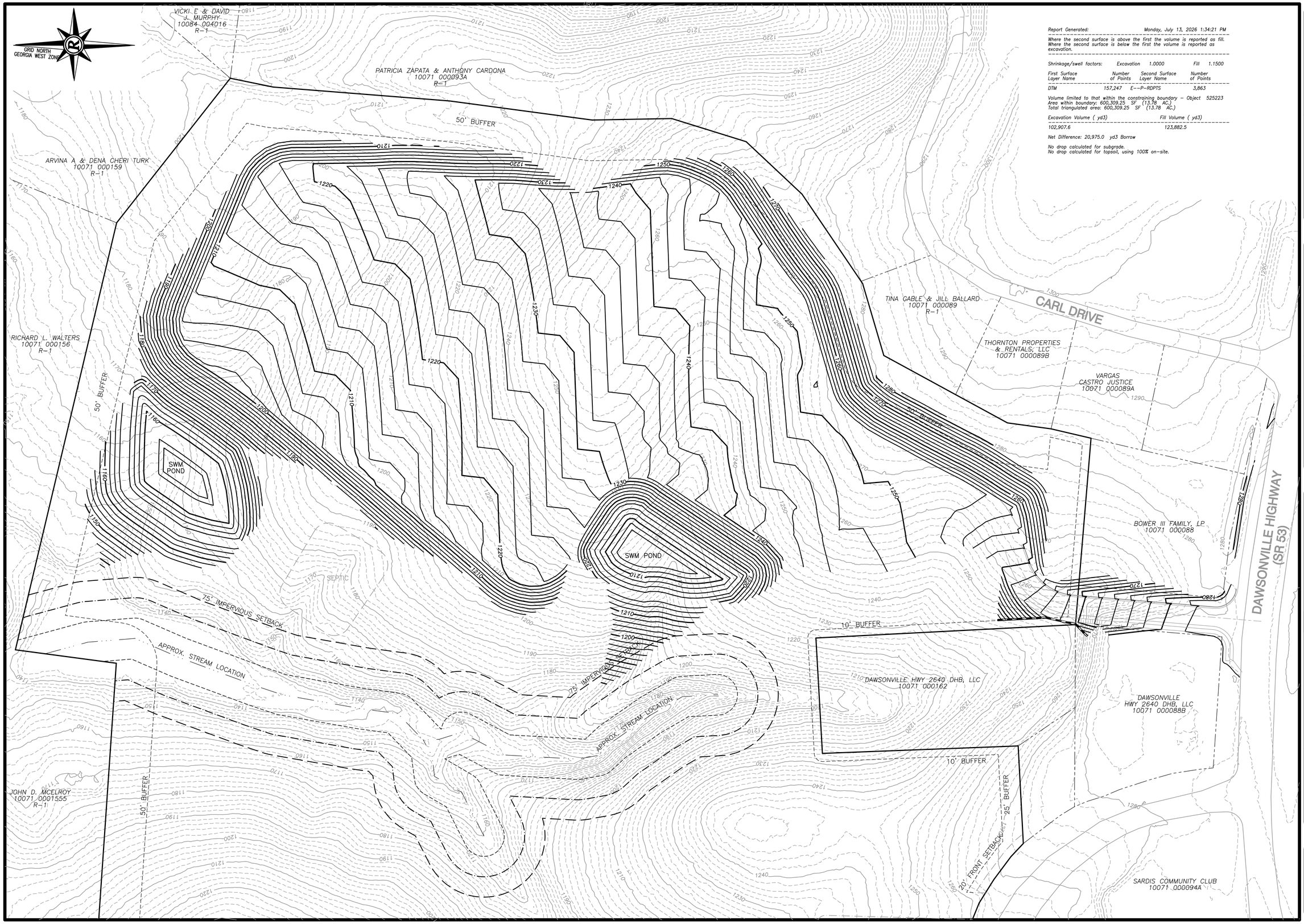
Gravity Sewer Route
9 Easements required
including ACOE
Permit from ACOE for
aerial sewer required

EXHIBIT 2

Wastewater Flow Estimates

Use	Use Size	Gallons Per 1000 SF	Gallons Per Trip	GPD	Per Site
General Office	30,000 SF	175		5250	
Retail	30,000 SF	50		1500	
Boat Storage	23		0	0	
RV Storage	23		60	1380	
Total GPD Commercial				**6750**	**1688**
Total GPD Boat/RV Storage				**1380**	**1380**
For Comparison					
4 Bedroom House				600	
Dollar General				800	

EXHIBIT 3



Report Generated: Monday, July 13, 2026 1:34:21 PM

Where the second surface is above the first the volume is reported as fill. Where the second surface is below the first the volume is reported as excavation.

Shrinkage/swell factors: Excavation 1.0000 Fill 1.1500

First Surface Layer Name	Number of Points	Second Surface Layer Name	Number of Points
DTM	157,247	E--P-RDPTS	3,863

Volume limited to that within the constraining boundary - Object 525223
Area within boundary: 600,309.25 SF (13.78 AC.)
Total triangulated area: 600,309.25 SF (13.78 AC.)

Excavation Volume (yd3)	Fill Volume (yd3)
102,907.6	123,882.5

Net Difference: 20,975.0 yd3 Borrow

No drop calculated for subgrade.
No drop calculated for topsoil, using 100% on-site.

DCCM
DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

PRELIMINARY GRADING PLAN FOR :

EAST SARDIS ROAD TRACT

LOCATED IN HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

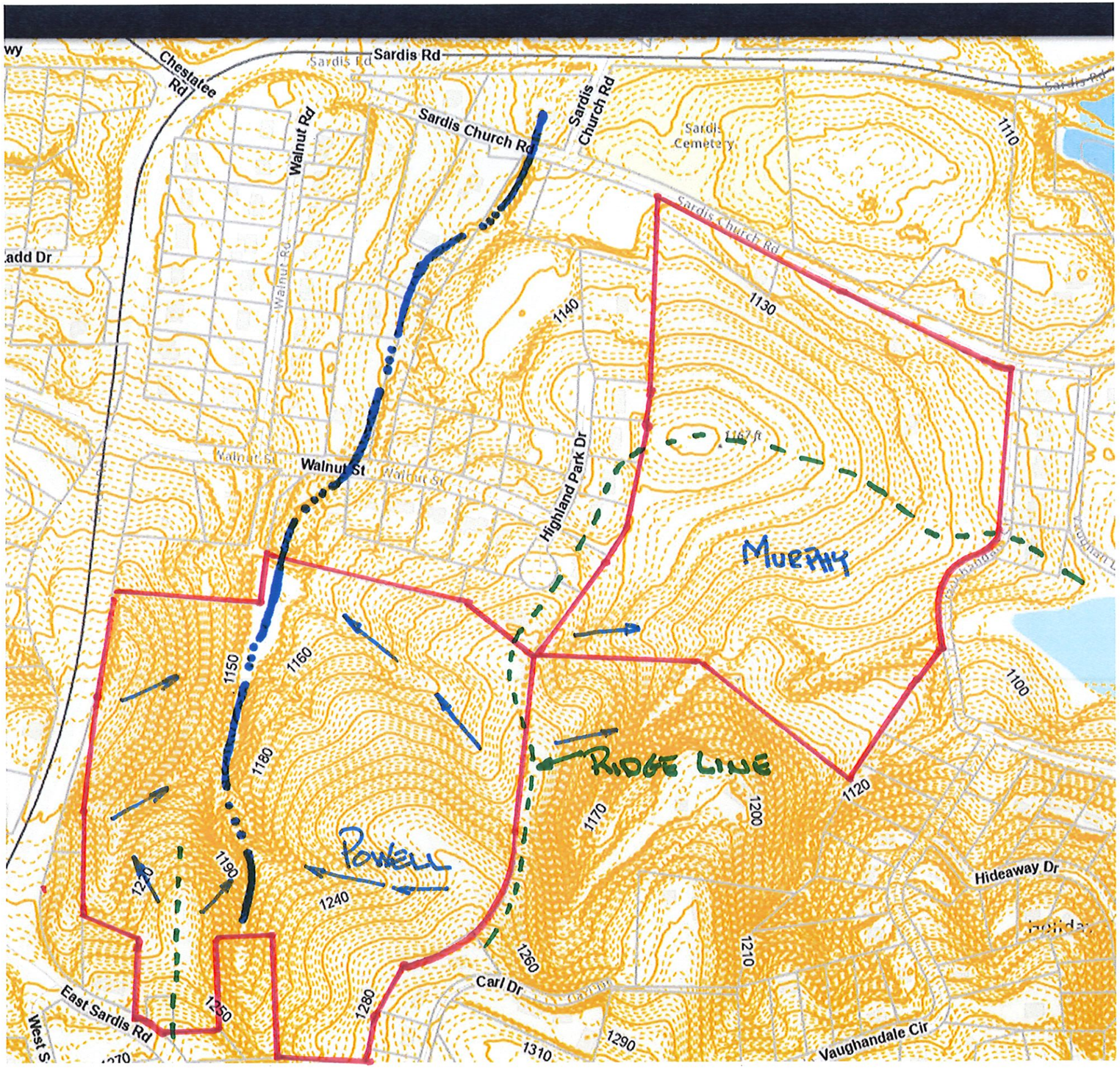
ANY CHANGES OR ALTERATIONS MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF DCCM VOIDS THE ENGINEER'S CERTIFICATION AND LIABILITY ASSOCIATED WITH THIS PROJECT. THE ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
25' 0' 50' 100'

SHEET 1 OF 1

DATE : 7/13/2026
SCALE : 1"= 50'
JOB NO. : G225107
FILE NO. *-PRP-GRD.pro
DRAWN BY: SWS

EXHIBIT 4



RUNOFF FROM POWELL SITE WILL NEVER REACH THE MURPHY PARCEL

EXHIBIT 5

Proffered Conditions

1. Developer shall permit all on-site sewage management systems through the Hall County Department of Environmental Health or Georgia Environmental Protection Division, as applicable. All commercial sites shall have individual onsite management systems.
2. Developer shall satisfy all Georgia Department of Transportation requirements (including an Intersection Control Evaluation (ICE)) for permitting all site driveways that access roads within the State's system.
3. Developer shall satisfy all Hall County requirements for permitting the site driveways that access roads within the County's system, as determined by a Traffic Impact Study completed prior to an LDP approval.
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7. Developer shall provide inter-parcel access for the 4 commercial lots along East Sardis Road and the Sardis Connector.
8. Developer shall grade within the boundaries of the site allowing at least 25' of the 50' exterior buffer to remain undisturbed. All disturbed areas of the 50' exterior buffer shall be revegetated to Hall County standards.
9. No dry stack storage is allowed within the Boat/RV storage area.

DRAFT

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PLANNING AND ZONING

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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 7, 2026

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

(B) 2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

Dear Commissioners,

This item was tabled at the May 28, 2026 BOC meeting to the June 25, 2026 Meeting at the request of the applicant. The Board then took action to further table this item from June 25, 2026 to July 23, 2026.

The Board requested submission of a traffic study and for the applicant to look into connecting the development to Sewer.

No updates have been provided to Staff as of July 7, 2026.

Thank you,

Katie Ahmed
Planning & Zoning Director

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	DCCM
Request	(A) **Rezone** | from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) (B) **Special Use** |for a storage lot
Proposed Use	Uses permitted in H-B and Boat & RV storage
Size	25.90± acres
Zoning	**Current:** Residential 1 (R-1) and Suburban Shopping (S-S) **Proposed:** Highway Business (H-B)
Location	**2632 Sardis Road |** Tax Parcel 10071 000136
Commission District	Two
Commission Date	May 28, 2026
Staff Recommendation	(A) **Approval, with conditions,** as the proposed zoning is consistent with the "Regional Activity Nodes and Corridors" future land use classification within the Comprehensive Plan. (B) **Approval**, **with conditions**, as the proposed use aligns with the intent of the zoning district and "Regional Activity Nodes and Corridors" future land use designation
Record Number	(A) HZON26-0010 (B) HZCU26-0016

(A) & (B) 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 and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

3. 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 25.90± acre tract from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) to allow a commercial development. The proposed development consists of five commercial parcels with up to 60,000 square feet of commercial space and a storage facility providing up to 500 outdoor storage spaces for boat and RV storage. A concurrent Special Use approval is requested to allow a storage lot within the Highway Business (H-B) zoning district.

Currently, the site is undeveloped. The surrounding properties are zoned and developed as outlined below:

North:	Residential 1 (R-1): Single-family residences
East:	Agricultural Residential 1 (AR-1): Single-family residences
	Suburban Shopping (S-S): Single-family residence
South:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Undeveloped
	Suburban Shopping (S-S): Undeveloped
West:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Single-family residence

Per the submitted site plan and narrative, the applicant proposes a development of commercial uses consisting of:

- Four parcels for a combined total of 60,000 square feet of commercial space with one access from East Sardis Road and one from Sardis Road. No end users have been identified.
- One parcel with up to 500 spaces for open, covered or enclosed boat and RV storage accessed from Dawsonville Highway (SR 53) by way of an easement or a fee-simple right-of-way through private property (tax parcel 10071 000088), which would be a private driveway.

The proposed access serving the boat and RV storage portion of the development is not owned by the applicant and has not been secured as of the date of this report. Both the Georgia Department of Transportation (GDOT) and Hall County Public Works & Utilities have identified concerns regarding the proposed access configuration as identified in their official comments.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated September 17, 2025, and sanitary sewer services will be provided by on-site septic.

Based on the future land use plan, staff finds the requested rezoning *<u>is consistent</u>* with the Hall County Comprehensive Plan and the future land use designation of Regional Activity Nodes and Corridors within the Murrayville/Sardis character area. The intent of this future land use designation is to create 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.

(A) & (B) <u>Zoning Analysis</u> – Rezone and Special Use

When considering a zoning amendment to the zoning maps and 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; **While the surrounding area is primarily developed**

with single-family residential uses, the existence of commercially zoned property to the south and the Comprehensive Plan's identification of this corridor for future commercial activity support the suitability of the proposed use

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties. The proposed development can be appropriately buffered from surrounding residential properties, supporting the continued usability of adjacent and nearby properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot develop the property as proposed 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; **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 Regional Activity Nodes and Corridors future land use designation in the Comprehensive Plan. The intent of this future land use designation is to create 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.**

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 undeveloped.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is Highway Business (H-B) which is a compatible zoning district within the Regional Activity Nodes and Corridors future land use designation in the Murrayville/Sardis character area. The change would not create an isolated district unrelated to the surrounding area as commercial zoning and uses abut the property to the south.**

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 commercial 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 April 29, 2026, the Hall County Environmental Health Department stated "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated April 17, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated "Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.

In a supplemental email dated April 29, 2026, Madison N. Dorminey, Assistant District Traffic Engineer, stated:

"The proposed access does not meet GDOT driveway spacing requirements. Sight Distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53."

Hall County Public Works and Utilities
In a memorandum dated April 28, 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 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 has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.

Utilities:

Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

Hall County Fire Marshal
In a memorandum dated April 20, 2026, the Hall County Fire Marshal's office stated "The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable fire code modifications."

Hall County Business License Division
In a memorandum dated April 21, 2026, Brandi Smith, Business License Director stated "Any future businesses will need to obtain a business license with the Hall County Business License department."

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

ZONING APPLICATION

Applicant (Name & Mailing Address)

DCCM
425 Oak St.
Gainesville, GA 30501
Phone [redacted]
Email Address bdunckel@dccm.com

Property Owner (Name & Mailing Address)

William R. Powell
3734 Timber Walk Drive
Phon [redacted]
Email Address [redacted]

Proposed Use Highway Business Uses

Contact Person (Name & Mailing Address)

Bradley Dunckel
425 Oak St.
Phone [redacted]
Email Address bdunckel@dccm.com

Status of Applicant

- ϒ Owner
- ϒ Option to Purchase
- ϒ Area Resident
- ☒ ϒ Other

Requested Action

Existing Zoning: R-1
Rezone to: H-B
Fee:$ 750.00
Receipt #:
Check #:

Tax Parcel Number 10071 000136
Acreage 25.9 +/-
Location Address 2632 Sardis Road, Gainesville, GA 30506

I hereby certify that the above information and all attached information are true and correct.

Print: Bradley Dunckel Date: 3/27/26
Sign: Bradley Dunckel Date: 3/27/26

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: _____

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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) William R. Powell

Address 3734 Timber Walk Drive

Gainesville, GA 30506

Phone Number [redacted]

Name of applicant(s) DCCM

Address 425 Oak St.

Gainesville, GA 30501

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
William R. Powell

Personally appeared before me
William R. Powell

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

Scott G. Grant
Notary Public

03-25-2026
Date

Scott G Grant
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 02/27/2029

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
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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 ✓

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: Bradley Dunckel ,DCCM **Date:** 3/27/26

Applicant's/Owner's Name (Printed): Bradley Dunckel

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
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(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.

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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: William R Powell **Date:** 3/27/26

Applicant's/Owner's Name (Printed): William R. Powell

RECEIVED
8-5-2026

Project Narrative for East Sardis Road Tract

8/4/26

LOCATION – 2632 East Sardis Road, Gainesville, GA 30506
ACREAGE – 25.9 acres +/-
PARCELS – 10071 000136
EXISTING ZONING – R-1
REQUESTED ZONING – H-B
APPLICANT – DCCM

Summary

The accompanying application seeks zoning district change from R-1 to H-B for 25.8 acres of unimproved property located at 2632 East Sardis Road in northwest Hall County approximately 500' southeast of the Sardis Connector The intent is to develop uses allowed within the H-B Zoning District and up to 500 storage spaces for Boat/RV storage. The proposed uses are consistent with the Hall County Comprehensive Plan, with an additional Special Use requirement for "Outdoor Storage". The property is located within the "Murrayville/Sardis" character area with a future land use designated as "Regional Activity Nodes & Corridors" and Highway Business (H-B) is listed as an appropriate zoning district under the future land use. Completion of development is anticipated by 2030.

Site Description

The parcel has approximately 90 LF of frontage along East Sardis Road and is roughly rectangular in shape with approximately 1,300 LF of depth. The property is undeveloped with one jurisdictional stream. Domestic water (8") is provided by the City of Gainesville and is located in the Sardis Connector R/W. On-Site Sewerage Management systems are planned for all sewer requirements. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the intended purposes.

Adjacencies

The property is surrounded by residential zonings: R-1 and AR-1 to the east, north and west, primarily S-S to the south.

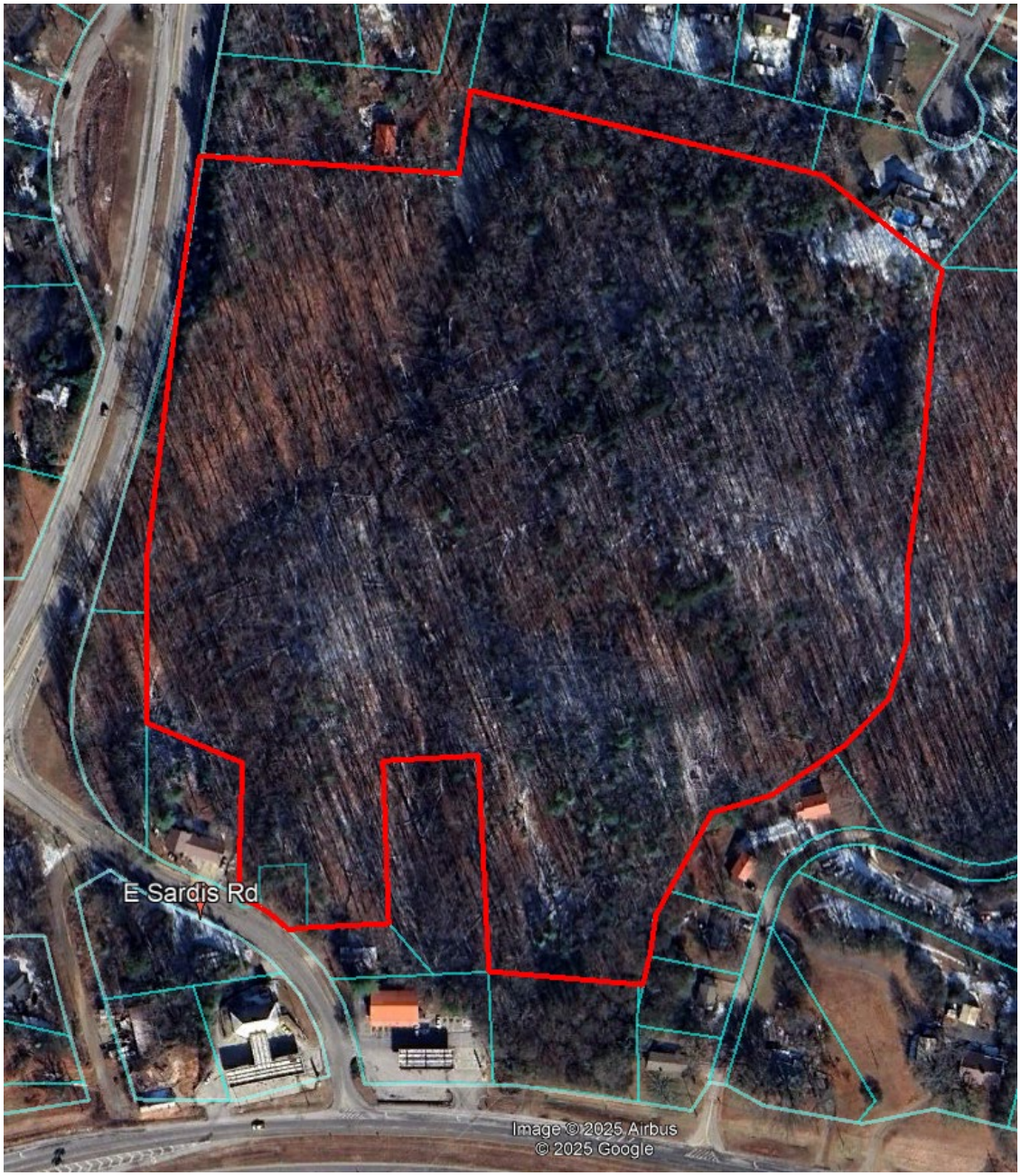
Access

Access to the property will occur in three locations; from East Sardis Road approximately 500' east of the Sardis Connector, from the Sardis Connector with a right in/right out only driveway, and from Dawsonville Highway through either an easement or fee-simple right-of-way from tax parcel 10071 000088, as shown on the conceptual zoning plan. Both full access points shown will require GDOT approval in addition to Hall County approval for access from the Sardis Connector.

Proximity to Other Uses

- Nearest undeveloped commercial property – Parcel #10070 000088 zoned S-S adjacent to the subject property
- Nearest developed commercial property – Parcel #10071 000088B zoned S-S adjacent to the subject property
- Nearest single-family home – a single-family home at 2614 East Sardis Road is located within 30’ from the southwestern boundary.
- Nearest subdivision – Highland Park S/D is located immediately north of the property.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been completed, and Hall County Engineering Staff have advised that the proposed development's projected trips are below the County's threshold requirements. Trip Generation from the Boat/RV storage is expected to produce an ADT of 90 trips, with an AM Peak Hour of 7 and a PM Peak Hour of 10.

Development Strategy

The proposed development of the Boat/RV storage may be developed in two to three phases, based on demand. Boat & RV storage will draw users from a regional base due to the number of boat ramps (14) located within a 5-mile radius and its convenient access to SR 53. Other H-B uses may occur based on market demand.

Specific Uses

- Boat and RV storage may be covered, uncovered or enclosed with a maximum of 500 - 11' x 30' storage spaces (sizes may vary depending on market demand). All internal paving may consist of graded aggregate base (GAB), asphalt, concrete or a combination of these. Exterior building materials may include metal siding and roofs.

Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the property for identification and directional purposes. All permanent internal signage must be outside of any Right of Way or Utility Easement and within a Landscape and Signage easement recorded on the Final Plat.

Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along East Sardis Road.

Special Use Permit

The application includes a request for a Special Use Permit to allow for "Major Outdoor Storage" within the H-B district.

Buffers

As required for "Commercial with outdoor activity", the Developer shall impose a 50' exterior buffer from the Boat/RV storage to adjacent residential districts and 10' where "Commercial with no outdoor activity" is adjacent to residential districts. No buffer will be provided between different commercial uses. These areas may be disturbed and re-vegetated to County standards. This buffer may be reduced where a structural buffer is provided.

Open Space

Although no open space is required, external buffer areas, stream buffers and other areas of the property not slated for development will provide substantial areas of natural open spaces.

On-Site Sewarage Management System

As there is no public sewer in this immediate area, the development will utilize on-site sewerage management systems (septic) to provide treatment. All septic systems will be designed and permitted for individual users.

Conceptual Master Plan

The development of the site shall be controlled by the Concept Plan attached. The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, storage areas, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant to raise Federal and State constitutional objections during the H-B master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the H-B zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia

Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

I. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this H-B master plan application be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Bradley Dunckel
DCCM
425 Oak St.
Gainesville, GA 30501
678-450-5175
bdunckel@dccm.com

RECEIVED
8-5-2026

Project Narrative for East Sardis Road Tract

8/4/26

LOCATION – 2632 East Sardis Road, Gainesville, GA 30506
ACREAGE – 25.9 acres +/-
PARCELS – 10071 000136
EXISTING ZONING – R-1
REQUESTED ZONING – H-B
APPLICANT – DCCM

Summary

The accompanying application seeks zoning district change from R-1 to H-B for 25.8 acres of unimproved property located at 2632 East Sardis Road in northwest Hall County approximately 500' southeast of the Sardis Connector The intent is to develop uses allowed within the H-B Zoning District and up to 500 storage spaces for Boat/RV storage. The proposed uses are consistent with the Hall County Comprehensive Plan, with an additional Special Use requirement for "Outdoor Storage". The property is located within the "Murrayville/Sardis" character area with a future land use designated as "Regional Activity Nodes & Corridors" and Highway Business (H-B) is listed as an appropriate zoning district under the future land use. Completion of development is anticipated by 2030.

Site Description

The parcel has approximately 90 LF of frontage along East Sardis Road and is roughly rectangular in shape with approximately 1,300 LF of depth. The property is undeveloped with one jurisdictional stream. Domestic water (8") is provided by the City of Gainesville and is located in the Sardis Connector R/W. On-Site Sewerage Management systems are planned for all sewer requirements. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the intended purposes.

Adjacencies

The property is surrounded by residential zonings: R-1 and AR-1 to the east, north and west, primarily S-S to the south.

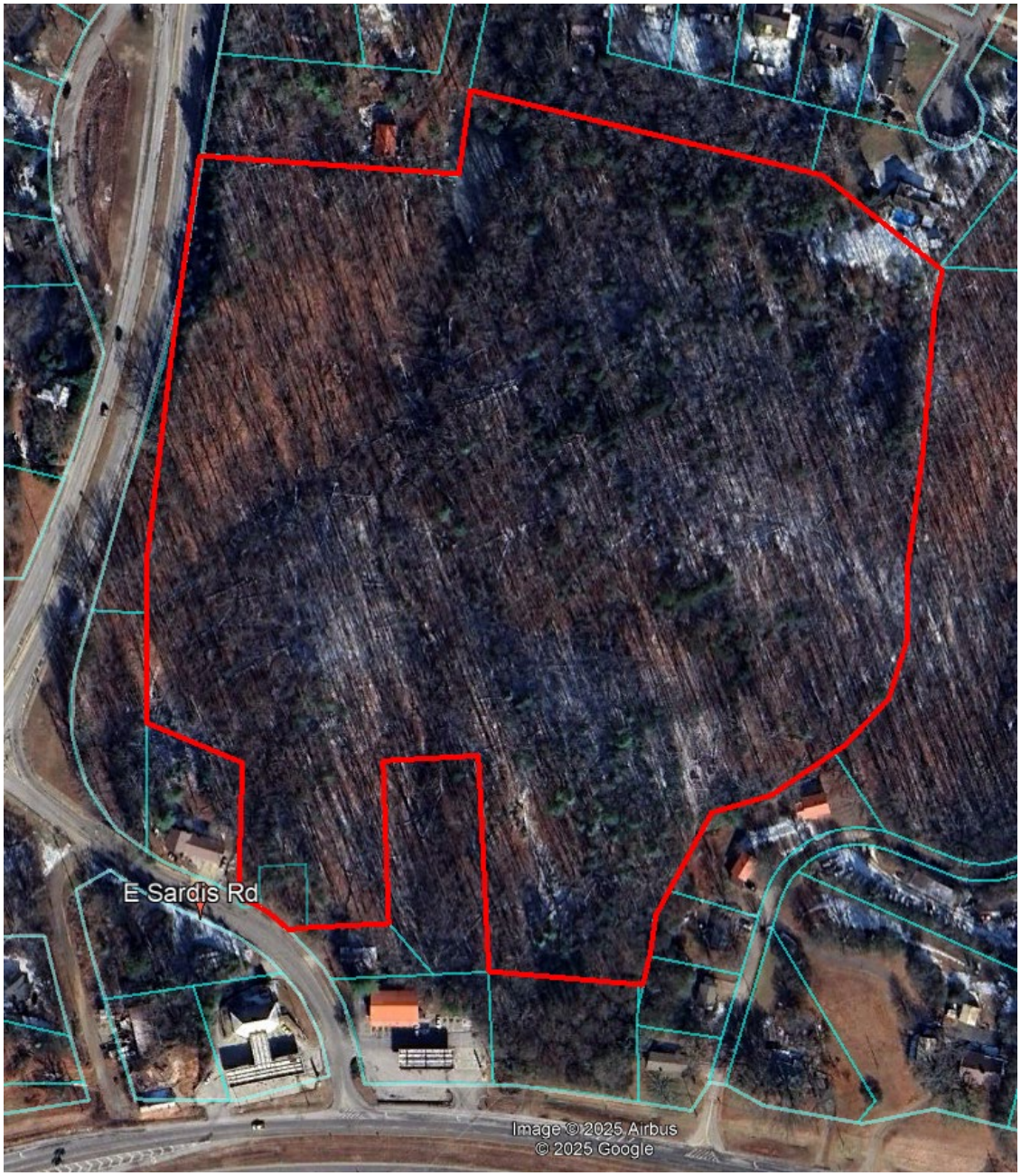
Access

Access to the property will occur in three locations; from East Sardis Road approximately 500' east of the Sardis Connector, from the Sardis Connector with a right in/right out only driveway, and from Dawsonville Highway through either an easement or fee-simple right-of-way from tax parcel 10071 000088, as shown on the conceptual zoning plan. Both full access points shown will require GDOT approval in addition to Hall County approval for access from the Sardis Connector.

Proximity to Other Uses

- Nearest undeveloped commercial property – Parcel #10070 000088 zoned S-S adjacent to the subject property
- Nearest developed commercial property – Parcel #10071 000088B zoned S-S adjacent to the subject property
- Nearest single-family home – a single-family home at 2614 East Sardis Road is located within 30’ from the southwestern boundary.
- Nearest subdivision – Highland Park S/D is located immediately north of the property.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been completed, and Hall County Engineering Staff have advised that the proposed development's projected trips are below the County's threshold requirements. Trip Generation from the Boat/RV storage is expected to produce an ADT of 90 trips, with an AM Peak Hour of 7 and a PM Peak Hour of 10.

Development Strategy

The proposed development of the Boat/RV storage may be developed in two to three phases, based on demand. Boat & RV storage will draw users from a regional base due to the number of boat ramps (14) located within a 5-mile radius and its convenient access to SR 53. Other H-B uses may occur based on market demand.

Specific Uses

- Boat and RV storage may be covered, uncovered or enclosed with a maximum of 500 - 11' x 30' storage spaces (sizes may vary depending on market demand). All internal paving may consist of graded aggregate base (GAB), asphalt, concrete or a combination of these. Exterior building materials may include metal siding and roofs.

Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the property for identification and directional purposes. All permanent internal signage must be outside of any Right of Way or Utility Easement and within a Landscape and Signage easement recorded on the Final Plat.

Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along East Sardis Road.

Special Use Permit

The application includes a request for a Special Use Permit to allow for "Major Outdoor Storage" within the H-B district.

Buffers

As required for "Commercial with outdoor activity", the Developer shall impose a 50' exterior buffer from the Boat/RV storage to adjacent residential districts and 10' where "Commercial with no outdoor activity" is adjacent to residential districts. No buffer will be provided between different commercial uses. These areas may be disturbed and re-vegetated to County standards. This buffer may be reduced where a structural buffer is provided.

Open Space

Although no open space is required, external buffer areas, stream buffers and other areas of the property not slated for development will provide substantial areas of natural open spaces.

On-Site Sewarage Management System

As there is no public sewer in this immediate area, the development will utilize on-site sewerage management systems (septic) to provide treatment. All septic systems will be designed and permitted for individual users.

Conceptual Master Plan

The development of the site shall be controlled by the Concept Plan attached. The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, storage areas, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

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Georgia law and the procedures of Hall County require the Applicant to raise Federal and State constitutional objections during the H-B master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the H-B zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia

Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

I. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this H-B master plan application be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Bradley Dunckel
DCCM
425 Oak St.
Gainesville, GA 30501
678-450-5175
bdunckel@dccm.com

Project Narrative for East Sardis Road Tract

3/27/26

LOCATION – 2632 East Sardis Road, Gainesville, GA 30506
ACREAGE – 25.9 acres +/-
PARCELS – 10071 000136
EXISTING ZONING – R-1
REQUESTED ZONING – H-B
APPLICANT – DCCM

Summary

The accompanying application seeks a zoning district change from Residential 1 (R-1) to Highway Business (H-B) for 25.8 acres of unimproved property located at 2632 East Sardis Road in northwest Hall County, approximately 500' southeast of the Sardis Connector. The intent is to develop up to 60,000 SF of commercial space and up to 500 storage spaces for Boat/RV storage. The proposed uses are consistent with the Hall County Comprehensive Plan, with an additional Special Use requirement for "Outdoor Storage". The property is located within the "Murrayville/Sardis" character area with a future land use designation of "Regional Activity Nodes & Corridors." Highway Business (H-B) is listed as an appropriate zoning district under this future land use. Completion of the development is anticipated by 2030.

Site Description

The parcel has approximately 90 LF of frontage along East Sardis Road and is roughly rectangular in shape, approximately 1,300 LF deep. The property is undeveloped with two jurisdictional streams. Domestic water (8" line) is provided by the City of Gainesville and is located in the Sardis Connector right of way. On-Site Sewerage Management systems are planned for all sewer requirements. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the intended purposes.

Adjacencies

The property is surrounded by residential zonings: R-1 and Agricultural Residential 1 (AR-1) to the east, north and west. To the south is primarily Suburban Shopping (S-S).

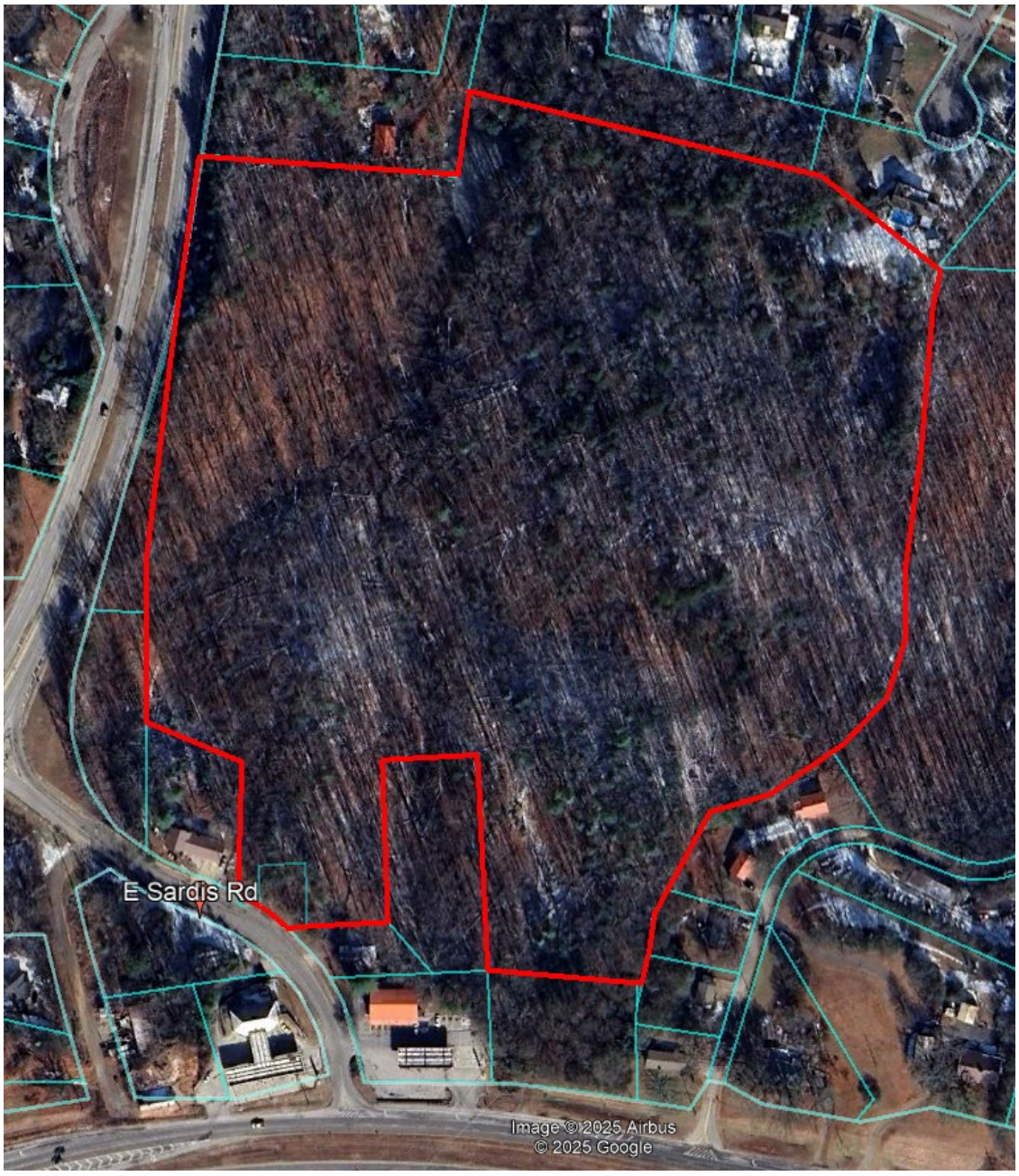
Access

Access to the property for the commercial outparcels is from East Sardis Road, which is located approximately 500' east of the Sardis Connector. A secondary right in/right out only proposed access would be located along the Sardis Connector frontage. Access to property for the boat/RV storage is planned from Dawsonville Highway through either an easement or fee-simple right-of-way from Parcel #10071 000088, as shown on the zoning plan. Both full access points shown will require GDOT approval with Hall County approval for the Sardis Connector access.

Proximity to Other Uses

- Nearest distance to undeveloped commercial property – Parcel #10070 000088 zoned S-S adjacent to the subject property
- Nearest distance to developed commercial property – Parcel #10071 000088B zoned S-S adjacent to the subject property
- Nearest distance to a single-family home – a single-family home at 2614 East Sardis Road is located within 30’ from the southwestern boundary.
- Nearest distance to a subdivision – Highland Park S/D is located immediately north of the property.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been provided and is presumably below the County's threshold requirements. Trip Generation from the Boat/RV storage is expected to produce an ADT of 205 trips, based on a buildout of 500 storage spaces. For the Commercial/Office uses, an ADT of 585 total estimated trips, based on a buildout of 60,000 SF of space.

Development Strategy

The proposed development of the Boat/RV storage may be developed in two or three phases, based on demand. Boat & RV storage will draw users from a regional base due to the 14 boat ramps located within a 5-mile radius and the site's convenient access to SR 53. The commercial uses may be pad graded for single or multiple end users, with actual building construction occurring based on demand. Certain uses, as outlined below, have been excluded from this request.

Specific Uses

- Boat and RV storage may be covered, uncovered or enclosed with a maximum of 500 - 11' x 30' storage spaces (sizes may vary depending on market demand). All internal paving may consist of graded aggregate base (GAB), asphalt, concrete or a combination of these. Exterior building materials may include metal siding and roofs.
- Commercial uses may include small retail, professional offices, or any use permitted under the H-B zoning district.

Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the property for identification and directional purposes. All permanent internal signage must be outside of any Right of Way or Utility Easement and within a Landscape and Signage easement recorded on the Final Plat.

Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along East Sardis Road.

Special Use Permit

The application includes a request for a Special Use Permit to allow for "Major Outdoor Storage" within the H-B district.

Buffers

As required for uses designated as "Commercial with outdoor activity", the Developer shall impose a 50' exterior buffer to screen the Boat/RV storage from adjacent residential districts, and a 10' landscape buffer where "Commercial with no outdoor activity" is adjacent to residential districts. No buffer will be provided between different commercial uses. These areas may be disturbed and re-planted to County standards. This buffer may be reduced where a structural buffer is provided.

Open Space

Although no open space is required, external buffer areas, stream buffers and other areas of the property not slated for development will provide substantial areas of natural open spaces.

Community Septic

As there is no public sewer in this immediate area, the development will utilize on-site sewerage management systems (septic) to provide treatment. A combination of individual and community systems may be utilized.

Conceptual Master Plan

The development of the community shall be controlled by the Concept Plan attached. The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, storage areas, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant to raise Federal and State constitutional objections during the H-B master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the H-B zoning request would lack objective justification and would result only from

neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

I. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this H-B master plan application be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Bradley Dunckel
DCCM
425 Oak St.
Gainesville, GA 30501
[redacted]
bdunckel@dccm.com

Outlook

East Sardis Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 6/19/2026 1:17 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Bradley K. Dunckel <bdunckel@dccm.com>
Sent: Friday, June 19, 2026 11:16 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Beth Garmon <bgarmon@dccm.com>
Subject: RE: East Sardis Road

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.

I spoke with Will Powell yesterday and he indicated that his discussion with Tom Bower have been positive and he feels certain that an easement or fee simple purchase of the access area from Dawsonville Hwy will be achieved.

GDOT is unwilling to review a concept plan that does not have most of the elements of a full submittal. We believe their comments are consistent with others we have received prior to working through the details needed for a full plan submittal. Obviously, we would be fine with a condition to that effect, and as Hall County has typically required a GDOT permit in order to receive an LDP, there would appear to be no risk on the County's part.

Please let us know if you have any other questions.

Thanks,

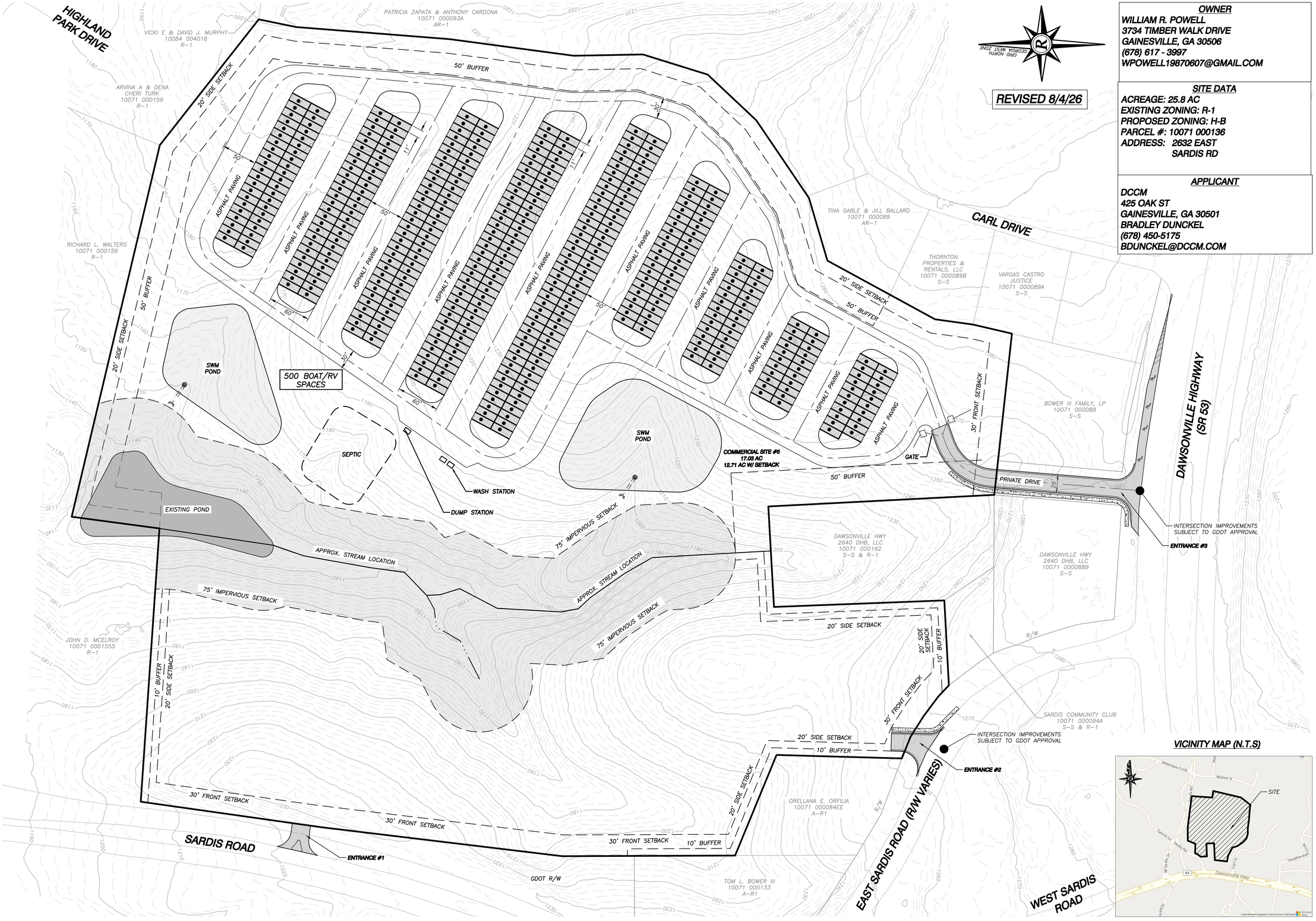
Bradley

Bradley Dunckel, PE

Director of Development Strategies

DCCM

Received 8-5-2026



OWNER
WILLIAM R. POWELL
3734 TIMBER WALK DRIVE
GAINESVILLE, GA 30506
(678) 617 - 3997
WPOWELL19870607@GMAIL.COM

SITE DATA
ACREAGE: 25.8 AC
EXISTING ZONING: R-1
PROPOSED ZONING: H-B
PARCEL #: 10071 000136
ADDRESS: 2632 EAST SARDIS RD

APPLICANT
DCCM
425 OAK ST
GAINESVILLE, GA 30501
BRADLEY DUNCKEL
(678) 450-5175
BDUNCKEL@DCCM.COM

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

CONCEPT MAP FOR:
EAST SARDIS ROAD TRACT
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.

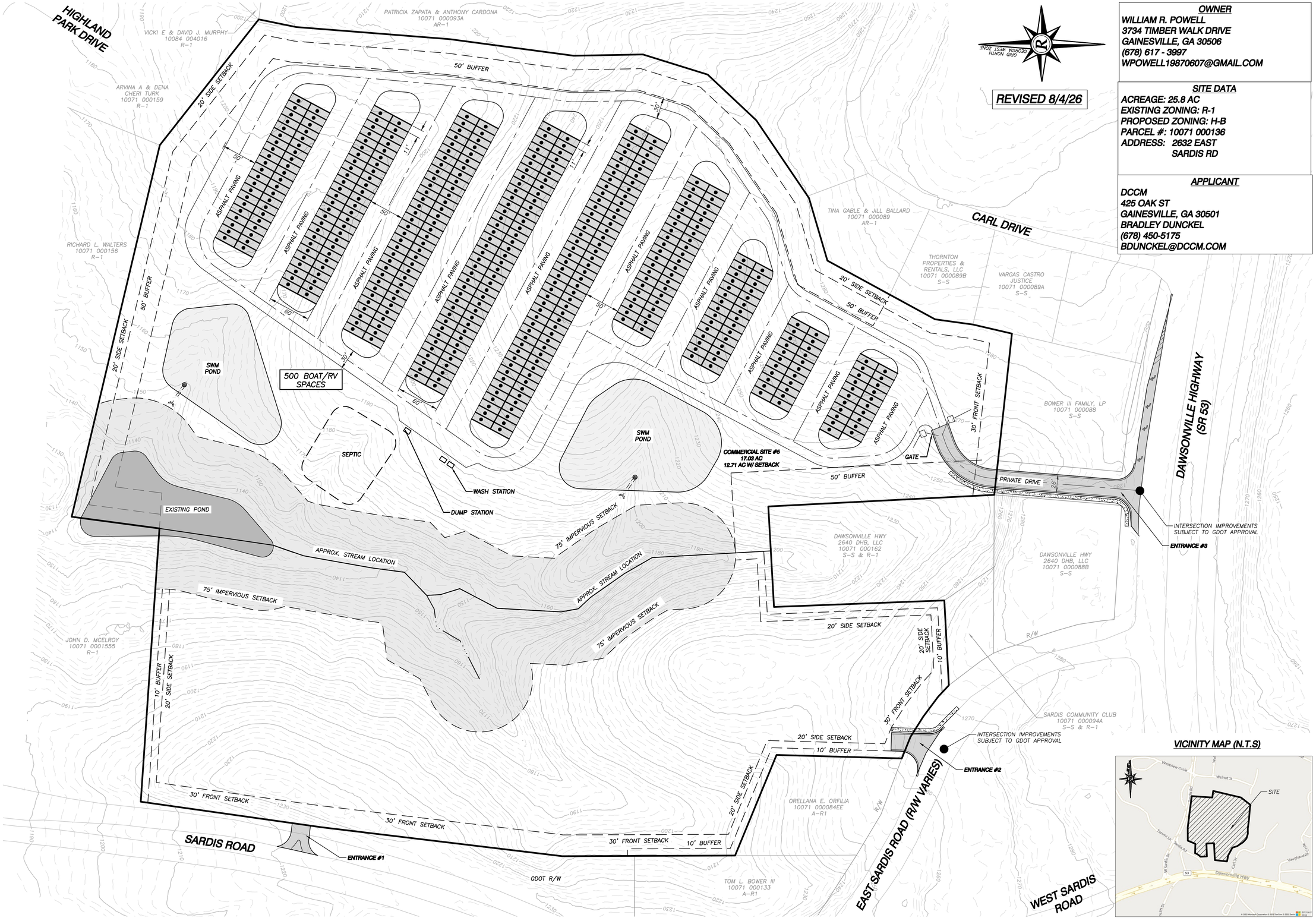
GRAPHIC SCALE
30' 0' 60' 120'

VICINITY MAP (N.T.S)

SHEET 1 OF 1

DATE: 8/4/26
SCALE: 1" = 60'
JOB NO. G225107.PRP
DWG NO. *SLOP.dwg
DRAWN BY: TCT

Received 8-5-2026



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CONCEPT MAP FOR:
EAST SARDIS ROAD TRACT
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30' 0' 60' 120'

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DATE: 8/4/26
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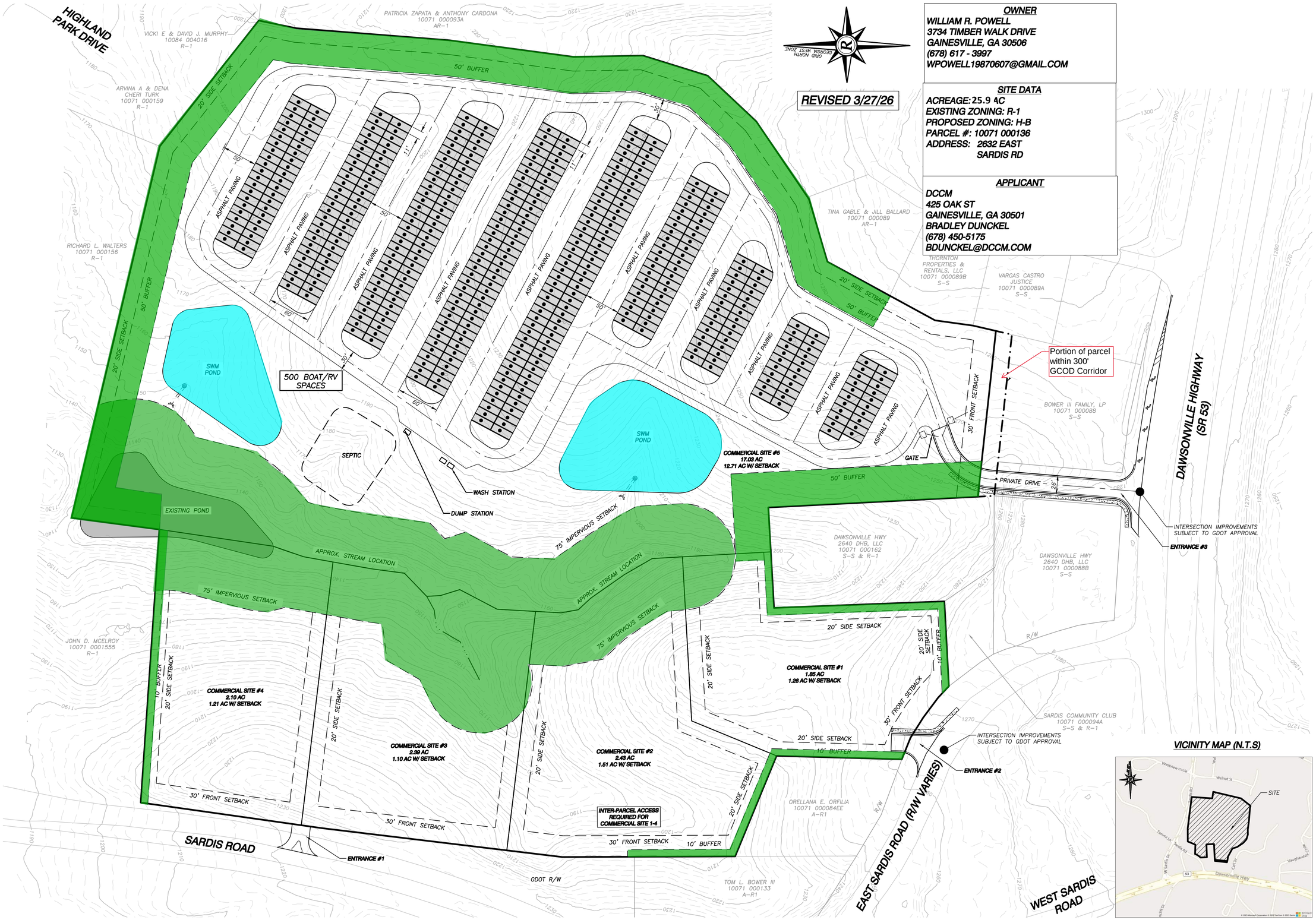

REVISED 3/27/26

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WPOWELL19870607@GMAIL.COM

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APPLICANT
DCCM
425 OAK ST
GAINESVILLE, GA 30501
BRADLEY DUNCKEL
(678) 450-5175
BDUNCKEL@DCCM.COM

Rochester | DCCM
Rochester & Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 | rochester.dccm.com

CONCEPT MAP FOR:
EAST SARDIS ROAD TRACT
LOCATED IN: HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

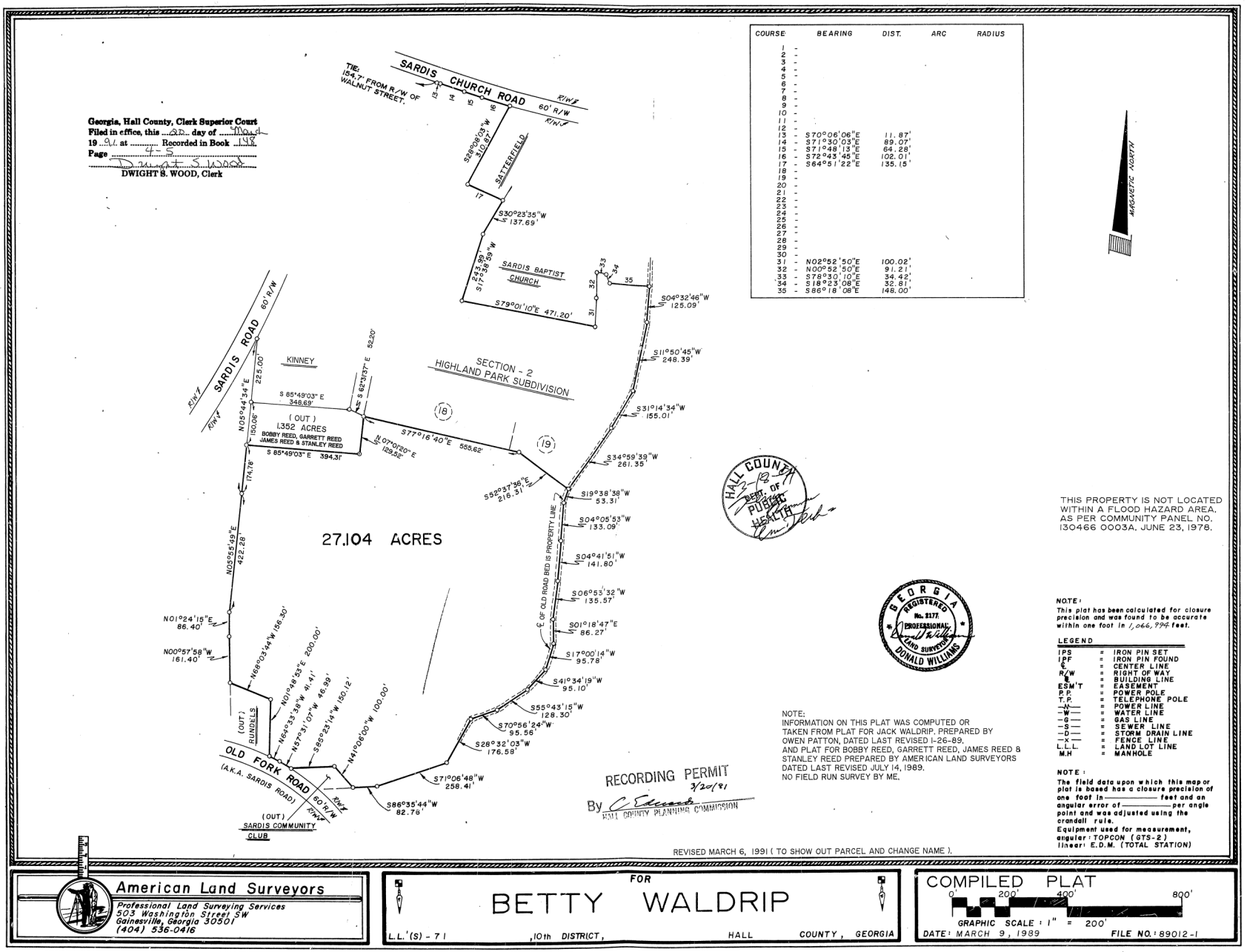
REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER | DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
30' 0' 60' 120'

SHEET 1 OF 1

DATE: 3/27/26
SCALE: 1" = 60'
JOB NO. G225107.PRP
DWG NO. *.SLOP.dwg
DRAWN BY: TCT



COURSE	BEARING	DIST.	ARC	RADIUS
1 -				
2 -				
3 -				
4 -				
5 -				
6 -				
7 -				
8 -				
9 -				
10 -				
11 -				
12 -				
13 -	S70°06'06"E	11.87'		
14 -	S71°30'03"E	89.07'		
15 -	S71°48'13"E	64.28'		
16 -	S72°43'45"E	102.01'		
17 -	S64°51'22"E	135.15'		
18 -				
19 -				
20 -				
21 -				
22 -				
23 -				
24 -				
25 -				
26 -				
27 -				
28 -				
29 -				
30 -				
31 -	N02°52'50"E	100.02'		
32 -	N00°52'50"E	91.21'		
33 -	S78°30'10"E	34.42'		
34 -	S18°23'08"E	32.81'		
35 -	S86°18'08"E	148.00'		

Georgia, Hall County, Clerk Superior Court
Filed in office, this 22 day of May
19 91 at ..... Recorded in Book 195
Page 45
Dwight S. Wood
DWIGHT S. WOOD, Clerk

HALL COUNTY 3-12-91 DEPT. OF PUBLIC HEALTH

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA, AS PER COMMUNITY PANEL NO. 130466 0003A, JUNE 23, 1978.

GEORGIA REGISTERED No. 2177 PROFESSIONAL LAND SURVEYOR DONALD WILLIAMS

NOTE:
INFORMATION ON THIS PLAT WAS COMPUTED OR TAKEN FROM PLAT FOR JACK WALDRIP. PREPARED BY OWEN PATTON, DATED LAST REVISED 1-26-89. AND PLAT FOR BOBBY REED, GARRETT REED, JAMES REED & STANLEY REED PREPARED BY AMERICAN LAND SURVEYORS DATED LAST REVISED JULY 14, 1989. NO FIELD RUN SURVEY BY ME.

RECORDING PERMIT 5/20/91
By C. Edwards
HALL COUNTY PLANNING COMMISSION

NOTE:
This plat has been calculated for closure precision and was found to be accurate within one foot in 1,066,994 feet.

LEGEND

IPS	=	IRON PIN SET
IPF	=	IRON PIN FOUND
℄	=	CENTER LINE
R/W	=	RIGHT OF WAY
B/L	=	BUILDING LINE
ESM'T	=	EASEMENT
P.P.	=	POWER POLE
T.P.	=	TELEPHONE POLE
-W-	=	WATER LINE
-G-	=	GAS LINE
-S-	=	SEWER LINE
-D-	=	STORM DRAIN LINE
-X-	=	FENCE LINE
L.L.L.	=	LAND LOT LINE
M.H	=	MANHOLE

NOTE:
The field data upon which this map or plat is based has a closure precision of one foot in _____ feet and an angular error of _____ per angle point and was adjusted using the crandall rule.
Equipment used for measurement, angular: TOPCON (GTS-2) linear: E.D.M. (TOTAL STATION)

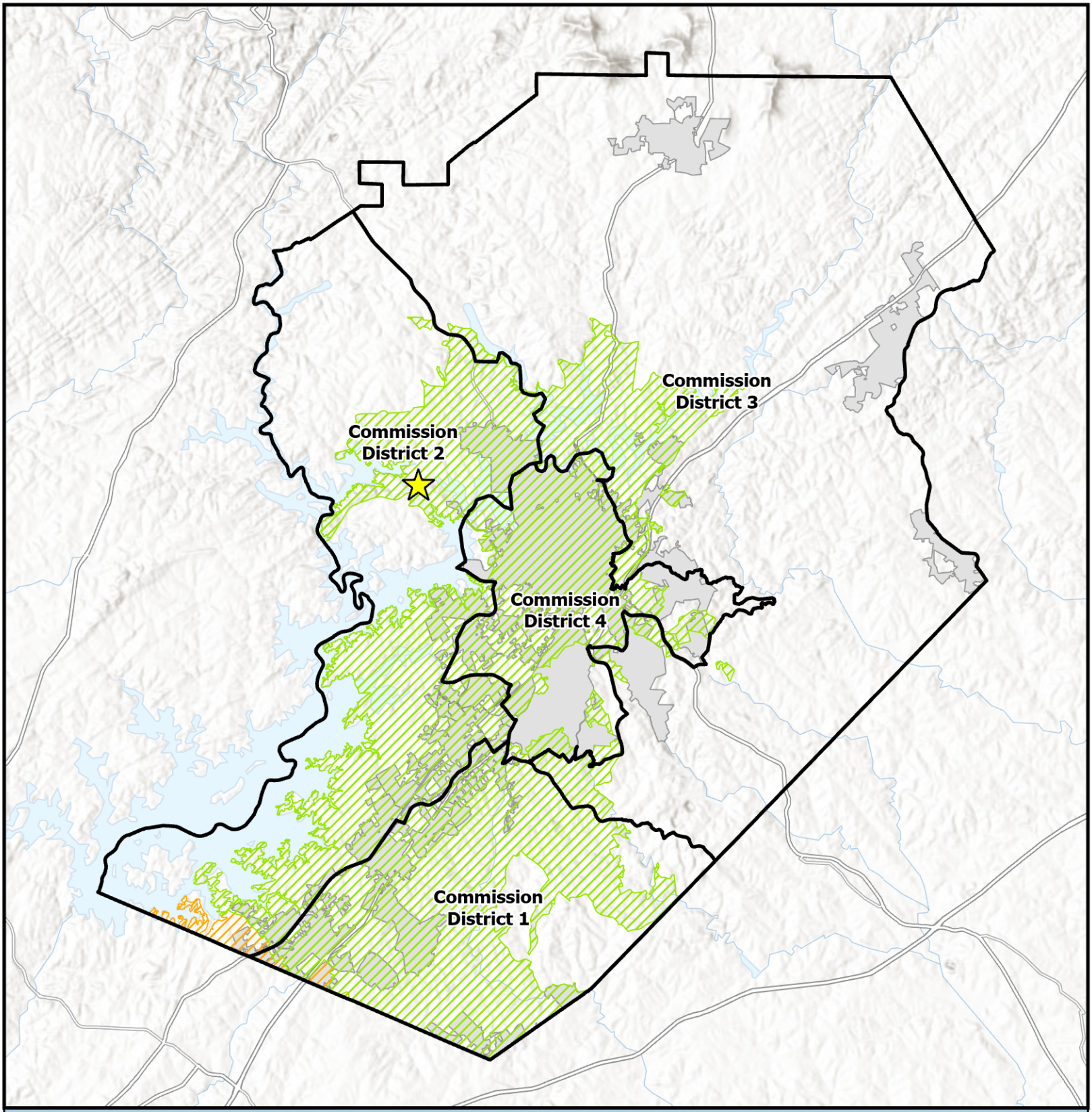
REVISED MARCH 6, 1991 (TO SHOW OUT PARCEL AND CHANGE NAME).

American Land Surveyors
Professional Land Surveying Services
503 Washington Street SW
Gainesville, Georgia 30501
(404) 536-0416

FOR
BETTY WALDRIP
L.L.'(S) - 71 ,10th DISTRICT, HALL COUNTY, GEORGIA

COMPILED PLAT
0' 200' 400' 800'
GRAPHIC SCALE : 1" = 200'
DATE: MARCH 9, 1989 FILE NO.: 89012-1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=O01148&key2=4&county=69&countyname=HALL&userid=891638&appid=28



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

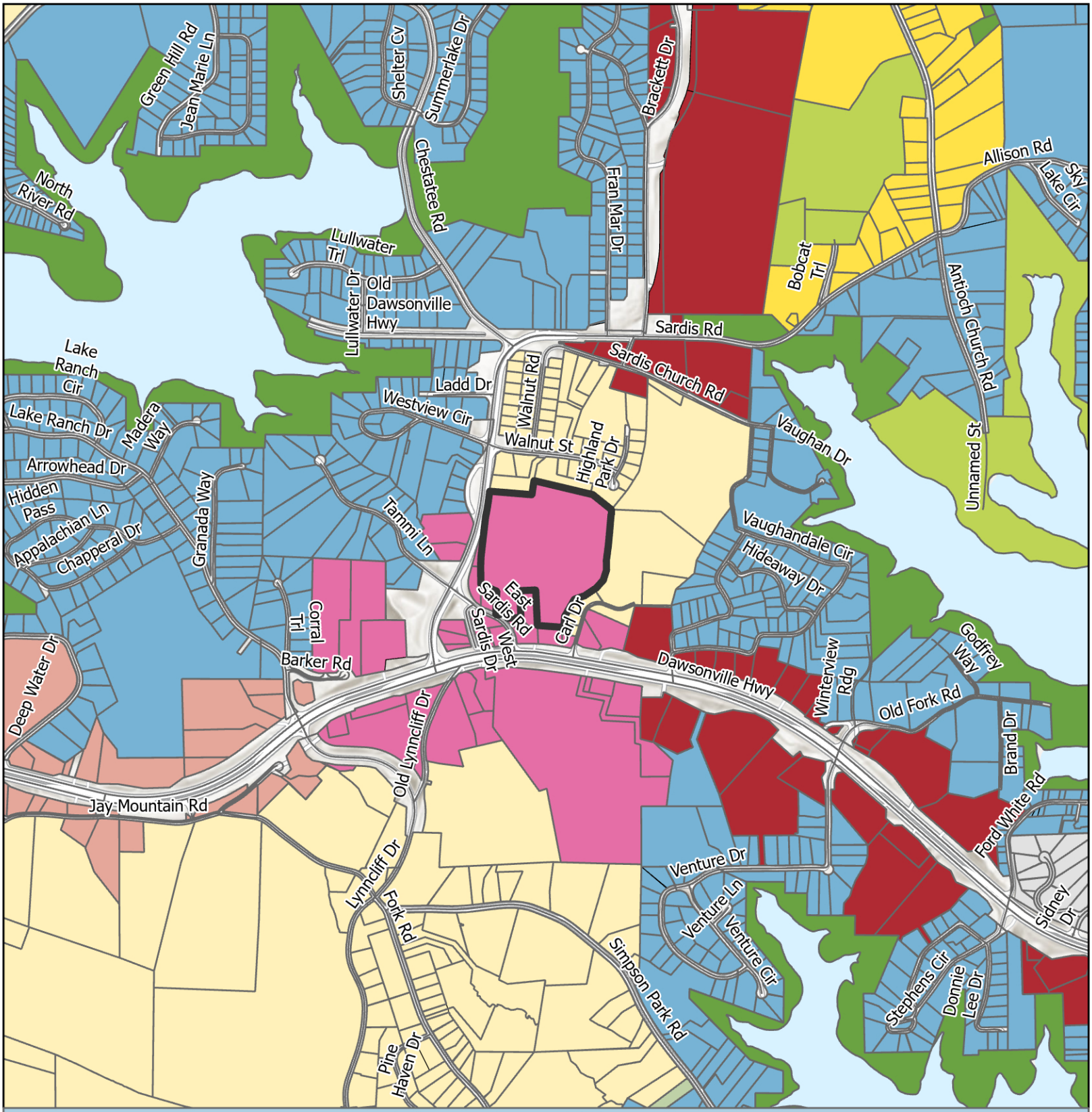
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Greenspace - Parks
- Lakeside Residential
- Regional Activity Center
- Rural Agriculture
- Rural Neighborhood
- Rural Scenic Corridors
- Suburban Neighborhood, Low-Density

Applicant: DCCM
Tax Parcel #: 10071 000136
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HALL COUNTY
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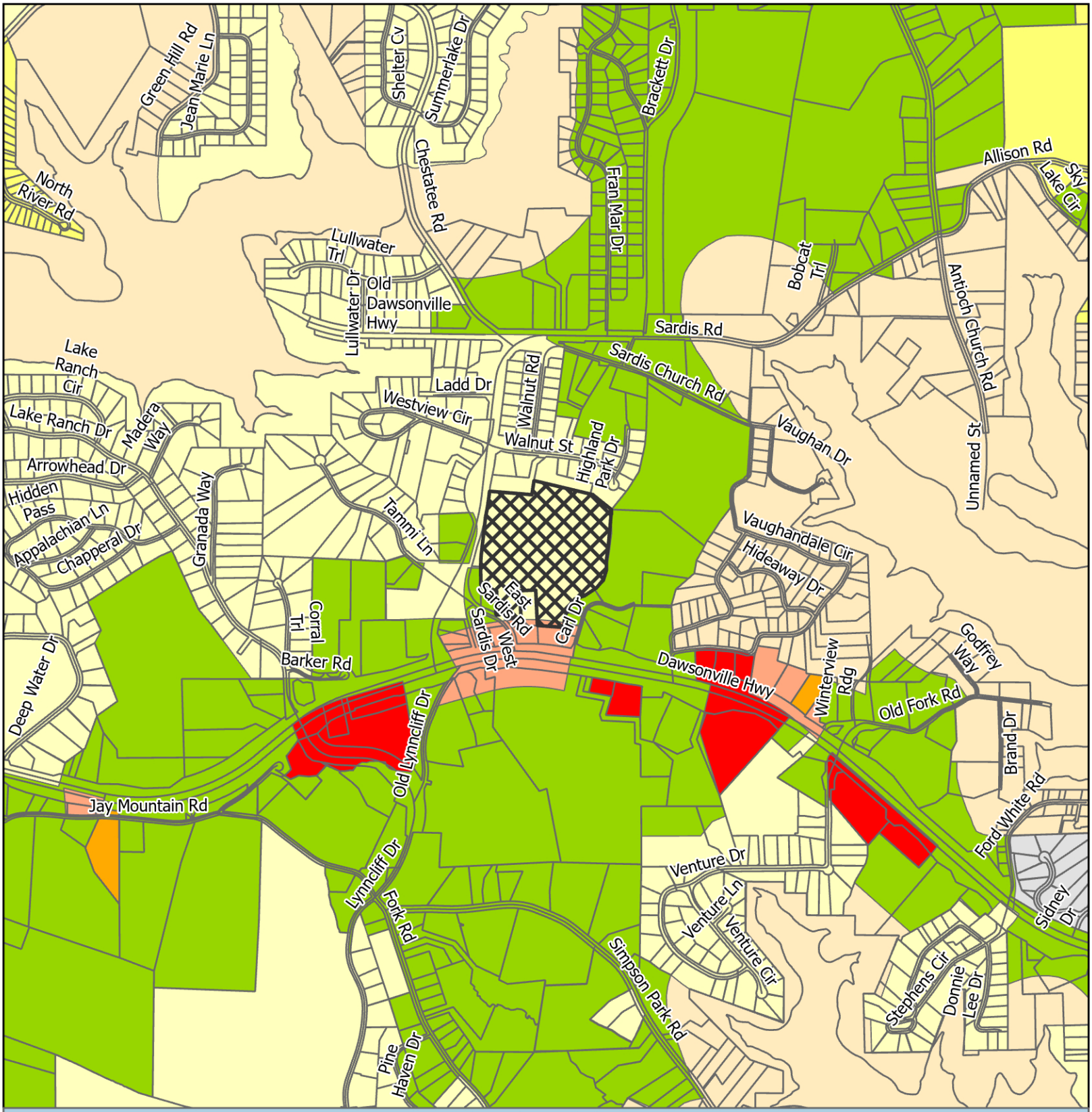
Date Prepared: 4/24/2026



Zoning Map

Subject Area
City Limits

Zoning
AR-1
H-B
PCD
PRD
R-1
S-S
V-C

Applicant: DCCM
Tax Parcel #: 10071 000136
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HALL COUNTY
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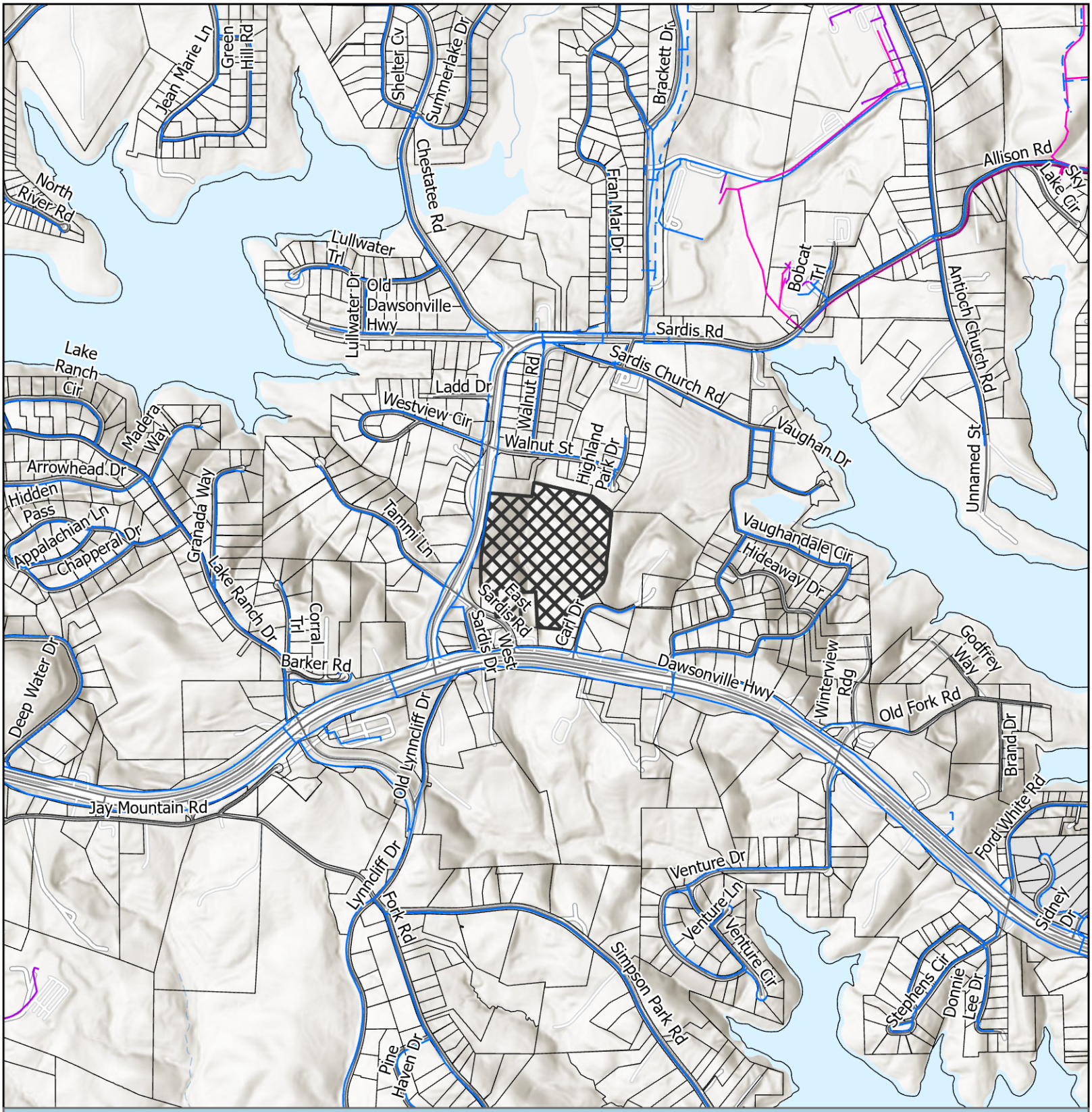

Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/27/2026

Site Plan & Aerial Map

Subject Area

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026

Sargenian

000413

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 02-11-10
Charles Baker
Superior Court Clerk
By JN
PT61 069- 2010-000893

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 11 day of February
20 10 at 9:42 Am. Recorded in Deed
Book 6664 Page(s) 413-415
Charles Baker, Clerk By JN

002576

After recording, please return to: ✓
Chamberlain, Hrdlicka, White, Williams & Martin
One Ninety-one Peachtree Tower, 34th Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1747
Attn: ~~J. Scot Kirkpatrick, Esq.~~ Joseph Forte
Telephone: 404.659.1410

STATE OF GEORGIA
COUNTY OF FULTON

GENERAL WARRANTY DEED

THIS INDENTURE, made this 27th day of October, 2009, between **RAYMOND D. SCHOENBAUM**, as party of the first part, hereinafter called Grantor, and **RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST**, as party of the second part, hereinafter called Grantee. The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns and, further, the singular shall include the plural where the context requires or permits.

WITNESSETH:

That Grantor, for and in consideration of $10.00 cash 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 Land Lot 71 of the 10th Land District, Hall County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the **Property**").

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

AND THE GRANTOR will warrant and defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on the date first written above.

Signed, sealed and delivered in the presence of:

Joe S. Ellis
Unofficial Witness

Tricia Crupi
Notary Public
My commission expires: 10/27/09

(Notary Seal)

Tricia Crupi NOTARY PUBLIC COMM. EXP. 10/27/09 Cobb Cty. GA

_____ (Seal)
Raymond D. Schoenbaum

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

After recording, please return to:
Republic Commercial Title Company, LLC
6111 Peachtree Dunwoody Road, Building D
Atlanta, Georgia 30328

eFiled and eRecorded
DATE: 02/13/2026
TIME: 5:21 PM
DEED BOOK: 9802
PAGE: 430 - 433
FILING FEES: $25.00
TRANSFER TAX: $420.00
PT61: 069-2026-001012
RECORDED BY: TH
CLERK: Mark Pettitt
Hall County, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

THIS INDENTURE, made this 13 day of February, 2026, between RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST ("Grantor"), and WILLIAM R. POWELL ("Grantee") (the words "Grantor" and "Grantee" to include their respective legal representatives, successors, and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, to wit:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 71 OF THE 10TH LAND DISTRICT OF HALL COUNTY, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein; TOGETHER with any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto (the "Property").

TO HAVE AND TO HOLD the Property, 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; SUBJECT, HOWEVER, to those items expressly referenced at Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Title Exceptions").

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor only.

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

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: 5/23/28

[NOTARIAL SEAL]

GRANTOR:

RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST

By: _____(SEAL)
Name: Raymond D. Schoenbaum
Title: Trustee

EXHIBIT "A" — LEGAL DESCRIPTION

All that tract and parcel of land lying and being in Land I.ot 71 of the 10th Land District. Hall County. Georgia. as shown and delineated as 27.104 acres on plat of said property prepared for Betty Waidrip by Donald Williams. Registered Land Surveyor, American Land Surveyors dated May 9, 1989. and revised March 6. 1991. and recorded at Plat Book 148. Pages 4-5, Hall County Plat Records.

Said property is a portion of the tract of real property conveyed by Carolyn Cook Kinney to ,lack Waldrip in a Warranty Deed dated March 10, 1989 and recorded at Deed Book 1323, Pages 106108, Hall County Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land. situate, lying and being in Land Lot 71 of the 10th Land District of Hall County, Georgia, containing 1.00 acre as shown on survey for Kangaroo. Inc. prepared by Farley-Collins 6 Associates. Registered Surveyors. dated December 13. 1995. and being more particularly described according to said Farley-Collins Survey as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING. COMMENCE at a point where the Northerly right-of-way of State Highway No. 53 intersects the Easterly right-of-way of Sardis Road - Cutoff: thence South 88 degrees 40 minutes 00 seconds East 190.64 feet to an iron pin corner: thence North 1 degrees 23 minutes 00 seconds west 169.43 feet to an iron pin corner. which iron pin corner is the TRUE POINT 01: BEGINNING: thence from said TRUE POINT OF BEGINNING South 88 degrees 34 minutes 00 seconds West 82.76 feet to a point: thence North 38 degrees 57 minutes 26 seconds West 100.00 feet to a point: thence North ! degrees 23 minutes 00 seconds West 240.63 feet to an iron pin corner: thence North 88 degrees 37 minutes 00 seconds East 143.74 feet to an iron pin corner: thence South I degrees 23 minutes 00 seconds East 319.61 feet to the TRUE POINT OF BEGINNING.

Said property being the same tract of real properly conveyed by Raymond Schoenbautn to Mansfield Oil Company of Gainesville. Inc. in a Warranty Deed dated January 26. 1996 and recorded at Deed Book 2542. Pages 304-305. Hall County Georgia Records.

ALSO LESS AND EXCEPT any portion of the property set forth above contained within that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, records of the Superior Court of Hall County, Georgia.

C

EXHIBIT "B"

1. All taxes for the year 2025 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the date herein.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements or claims of easements, not shown by the Public Records

4. Taxes or special assessments which are not shown as existing liens by the Public Records.

5. Right of Way Easement from B.H. Kinney to Jackson Electric Membership Corporation, a corporation, dated August 13, 1964, filed August 18, 1964 and recorded in Deed Book 288, Page 516, records of the Superior Court of Hall County, Georgia.

6. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, **a** political subdivision of the State of Georgia, dated April 28, 1965, filed May 20, 1965 and recorded in Deed Book 305, Page 533, aforesaid records.

7. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, a political subdivision of the State of Georgia, dated June 26, 1967, filed XX August XXXX and recorded in Deed Book 352, Page 367, aforesaid records.

8. Ingress and Egress Easement from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 101, aforesaid records.

9. Easements as contained within that certain Warranty Deed from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 106, aforesaid records.

10. Relinquishment of access rights (except where designated by the Department of Transportation) and easements as contained in that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, aforesaid records.

11. Perpetual Easement — Water Main from Raymond Schoenbaum to City of Gainesville, Georgia, dated November 10, 2005, filed November 18, 2005 and recorded in Deed Book 5512, Page 491, aforesaid records.

12. All matters affecting subject property as shown on the following plats, all aforesaid records:

    (A) Plat Book 21, Page 105;
    (B) Plat Book 33, Page 173
    (C) Plat Book 38, Page 26;
    (D) Plat Book 135, Page 6;
    (E) Plat Book 135, Page 7;
    (F) Plat Book 148, Page 4; and
    (G) Plat Book 148, Page 5.

LEGAL DESCRIPTION for ZONING PURPOSES ONLY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 71, 10TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD; THENCE ALONG THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 55°32'51" WEST, 46.99 FEET TO A POINT; THENCE NORTH 62°35'22" WEST, 41.41 FEET TO A POINT; THENCE LEAVING THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 03°47'09" EAST, 200.00 FEET TO A POINT; THENCE NORTH 66°05'28" WEST, 156.30 FEET TO A POINT; THENCE NORTH 01°00'18" EAST, 161.40 FEET TO A POINT; THENCE NORTH 03°22'31" EAST, 86.40 FEET TO A POINT; THENCE NORTH 07°54'05" EAST, 422.28 FEET TO THE EAST RIGHT OF WAY OF SARDIS ROAD; THENCE ALONG THE EAST RIGHT OF WAY OF SARDIS ROAD NORTH 07°42'50" EAST, 174.78 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT OF WAY OF SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 83°50'47" EAST, 394.31 FEET TO A POINT; THENCE NORTH 08°59'36" EAST, 129.52 FEET TO A POINT; THENCE SOUTH 75°18'24" EAST, 555.62 FEET TO A POINT; THENCE SOUTH 50°39'20" EAST, 216.31 FEET TO A POINT; THENCE SOUTH 21°36'54" WEST, 53.31 FEET TO A POINT; THENCE SOUTH 06°04'09" WEST, 133.09 FEET TO A POINT; THENCE SOUTH 06°40'07" WEST, 141.80 FEET TO A POINT; THENCE SOUTH 08°51'48" WEST, 135.57 FEET TO A POINT; THENCE SOUTH 00°39'29" WEST, 86.27 FEET TO A POINT; THENCE SOUTH 18°58'30" WEST, 95.78 FEET TO A POINT; THENCE SOUTH 43°32'35" WEST, 95.10 FEET TO A POINT; THENCE SOUTH 57°41'31" WEST, 128.30 FEET TO A POINT; THENCE SOUTH 72°54'40" WEST, 95.56 FEET TO A POINT; THENCE SOUTH 30°30'19" WEST, 176.58 FEET TO A POINT; THENCE SOUTH 73°05'04" WEST, 258.41 FEET TO A POINT; THENCE NORTH 01°33'17" WEST, 320.06 FEET TO A POINT; THENCE SOUTH 88°26'42" WEST, 143.74 FEET TO A POINT; THENCE SOUTH 01°33'18" EAST, 240.63 FEET TO A POINT; THENCE SOUTH 88°21'30" WEST, 150.12 FEET TO THE **POINT OF BEGNINNING.**

SAID TRACT CONTAINS 25.9 ACRES, MORE OR LESS.

CITY OF
GAINESVILLE

WATER RESOURCES

September 17, 2025

Rochester | DCCM
Attn: Bradley Dunckel, PE
425 Oak Street, NW
Gainesville, GA 30501

Re: Water Availability
Proposed Mixed-Use Development
2632 Sardis Road
PIN: 10071 000136

Dear Mr. Dunckel,

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

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

Currently, the City has adequate domestic water capacity to serve your proposed mixed-use development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

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

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: April 29, 2026

Subject: May 28, 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 provided the basis of information provided by the applicantand on 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.

* 0 Stringer Rd, Stump/Becker: No comment.

* 866 Gainesville Hwy, Taylor & Mathis: Must meet all Environmental Health commercial septic system permitting requirements if public sewer is not available. Written documentation from Buford Utilities required stating sewer not available at time of plan review application. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

* 2632 Sardis Rd, DCCM: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 5351 Lanier Islands Pkwy, Bell: No comment.

* 5831 Hilltop Dr, McDaniel: No comment.

* 5964 Overby Rd, Riggs: Must meet all residential permitting requirements. An original copy of the Level 3 soil evaluation, a copy of recorded plat, and a detailed site plan will be required at time of septic permit application. Please note that BOC approval does not imply approval from other county departments.

* 5989 Lanier Islands Pkwy, Wood: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Hash, Christopher M <CHash@dot.ga.gov>
Date Fri 4/17/2026 4:29 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@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.

866 Gainesville Hwy Taylor and Mathis - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
2632 Sardis Rd - DCCM - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5351 Lanier Islands Pkwy - Keith Bell - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5831 Hilltop Dr - Doug McDaniel - Off system, no impacts to the state route expected.
0 Stringer Rd - Patricia Stump Laurence Becker - Off system, no impacts to the state route expected.
5989 Lanier Islands Pkwy - Benji Wood - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5964 Overby Rd - Nancy Riggs - Off system, no impacts to the state route expected.

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

I will be out of the office from 4-18-26 to 5-3-26 please contact the Traffic Operations Office at 770-530-5456 for assistance during this period.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 4/29/2026 11:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Dorminey, Madison N <mdorminey@dot.ga.gov>
Sent: Wednesday, April 29, 2026 11:14 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: RE: 5-28-26 Hall County Rezoning GDOT Comments

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.

Kaitlyn,

In addition to the comment regarding coordination with GDOT D1 for driveway consideration, please make sure the initial comment (below) is also included:

The proposed access does not me GDOT driveway spacing requirements. Sight distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53.

Thanks,

Madison Dorminey, P.E.
Assistant District Traffic Engineer

GDOT Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Wednesday, April 29, 2026 11:06 AM
To: Dorminey, Madison N <mdorminey@dot.ga.gov>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: Fw: 5-28-26 Hall County Rezoning GDOT Comments

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: April 28, 2026

Subject: May 28, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the May 28, 2026, meeting. Upon review, we provide the following comments.

0 Stringer Rd

- **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site.
  Show stream buffer and impervious setback from wrested vegetation not centerline of stream
- **Traffic:** Common access driveway standards may apply dependent upon the final development plan.
- **Utilities:** No comment. Property is in Hall County service area but sewer is not available near that location.

2632 Sardis Road

- **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** A trip Generation memo has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.
- **Utilities:** Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

5351 Lanier Island Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: As access is on SR 347 and subject to review by GDOT, traffic has no concerns with this request.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5831 Hilltop Drive

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: The comments on condition # 2 included in the April 10, 2026 memo are still applicable
- **Utilities**: No comment. Property is not located in the Hall County service delivery area.

5964 Overby Road

- **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site
- **Traffic:** The proposed zoning change will not significantly increase traffic volumes
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5989 Lanier Islands Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** Access to the proposed development is from SR 347. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

866 Gainesville Hwy

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** Access to the proposed development is from SR 13. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

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: 4/20/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items - 5-28-2026 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 5/28/26 meeting. Upon review, we provide the following comments.

• 0 Stringer Road | Variance to Section 3.2 | Patricia Stump & Laurence Becker, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5351 Lanier Islands Parkway | Special Use | Keith Bell, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5831 Hilltop Drive | Special Use | Doug McDaniel, applicant

The current condition of Hilltop Drive does not meet fire code regarding required road width of 20 feet from Atlanta Highway to the commercial development. Meeting the requirement of condition 2 of the Memorandum dated 4/10/26 would satisfy the fire code requirement.

• 5964 Overby Road | Rezone | Nancy E Riggs, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• (A) 2632 Sardis Road| Rezone | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (B) 2632 Sardis Road | Special Use | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (A) 5989 Lanier Islands Parkway| Rezone | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

1) The 20,000 SF building will require a supervised fire protection system
2) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
3) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 5989 Lanier Islands Parkway | Special Use | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

4) The 20,000 SF building will require a supervised fire protection system
5) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
6) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (C) 5989 Lanier Islands Parkway | Variance to Section 6.2.5 | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

7) The 20,000 SF building will require a supervised fire protection system
8) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
9) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (A) 866 Gainesville Highway | Rezone | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 866 Gainesville Highway | Variance to Section 6.2 | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

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

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: April 21, 2026

Subject: May 28, 2026 Hall County Board of Commissioners meeting- Planning Items

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Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the May 28, 2026 meeting. Upon review, we provide the following comments.

- 2632 Sardis Road – DCCM
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 5351 Lanier Islands Pkwy – Keith Bell
  - CB Farms has an active business license. Their opening date for their business license was October 11, 2024. We have received no complaints regarding the business.
- 5831 Hilltop Drive – Doug McDaniel
  - Corbelstone, Inc held an active business license with Hall County from 01/01/2008 until 12/31/2025. Any future business at this address will need to apply for a business license with the Hall County Business License department.
- 5989 Lanier Islands Pkwy – Benji Wood
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 866 Gainesville Hwy- Taylor and Mathis
  - JP Tire Shop, LLC has had an active business license with Hall County since 05/08/2017.
  - Global Imports Auto Sale 2, LLC has had an active business license with Hall County since 03/02/2018.

Outlook

Public Notice Sign - 2632 Sardis Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/3/2026 11:56 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

2 attachments (5 MB)
IMG_2519.jpeg; IMG_2518.jpeg;

From: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Tuesday, September 1, 2026 10:21 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>
Cc: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Re: Public Notice Sign - 2632 Sardis Rd

Changed these two signs to reflext BOC date as October 8th,2026.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

HALL COUNTY
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ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: N/A	Date: OCT. 8, 2026
Time: N/A	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: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: OCT. 8, 2026

Time: 6:00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

Lynn Taylor (Planning)

From: Colton Brown (Marshals)
Sent: Monday, August 24, 2026 10:43 AM
To: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Amanda M. Reagan (Marshals); Richard Ellis (Marshals)
Cc: Lynn Taylor (Planning); Liliana Cortez (Planning)
Subject: Re: Public Notice Sign - 2632 Sardis Rd
Attachments: IMG_2485.jpeg; IMG_2486.jpeg

Good Morning,

Located and change 2 signs at this location to reflect BOC meeting date as Sept. 10, 2026. Please see photos attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Friday, August 21, 2026 16:53
To: Colton Brown (Marshals) <cabrown@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Re: Public Notice Sign - 2632 Sardis Rd

Please send to the group as Kaitlyn will be out. Thanks!

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

From: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Friday, 21 August 2026 15:49:26
To: Kaitlyn Elliott (Planning) <kelliott@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: Re: Public Notice Sign - 2632 Sardis Rd

I can first thing Monday morning and get those photos before EOD. Thanks.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

HALL COUNTY
GEORGIA
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From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, 21 August 2026 15:42:42
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: Re: Public Notice Sign - 2632 Sardis Rd

Good Afternoon,

Can someone please change these 2 notice signs to reflect a date of September 10, 2026 ? We would need the photos by end of day Monday so they can be added into HCAM.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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

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, July 27, 2026 1:28 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: Re: Public Notice Sign - 2632 Sardis Rd

Afternoon!

Can someone go out and change the Board of Commissioners' meeting date to **October 8, 2026**, on these **2** signs and send us pictures? Please let me know if you need any additional information!

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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

Please note: 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: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Friday, June 26, 2026 12:46 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Re: Public Notice Sign - 2632 Sardis Rd

Good Afternoon,

I located and updated 2 signs on this property to reflect BOC date as July 23,2026 @ 6:00PM. Pictures attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office
have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

From: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Friday, 26 June 2026 08:25:11
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Re: Public Notice Sign - 2632 Sardis Rd

Good Morning,

I will head that way shortly.

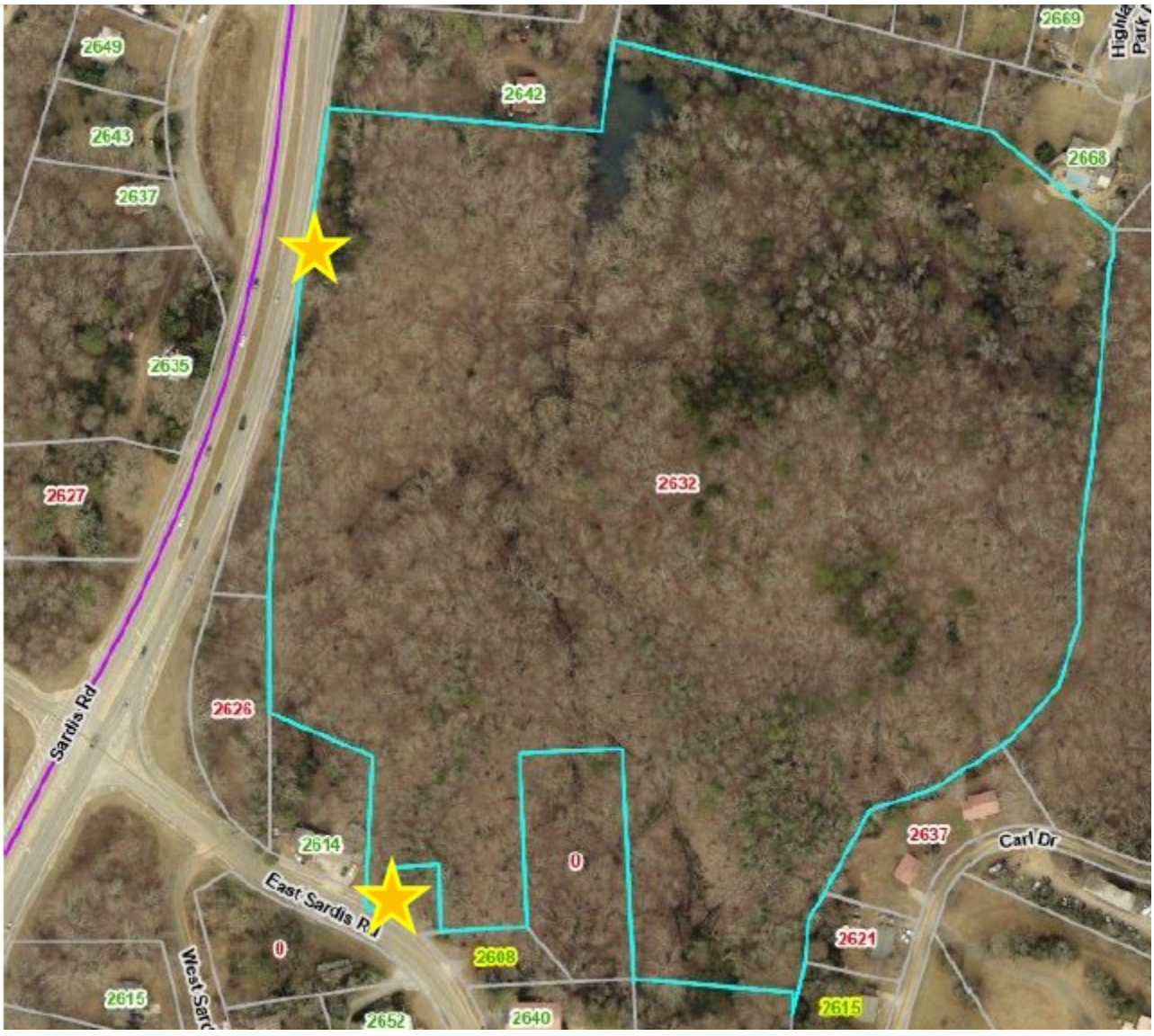
Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office
have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, 26 June 2026 08:23:30
To: Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@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 - 2632 Sardis Rd

Good Morning,

Can someone go out and change the Board of Commissioners' meeting date to July 23, 2026, on these **2** signs and send us pictures? Please let me know if you need any additional information!



Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

HALL COUNTY
GEORGIA
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Hall County Planning and Zoning does NOT accept wire transfers.
All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Outlook

Public Notice Sign - 2632 Sardis Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 6/29/2026 9:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

2 attachments (5 MB)
IMG_2277.jpeg; IMG_2278.jpeg;

From: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Friday, June 26, 2026 12:46 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Re: Public Notice Sign - 2632 Sardis Rd

Good Afternoon,

I located and updated 2 signs on this property to reflect BOC date as July 23,2026 @ 6:00PM. Pictures attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

HALL COUNTY
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Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

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

04-2024

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

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

Ssrdis Road Re: Public Notice Sign

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/29/2026 10:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

2 attachments (3 MB)
pro-do5xg7Gg.jpeg; pro-42iwQlrE.jpeg;

From: Richard Ellis (Marshals) <rellis@hallcounty.org>
Sent: Friday, May 29, 2026 9:58 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Ssrdis Road Re: Public Notice Sign

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Thanks,

Sergeant Rich Ellis
Marshal's Office
Hall County Community Development and Infrastructure
(770) 531-6762 | www.hallcounty.org

HALL COUNTY
GEORGIA
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ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: N/A	Date: JUNE 25, 2026
Time: N/A	Time: 6.00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:56:48
2643 Sardis Road
Gainesville
Hall County
Georgia

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: N/A
Time: N/A

COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:51:55
2614 Sardis Road
Gainesville
Hall County
Georgia

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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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 April 30, 2026 AND NO LATER THAN May 06, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN May 06, 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, Bradley Dunckel (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** 4/30/26 (Date) **for** DCCM (Name application filed as).

Signature _____

(The original document is required)

Live effect Remaster

Thursday, April 30, 2026 · 5:31 PM

20260430_173110.jpg

Live effect

Remaster

Thursday, April 30, 2026 · 5:41 PM

Outlook

2632 East Sardis Road

From Bradley K. Dunckel <bdunckel@dccm.com>
Date Thu 5/21/2026 3:57 PM
To Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon <bgarmon@dccm.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,
We would like to request that this application be tabled until the June 25th BOC meeting. This will allow us additional time to address some of the comments regarding the application. If there are any new comments, please forward them as appropriate.
Thanks,
Bradley

Bradley Dunckel, PE
Director of Development Strategies

DCCM

A 425 Oak Street, Northwest, Gainesville, Georgia 30501
P 678.450.5175 **C** 770.363.1997
DCCM.com |

This e-mail, including attachments, may include confidential information and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient, the reader is hereby notified that any dissemination, distribution, or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.

N

Subject Property
Against
Support

0 470 940 Feet

Public Comments Map

Subject Property Address:
2632 Sardis Road

Applicant:
DCCM

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 4
Support: 0

Date Prepared: 5/27/2026

HALL COUNTY GEORGIA
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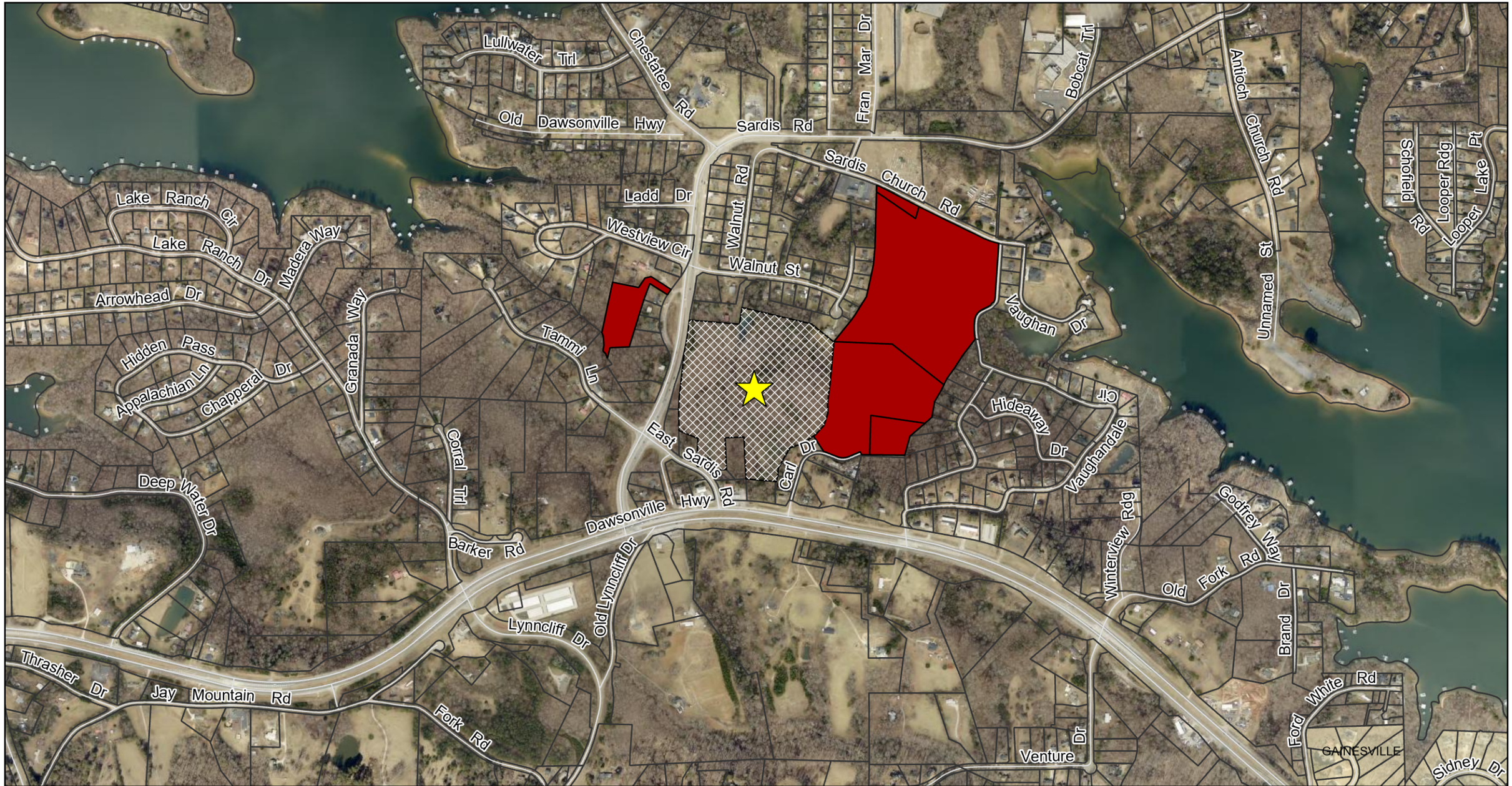

N

Subject Property

Against

Support

0 920 1,840 Feet

Public Comments Map

Subject Property Address:
2632 Sardis Road

Applicant:
DCCM

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 9
Support: 0

Date Prepared: 6/22/2026

HALL COUNTY GEORGIA
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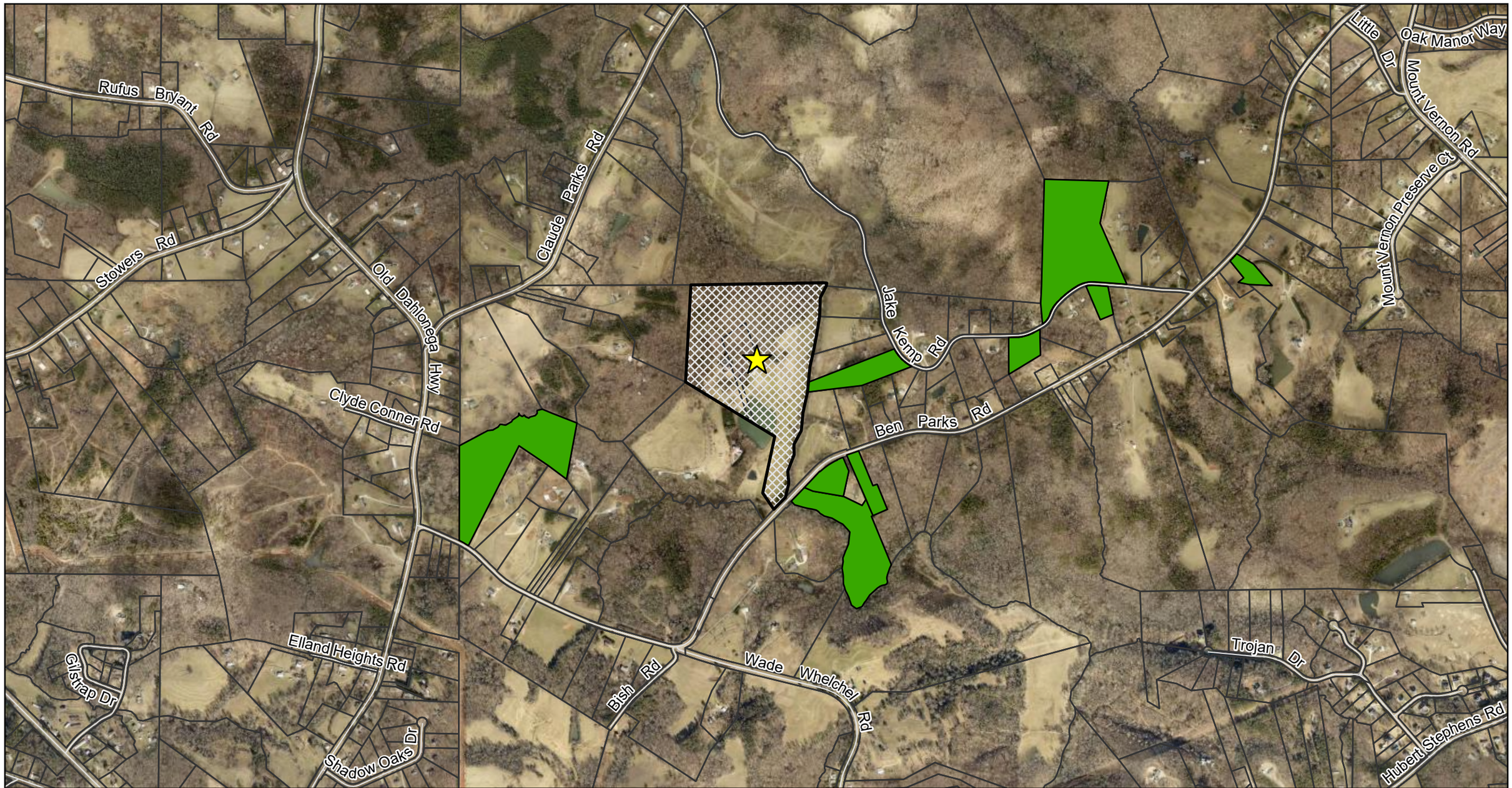

N

Subject Property
Against
Support

0 1,300 2,600 Feet

Public Comments Map

Subject Property Address:
6249 & 0 Ben Parks Road

Applicant:
James & Suzi Lewis

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 0
Support: 13

Date Prepared: 7/22/2026

HALL COUNTY GEORGIA
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Anael Dominguez (Administration)

From: Damian Abaddon [redacted]
Sent: Saturday, May 16, 2026 4:37 AM
To: Open Records - Administration; Jennifer Rivera (Administration)
Subject: 2332 Sardis Rd

Some people who received this message don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To be included in public comment 2332 Sardis Rd.

The fox's are in the hen house! Billy Powell must be called out and held accountable for his use of elected position for his personal gain, corruption, and cronyism. This has been going on for a while, but has now been made blatantly obvious by the 2332 Sardis Road rezone application. This rezone should be denied, along with any other project he has a hand in. His appointment of developer/partner/rezoning applicant Bradley Dunkle should be nullified. We now have the Processing Plant within the hen house!!

Damian Abaddon

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 22, 2026 8:21 AM
To: Timothy Ader
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: 2632 Sardis Rd.

Your public comment was received and will be added to the record regarding this zoning application.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
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From: Timothy Ader [redacted]
Sent: Friday, May 22, 2026 7:49 AM
To: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: 2632 Sardis Rd.

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.

Commissioners and those it may concern:

As in my letter before for this property, I oppose this rezone. Keep Sardis Road Residential. Let this new connector through our residential area be just that; a residential area that has a road through it that is easily travelled. I fear that allowing 4 commercial lots on Sardis would be the downfall of the area. I understand that this is a mystical concept for a 4 lane road to not be lined with businesses. Allowing this project would just be starting the race to develop this "new road" , decreasing its efficiency as a connector, forcing urbanization, and pushing its residents away.

After further review, I oppose the new site plan even more than before. It not only does not belong in our area.

There are major ethical concerns of the nature of this project's beginning and path to rezone and construction.

Four Commercial lots connected to and directly across the street from homes with no known uses or timeframe of use. Inter-parcel access noted as being required- poor access, limited land area and large amount of impervious setbacks.

Claims that only 20ft of the property are within the GCOD Corridor to build by different standards.

Cross traffic and U turns in the portion of the road are difficult. Currently not enough road surface for a long bed pickup or truck and trailer to make a comfortable u turn. This will not be improved with the completion of the Sardis Connector.

Project was previously recommended for denial by staff- not all concerns have been addressed.. Staff also commented that this project WAS NOT CONSISTENT with the intent of the Regional Activity Nodes

Site plan does not show the extent of grading needed.

Mass graded proposal of storage units is right next to and will be insight of residential and ag areas that have been well established for decades.

Buffers are not large enough to block view or sound.

Long to indefinite time of completion.

Zoning is supposed to protect the interests of the people – the Hall County Resident; not to benefit businesses, developers, politicians.... Residents buy homes in residential zoned areas expecting to live their lives and raise families in residential areas. Meetings often site the phrase - for future land use... as residents in residential and ag areas, we have predicted (by owning and living here) that the future land use be as already designated. The UDC should protect this.

Thanks for taking the time to listen to the concerns of a resident,

Tim Ader

Please include in public comments

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Wednesday, June 24, 2026 8:50 AM
To: Anael Dominguez (Administration)
Subject: Fw: 2632 Sardis Rd

Get Outlook for iOS

From: Timothy Ader [redacted]
Sent: Tuesday, 23 June 2026 22:50:03
To: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: 2632 Sardis Rd

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.

It appears as though we will be faced with some sort of commercial endeavor at 2632 Sardis Rd. as the UDC and comp plan allows for it. Inevitable as some may describe... Could we please pause or table this development and have some open dialog (round table) between the developers, land owner, planners, and residents? Maybe a mutual agreement could be achieved instead of a community being agitated and feeling misled/betrayed by their elected official(s). A Cohesive Step into the Future of the Sardis Connector would be greatly appreciated; as this whole Sardis Connector project is growing weary for most residents, and this DCCM project seems to be getting started off on the wrong foot.

Additionally;

The current plan does not have DOT approval or DPH approval as presented. If approved in this current state it just solidifies the community's lack of trust. Proven time after time when developers are given leeway, they'll take and more then use some legalese or hardship to get what they wanted.

I have spoken to /heard from at least 22 residents in the immediate surrounding area who oppose the rezone and each one of them have voiced the concern of lack of trust in the process, with the common statement of - it doesn't matter what we do, they just do what they want anyway.
Several were too fearful to publicly comment or even send letters.

Tim

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Tuesday, May 26, 2026 8:55 AM
To: Anael Dominguez (Administration)
Subject: FW: Sardis rezoning

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Tuesday, May 26, 2026 8:00 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Fw: Sardis rezoning

Public comments, Thanks!

@Kaitlyn Elliott (Planning) if you could please respond.

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(direct office) 770-297-2649
kahmed@hallcounty.org

From: Cathy Skinner [redacted]
Sent: Monday, May 25, 2026 9:11 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Sardis rezoning

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.

I would like this to go on record about the Sardis Rd rezoning. Getting this denied is very important to the future of our community.
This is from Lamar and Cathy Skinner 2670 Carl Drive

This development is an environmental disaster. The land is very sloped with ridges and valleys that has water draining into a small pond. There are no flat or level areas. The tree removal and grading needed to put the amount of storage units with commercial buildings will be large. With heavy rain the amount of water runoff from buildings and Asphalt will be a chemical and erosion problem and a mosquito haven.
The development states storage units will not be visible from East Sardis or Sardis Rd. it will be in full view from Carl Drive and Walnut St. homes with only 50ft buffers which is not undisturbed. Who wants to look at possibly 500 or more storage units asphalt and retaining ponds?
The entrance for storage units is very bad because the entrance will be confused with Carl Drive entrance which is a dead end with no turn around. People driving down with trailers and campers by mistake will be a hardship for residences. Drivers will try to turn around on private property which happens way too much now with drivers sometimes ending up in ditch.
If for some reason even half the owners of storage units remove or return items from units that would be around 200 or more vehicles added to area roads in one day. That isn't including traffic from commercial businesses. This road already is packed with heavy traffic with numerous accidents.
This parcel is surrounded by long established residential neighborhoods that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with the existing residential zoning and Hall Counties Comprehensive Plan. I know this isn't high income neighborhoods but we are taxpayers and voters.
The long established business at the Sardis Road intersection have been in place since the 1950's and 1960's. One was added in the 70's.
There is no mention of fencing to enclose the area from view. If passed it needs to hide it from view from surrounding neighborhoods with more greenspace added and less storage units.
This vote will set a precedence for future of this area for what is to come. More traffic more commercial buildings, more land erosion from water runoff.
With the amount of tree removal and grading how many of Gods creations, animals, trees will be eliminated or killed?
Vote no for this development. Sardis has been a quiet bedroom community and we want to stay that way.
Lamar and Cathy Skinner

Outlook

Sardis rd rezoning

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 7/21/2026 2:18 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cathy Skinner [redacted]
Sent: Tuesday, July 21, 2026 2:01 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Sardis rd rezoning

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.

I would like this to go on record about the Sardis Rd rezoning. Getting this denied is very important to the future of our community.
This is from Lamar and Cathy Skinner 2670 Carl Drive
This is the 5th meeting with three tables and one withdraw. I am sure the developer is hoping less people will come to protest it the longer it takes.
This development is an environmental disaster. The land is very sloped with ridges and valleys that has water draining into a small pond. The drainage water eventually runs down into Lake Lanier. There are no flat or level areas. The tree removal and grading needed to put the amount of storage units with commercial buildings will be large. With heavy rain the amount of water runoff from buildings and Asphalt will be a chemical and erosion problem and a mosquito haven. The property has no sewage system so it will have to have septic tanks and fill lines with chemicals coming from waste tanks from campers. This could leak into nearby wells. The retention ponds are never kept up and if they overflow the water goes everywhere.
The development states storage units will not be visible from East Sardis or Sardis Rd. it will be in full view from Carl Drive and Walnut St. homes with only 50ft buffers which is not undisturbed. Who wants to look at possibly 500 or more storage units asphalt and retaining ponds?
The entrance for storage units is very bad because the entrance will be confused with Carl Drive entrance which is a dead end with no turn around. Spokesman spoke last meeting that there will be signs but this has been a dead end for years and and most people don't read the signs! People driving down with trailers and campers by mistake will be a hardship for residences. Drivers will try to turn around on private property which happens way too much now with drivers sometimes ending up in ditch.
If for some reason even half the owners of storage units remove or return items from units that would be around 200 or more vehicles added to area roads in one day. That isn't including traffic from commercial businesses. This road already is packed with heavy traffic with numerous accidents.
This parcel is surrounded by long established residential neighborhoods that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with the existing residential zoning and Hall Counties Comprehensive Plan.
I know this isn't high income neighborhoods but we are taxpayers and voters. Three sides of this development is all residential with only a very small portion that has commercial property.
The long established business at the Sardis Road intersection have been in place since the 1950's and 1960's. One was added in the 70's.

There is no mention of fencing to enclose the area from view. If passed it needs to hide it from view from surrounding neighborhoods with more greenspace added and less storage units.
This vote will set a precedence for future of this area for what is to come. More traffic more commercial buildings, more land erosion from water runoff.
With the amount of tree removal and grading how many of Gods creations, animals, trees will be eliminated or killed?
Vote no for this development. Sardis has been a quiet bedroom community and we want to stay that way.
Lamar and Cathy Skinner

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 8:12 AM
To: David Murphy
Cc: Anael Dominguez (Administration); Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning)
Subject: RE: 2632 Sardis Road Rezoning application public comments

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

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

From: David Murphy [redacted]
Sent: Thursday, May 28, 2026 3:02 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Cc: David Murphy [redacted]
Subject: 2632 Sardis Road Rezoning application public comments

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- To Hall County Planning Commission Members:

My wife and I (Vickie and David Murphy) live at 2742 Sardis Church Road, a property within 500 yards of 2632 Sardis Road (property asking for rezoning). We urge you to deny the request to rezone 2632 Sardis Road by voting No. Please preserve the current zoning, as it is the most compatible with our neighborhood's established character and infrastructure and hall county's comprehensive plan. We have so many changes being done to our community - including the extension of the sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords.

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character

Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think owners have had the opportunity to comment on the size of this proposal.

No Community Benefit: Facilities bring very few, if any, permanent jobs and zero direct benefits to local residents.

2. Traffic and Safety Hazards

- **Oversized Vehicles:** Campers, heavy-duty trucks, and boat trailers are slow-accelerating and cumbersome.
- **Road Suitability:** Increased traffic. we are in the middle of the sardis road expansion and there is no indication of how this will impact neighborhood . Not the time to increase traffic of this sort.
- **Pedestrian and Driver Risks:** Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and near children.

3. Environmental and Infrastructure Strain

- **Drainage and Flooding:** Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties.
- **Wetlands and Wildlife:** Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

4. Nuisance and Security Concerns

- **Noise and Lighting:** Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.
- **Security:** Open outdoor storage can become targets for vandalism, theft, or transient activity if the developer does not build adequate concrete perimeter walls instead of standard chainlink.
- **Environmental Runoff:** Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

5. Diminished Property Values

- **Marketability:** A bordering storage yard will make our properties harder to sell and negatively impact home resale value

We are asking for a "No" vote on this rezoning.

Thank you for your attention in this matter.
David and Vickie Murphy

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 1:05 PM
To: David Murphy
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

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From: David Murphy [redacted]
Sent: Friday, May 29, 2026 12:29 PM
To: Billy Powell (County Commission) <bpowell@hallcounty.org>
Cc: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

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Dear Commissioner Powell,

My Wife and I (Vickie and David Murphy) are constituents in District 2 and since 2004 have always felt the community was well represented by you. We would like to comment on 2 potential commission actions that we do not agree with.

1. Appointing Chris Braswell to the Impact Fee Advisory Committee. Recommending someone that, within the past 6 months or so, was removed from one board for not following the rules and cost taxpayers a lot of money - just to appoint him to another board/committee does not seem ethical nor productive, please reconsider. Is this doing the right thing for Hall County? Consider appointing someone outside the real estate industry to give the committee more balance.

2. Also your involvement in the 2632 Sardis Road RV and Boat storage project is a conflict of interest and you rightly recused yourself from voting. But who will represent the community views while you are standing in the hall. We live at 2756 Sardis Church Rd, an adjacent property between 2632 Sardis Road and Lake Lanier. Although you are not voting please share our comments with your fellow commissions who will be voting. We are a NO vote. Please preserve the current zoning, as the new proposal does not appear compatible with our neighborhood's established character, existing infrastructure and hall county's comprehensive plan. There are so many changes in progress in this part of Hall County - including the extension of the Sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords. You must be in an odd position by being the proposer of this rezoning and also representing a community that will not benefit finically from the change. We ask the voting commissioners to vote NO on this project..

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character: Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think residents have had opportunity to look at buffers and setback of storage units.

2. No Community Benefit: Boat and RV storage bring very few, if any, permanent jobs and zero direct benefits to local residents.

3. Pedestrian and Driver Risks: Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and we are very close to 3 schools.

5. Noise and Lighting: Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.

6. Security: Open outdoor storage can become targets for vandalism, theft, or transient activity. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

6. Environmental and Infrastructure Strain: Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties. Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

7. Wetlands and Wildlife: Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat.

8. Diminished property values

Thank you for your attention to this matter,

Vickie and David Murphy
2756 Sardis Church Road
Gainesville, GA 30506
[redacted]

Outlook

2632 East Sardis Road - Denial

From John Whitmire [redacted]
Date Tue 5/26/2026 9:30 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

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.

To the Hall County Planning Board,

I am writing to formally express my strong opposition to the proposed application for 2632 East Sardis Road. I respectfully request that this proposal be denied.

The Sardis area has already experienced substantial growth and population increases in recent years. As a result, traffic congestion has worsened considerably, and residents are facing overcrowded roadways, extended commute times, and heightened safety concerns. Additional development would place even greater strain on an infrastructure system that is already struggling to accommodate current demands.

Residents of the Sardis community have consistently expressed their desire to preserve the area's primarily residential and rural character rather than permit continued overdevelopment and commercialization. Many individuals chose to reside in this community because of its peaceful atmosphere, open spaces, and lower-density environment. Approving additional growth would threaten the quality of life that residents have worked diligently to maintain.

Furthermore, there are significant concerns regarding potential conflicts of interest involving DCCM and the recent appointment of Bradley Dunkel to the Planning Board. Many citizens believe these circumstances create the appearance of bias and raise legitimate questions regarding fairness and impartiality in decisions affecting future development within the community.

The residents of the Sardis area deserve to have their concerns carefully considered and their community protected from excessive growth and worsening traffic conditions. I respectfully urge the Planning Board to support the interests of its citizens and vote against this application.

Thank you for your time and consideration.

Sincerely,

John Whitmire

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Thursday, May 28, 2026 9:12 AM
To: Anael Dominguez (Administration)
Subject: FW: 2632 Sardis Road Appeal

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

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From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, May 28, 2026 9:07 AM
To: [redacted]
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

We have received your comment and will forward it to the Board of Commissioners.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

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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: Patricia Zapata [redacted]
Sent: Wednesday, May 27, 2026 7:50 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

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.

Dear Ms. Greenway,

My name is Patricia Zapata, and I am a homeowner residing at **2669 Carl Drive, Gainesville, GA 30506**. I am writing to formally and respectfully express my strong opposition to the rezoning application for the approximately 25-acre parcel located at **2632 Sardis Road, Gainesville, GA 30506**.

This parcel is surrounded by long-established residential neighborhoods and lies within an area that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with existing residential zoning and Hall County's Comprehensive Plan.

Of particular concern is the absence of existing public sewer infrastructure serving this area. Without sewer availability, any development would require extensive septic systems or the construction of new sewer infrastructure. Leading to potential:

- Groundwater contamination
- Pollution of natural freshwater springs
- Increased erosion and sediment flow onto adjacent residential properties
- Flooding and property damage
- Long-term environmental degradation that cannot be reversed

The proposed multi-use development — which includes boat storage, townhomes, and a retail shopping center — is incompatible with the surrounding land use and would introduce significant negative impacts, including:

- Commercial traffic and delivery vehicles on residential roadways not designed for high-volume or heavy use
- Increased safety risks and congestion along Sardis Road and HWY 53

• Noise, lighting, and extended business hours disrupting nearby homes
• Decline in residential property values

Also a big concern is the close proximity of **Sardis Elementary School (285 Sardis Rd)** and **Chestatee Academy (2740 Fran Mar Dr)**. This development would substantially increase traffic volume and commercial vehicle presence along established school routes used daily by buses, student drivers, and families. The introduction of retail and storage operations in immediate proximity to two public schools raises serious safety concerns for children and school transportation.

Hall County's Comprehensive Plan prioritizes maintaining rural residential character, protecting existing neighborhoods, and directing higher-density commercial growth to established corridors designed to support that level of activity. This proposal directly conflicts with those principles.

We are not opposed to responsible growth. We are opposed to growth that is improperly located, inconsistent with existing land-use patterns, and harmful to established residential communities.

For these reasons, I respectfully urge the Board to **deny the rezoning application for 2632 Sardis Road** and preserve the safety, stability, and residential integrity of this community.

Thank you for your time, service, and thoughtful consideration.

Sincerely,
Patricia Zapata
2669 Carl Drive
Gainesville, GA 30506

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145564

Date Submitted: 6/20/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

William

Last Name*

Earnest

Address1*

4179 Sutton Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

2632 Sardis Road

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 Commissioners,

I am writing to express my opposition to the proposed developments currently under consideration, including the approximately 240,000 square foot commercial development with 500 Boat/RV storage spaces at 2632 Sardis Road, as well as the proposed 56-unit residential development in a designated rural area.

My concerns extend beyond the scale of these projects and include their potential impacts on traffic, community character, environmental resources, consistency with adopted planning policies, and public confidence in the zoning process.

Regarding the proposed commercial development at 2632 Sardis Road, the project would introduce a significant increase in traffic volume to an area that is already experiencing congestion concerns. A development of this magnitude, combined with 500 Boat/RV storage spaces, would generate increased vehicle trips, larger vehicles entering and exiting the site, noise, light pollution, and additional strain on surrounding infrastructure. Such impacts would affect nearby residents and potentially diminish the rural and residential character of the area.

The environmental consequences of this proposal also warrant careful consideration. Large-scale commercial development typically requires substantial land clearing, resulting in the loss of tree canopy, wildlife habitat, and natural stormwater absorption areas. Increased impervious surfaces can contribute to stormwater runoff, erosion, water quality degradation, and flooding concerns downstream. These impacts are especially important in areas where preservation of natural resources has historically been a community priority.

In addition, many residents have expressed concerns regarding the appearance of potential conflicts of interest surrounding this application. Public confidence in the planning and zoning process depends not only on compliance with legal requirements but also on the appearance of fairness and impartiality. Given that the property owner is District 2 Commissioner Billy Powell and that the applicant's representative is Bradley Dunckel of Rochester DCCM, concerns have been raised within the community regarding the integrity and independence of the review process. These concerns are heightened by Mr. Powell's recent appointment of Mr. Dunckel to the Planning Commission prior to the matter returning for consideration. Regardless of legal considerations, it is important that decisions involving land use and zoning maintain the highest level of transparency and public trust.

Sincerely,
William Earnest
4179 Sutton Road
Gainesville, GA 30506

Please write your comments in the box above.

File Upload

Choose File No file chosen

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

Follow-up Communication

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

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145504

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

John and Sadie

Last Name*

McElroy

Address1*

2642 Walnut Street

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

2632 Sardis Road

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*

Attached is a letter of absolute opposition to the 2632 Sardis Road project. This will be voted on June 25, 2026 at 6:00 pm. The No Boat Neighborhood Coalition representing the Sardis Community.

Please write your comments in the box above.

File Upload

Letter 1 to Commissioners with Neighbor Signatures (1) FLN .docx

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.

Date: Jun 19, 2026

To: Hall County Board of Commissioners

From: Concerned Residents of District 2 and the Sardis Road Community

Regarding: Opposition to Proposed Boat Storage and Commercial Development at 2632 Sardis Road. Tax Parcel #10071 000136
(Applicant: Bradley Dunckel / Rochester | DCCM)

Dear Commissioners,

We, the undersigned residents of Hall County, write to voice our absolute opposition to the proposed mixed-use and 500-space boat/RV storage development at 2632 Sardis Road. We urge the Board of Commissioners to deny this application at the upcoming June 25, 2026, voting session based on critical environmental, safety, and ethical grounds.

Our opposition is rooted in five severe impacts to our community:

1. **Environmental Degradation:** A shift from R1-SS to a dense multi-use layout is a massive structural change for a parcel of this size. Based on the map and public county records, the plan places two large Storm Water Management (SWM) ponds sitting directly uphill from an active stream corridor. The natural spring forms a small creek that feeds directly into a shared pond partially owned by a private citizen. The pond is home to many types of fish, ducks, turtles and blue herons. I am concerned about the threat of fuel, oil, and heavy metal runoff overflowing from these basins directly into the ecosystem and eventually entering Lake Lanier.

Considering the high concentrations of automotive fluids, detergents from the proposed on-site 'Wash-Station", and heavy runoff associated with an open asphalt lot of this scale, do these ponds meet current GA EPD Blue Book requirements for water quality treatment before discharging them into a Lake Lanier tributary?

Given the density of the 500 storage spaces and necessity of taking down thousands of trees and necessary grading, I want to ensure the developer is not permitted to piping, culvert, or otherwise alter the natural flow of this spring-fed creek. A rigorous hydrological assessment of the natural spring and creek needs to be done before any rezoning is voted on.

To accommodate 60,000 sq ft of commercial space, the developer has structured the layout into four separate street-facing commercial pads directly bordering Sardis Road. The plan introduces massive amounts of impervious surfaces (concrete, asphalt, metal roofs, paving) directly uphill from the stream. Placing a heavy-use commercial septic and runoff system here guarantees groundwater seepage, threatening local wildlife and private property values.

2. **Encroachment on the Buffer:**
   The green shaded stream buffer cuts directly across the property, separating the commercial/storage development area.
   The site indicates a centralized commercial septic field situated uphill and immediately adjacent to the stream buffer and wash station.

   I am deeply concerned that high-volume commercial use and boat/RV waste could cause ground-absorption failures, sending nitrates and contaminants directly downhill into the creek and pond and into Lake Lanier.

   I would like to know if all the proposed construction encroaches on the **state mandated 25-foot stream buffer** or any **local county-specific buffers** (Which are often 50-140 feet in Hall County for protected water sheds).

3. **Severe Traffic Risks:** Forcing long, heavy trucks hauling large watercraft and RVs to merge onto and turn off E. Sardis Road at this specific, sloped intersection or onto Dawsonville Hwy will paralyze local traffic and cause major accidents. The Georgia Department of Transportation must heavily scrutinize the lack of proper infrastructure and deceleration lanes for a commercial project of this scale on a residential corridor.
   A proposed new driveway will enter East Sardis Road. Another gateway corridor will be installed by entering Dawsonville Hwy 53 for entrance to the 500 Boat/RV sites.

These two new entrances are within ½ mile of the red light at Dawsonville Hwy and Sardis Road. Traffic is already very congested in this area and will be more so when the new connector between Sardis Road and Thompson Bridge Road is completed.

4. **Homeowner Property Values:**
   When a development negatively impacts the quiet, private enjoyment of your home, it can immediately decrease property values.
   Buyers pay a premium for homes that back up to green space, woods or buffer zones. Losing that natural view and having direct line of site to 500 Boat/RV storage units can instantly reduce a home's competitive edge.
   Trees act as natural sound barriers and windbreaks.
   Removing thousands of trees will significantly increase traffic noise from Dawsonville Hwy and Sardis Road. Trees absorb massive amounts of groundwater. When they are removed, rainwater has no place to go often causing flooding or soggy yards for existing homes backing up to the development which severely hurts property values.
   During the clearing and building phases (which can take months or years) the dust, traffic and noise of heavy machinery can make our homes less appealing to potential buyers if you're trying to sell.

   This will cause great privacy loss for the entire neighborhood. The Boat/RV storage site will be visible from homeowners' back yards.
   Lights and noise from the Boat/RV site will impact the neighborhood during all hours.

   Some homeowners backing up to the development are only offered a 10 ft. buffer zone. This has to be no less than 50 ft with a nice privacy fence and fast growing trees furnished and planted by the developer.
   The development will come into the back of an entire subdivision where many families have lived for more than 35 years.

5. **Public Trust and Conflicts of Interest:** The integrity of this entire application is compromised. The applicant, Bradley Dunckel, was appointed to the Hall County Planning Commission in April 2026 while this project was active. Additionally, the necessary recusal of District 2 Commissioner Billy Powell—due to family financial ties to the target property—proves that this project does not serve the public interest, but rather narrow private interests.

Demonstrated Community Action & Legal Scrutiny:

Please be advised that the community is not treating these concerns lightly. Furthermore, our neighborhood coalition has contacted the Army Corps of Engineers and the GA EPD to conduct a rigorous hydrological assessment of the natural spring, the shared resident pond, and the proposed commercial septic layout to be sure this project stays within the State of Georgia mandated laws. We intend to hold all parties fully accountable to state and local environmental laws

As our elected representatives, your duty is to protect the safety, health, and trust of Hall County residents, not to clear the path for high-density commercial entities that degrade established neighborhoods.

We request that this formal opposition letter, along with our attached signatures, be submitted directly into the official public record for the June 25th meeting. We will be present in the commission chambers to ensure our voices are heard.

Respectfully submitted,

John and Sadie McElroy

No Boat Neighborhood Coalition
2642 Walnut St
Gainesville, GA 30506
[redacted]

cc: David Gibbs Commission Chairman
Kathy Cooper District 1
Greg Poole District 3
Billy Powell District 2
Jeff Stowe District 4

Jennifer Rivera (Administration)

From: Sadie McElroy [redacted]
Sent: Tuesday, July 21, 2026 2:43 PM
To: Jennifer Rivera (Administration)
Subject: Opposition letter and Signatures
Attachments: Commissioner Letter 2 July 2026.docx; 2632 Signatures.pdf

You don't often get email from [redacted] Learn why this is important

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

Hi Jennifer,
Please add this letter and signature page to the Sardis Road Project for the July 23rd Commissioners meeting.
I would have more signatures; however the email address was interrupted for some reason.

Sincerely,

John and Sadie McElroy

Sadie McElroy, LMT, Certified Nutritional
Herbalist, Aromatherapist
[redacted]

July 18, 2026

To: Hall County Board of Commissioners

From: Concerned Residents of District 2 and the Sardis Road Community
RE: Opposition to Proposed Boat/RV Storage and Commercial Development
At 2632 Sardis Road. Tax Parcel #10071 000136
Applicant: Bradley Dunckel, DCCM

Dear Commissioners,

We, the undersigned residents of Hall County, write for the 2nd time to voice our Absolute opposition to the proposed mixed-use for 500 boat/RV storage and 60,000 sq ft. commercial buildings at 2632 Sardis Road.

Our opposition is rooted in five severe impacts to our residential community

1. Environmental Degradation
2. Encroachment on the Natural Spring Buffer
3. Severe Traffic Risks near three schools with excessive traffic
4. Homeowner Property Values
5. Public Trust and Conflicts of Interest

In your last meeting for this development on June 25, 2026, one Commissioner asked for a **Traffic Study** to be completed before the next meeting to vote.

Another Commissioner asked for a study on the **Sewage System.**
The current plan includes a heavy use commercial septic tank, a wash station, and two large Storm Water Management (SWM) ponds just uphill from the stream and a pond owned partially by a resident and the owner of the development.
We would like details of a storm and wastewater management plan.

Some boats hold up to 300 gallons of gasoline including oil and automotive fluids.
What would be done if this happened during a flood, etc.?

Hall County has a 30-year comprehensive plan for growth.
How does this development fit into District 2's comprehensive plan?

Six months ago, the development owners were planning to build 30 townhomes and cottages along with the 500 Boat/RV storage units. At the January meeting we were told the developer withdrew his application.

We invite Commissioner members to come and see the topography of the 25.9 acres at 2632 Sardis Road. The elevation has deep slopes off Sardis Road and opposite side where the Boat/RV storage is planned are very steep.
In the middle is a valley with the natural spring-fed creek and pond which has been there for at least 50-60 years.

We don't see how construction on this land is possible without disrupting the small creek and pond and storm waste water that will run into neighborhoods and eventually Lake Lanier.

Homes in the Sardis/Chestatee area are currently selling for $200 to $250 per square foot and are selling faster than homes in the 30501 area.

Our daughter, an agent, recently sold her home in this area. In a three-day open house, 30 families looked at her home including people from New York, Florida and South Carolina. Her home sold for $10 thousand over asking in 3 days.

This home was close to Chestatee High School, Chestatee Middle School and Sardis Elementary. This shows the need for affordable housing as our schools grow and parents are looking for homes in this school district.

This demand for homes in this area increases property tax and revenue for the county

We suggest the county give tax incentives to builders who would build affordable homes on other land available in this residential community.

We request this formal opposition letter along with our attached signatures be submitted Directly into the official public record for the July 23, 2026 Commissioners' meeting.

Respectfully,

John and Sadie McElroy

No Boat Neighborhood Coalition
2642 Walnut St
Gainesville, GA 30506

Timestamp	Full Legal Name (Print Clearly)	Residential Address (Street, City, ZIP Code)	Email Address	Do you live within 2 miles of the proposed boat st	Date of Signature	Signature By checking 'Yes', I am formally adding	Email Address
06/08/2026 15:54:55	John D McElroy	2642 Walnut St Gainesville, GA 3506	[redacted]	Yes, I live nearby	6/8/2026		
6/9/2026 13:57:53	Sadie M McElroy	2642 Walnut Street		Yes, I live nearby	6/15/2026	Yes	
6/14/2026 14:19:41	Theresa London	3811 Corinth Dr Gainesville, GA 30506		No, but I by children go to Chestatee	6/14/2026	YES	
6/14/2026 17:40:01	Cynthia L Leach	2660 Tammi Lane		Yes, I live nearby	6/14/2026	Yes I Am,	
6/14/2026 19:09:10	Angela Waddell	2947 Simpson Park Rd Gainesville Ga 30506		Yes, I live nearby	6/14/2026	Yes	
6/14/2026 20:44:49	Sandra C. Sherer	Sardis Road GAINESVILLE GA 30506		Yes, I live nearby	6/14/2026	Yes, I am formally, adding my name to this petitio	
6/14/2026 20:46:29	Roy Steven Sherer	2776 Sardis Rd, Gainesville, Ga 30506		Yes, I live nearby	6/14/2026	Yes	
6/14/2026 21:24:37	Lindsey Amber Sherer	2776 Sardis rd Gainesville ga		Yes, I live nearby	6/14/2026	Lindsey Sherer	
6/14/2026 21:27:34	Joshua David holland	2776 Sardis RD Gainesville GA 30506		Yes, I live nearby	6/14/2026	Joshua David holland	
6/14/2026 21:40:33	Felicity jones	3513 meadow lane gainesville ga 30506		Yes, I live nearby	6/14/2026	Yes	
6/15/2026 7:10:10	David Wiley	Sardis Area, 30506		Yes, I live nearby	6/15/2026	Yes	
6/15/2026 7:13:40	Adam Paul Rollins	3333 Antioch trl, Gainesville, 30506		Yes, I live nearby	6/15/2026	Yes	
6/15/2026 7:14:24	Stacie Pierce	6045 Grant Ford Road Gainesville, Ga 30506		Yes, I live nearby	6/15/2026	Stacie Pierce	
6/15/2026 7:54:34	Melanie Marrero	30506, Gainesville		Yes, I live nearby	6/15/2026	Yes	
6/15/2026 10:29:09	Glenn Fried	3426 Saxton Road Gainesville, GA 30506		Yes, I live nearby	6/15/2026	Yes Glenn Fried	
6/18/2026 8:55:32	Steven Walker	4262 Sardis Rd. Gainesville, GA 30506		Yes, I live nearby	6/18/2026	Yes	
6/18/2026 9:00:01	Jacqueline Walker	4262 Sardis Rd., Gainesville, 30506		Yes, I live nearby	6/18/2026	Yes	
6/18/2026 23:34:20	Karen weaver	25 lawrence dr, dawsonville ga 30534		No, but I support the initiative	6/18/2026	Karen weaver	
6/21/2026 23:10:30	Amanda Richey	4715 Willie Robinson rd Gainesville ga 30506		Yes, I live nearby	6/21/2026	Amanda Richey	
06/23/2026 13:10:32	Debbie Rogers	2640 Sardis Road Gainesville, GA 30506		Yes, I live nearby	6/23/2026		
06/23/2026 13:10:32	Don Hall	2640 Sardis Road Gainesville, GA 30506		yes, I live nearby	6/23/2026		
06/24/2026 11:30:30	Steve Ballard	5778 Nix Bridge Road Gainesville, GA 30506		Yes, I live nearby	6/23/2026		
06/24/2026 11:35:32	Pat Wilson	3104 Lake Ranch Drive Gainesville, GA 30506		Yes, I live nearby	6/23/2026		
06/24/2026 11:40:30	Connie Pressley	295 Singing Tree Ln Cleveland, GA 30528		No, but I travel Hwy 53 often	6/23/2026		
06/25/2026	Wayne Pressley	295 Singing Tree Ln Cleveland, GA 30528		No, but I travel this road often			

Outlook

2632 Sardis Road, Gainesville, GA 30506

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 7/23/2026 1:36 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Patricia Zapata <[redacted]
Sent: Thursday, July 23, 2026 1:21 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road, Gainesville, GA 30506

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.

Dear Ms. Greenway,

My name is Patricia Zapata, and I am a homeowner residing at 2669 Carl Drive, Gainesville, GA 30506. I am writing to formally and respectfully express my strong opposition to the rezoning application for the approximately 25-acre parcel located at 2632 Sardis Road, Gainesville, GA 30506.

This parcel is surrounded by long-established residential neighborhoods and lies within an area that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with existing residential zoning and Hall County's Comprehensive Plan.

Of particular concern is the absence of existing public sewer infrastructure serving this area. Without sewer availability, any development would require extensive septic systems or the construction of new sewer infrastructure. Leading to potential:

Groundwater contamination
Pollution of natural freshwater springs
Increased erosion and sediment flow onto adjacent residential properties
Flooding and property damage
Long-term environmental degradation that cannot be reversed
The proposed multi-use development — which includes boat storage, a retail commercial center, and possible residential apartments— is incompatible with the surrounding land use and would introduce significant negative impacts, including:

• Commercial traffic and delivery vehicles on residential roadways not designed for high-volume or heavy use
• Increased safety risks and congestion along Sardis Road and HWY 53
• Noise, lighting, and extended business hours disrupting nearby homes
• Decline in residential property values

Also a big concern is the close proximity of Sardis Elementary School (285 Sardis Rd) and Chestatee Academy (2740 Fran Mar Dr). This development would substantially increase traffic volume and commercial vehicle presence along established school routes used daily by buses, student drivers, and families. The introduction of retail and storage operations in immediate proximity to two public schools raises serious safety concerns for children and school transportation.

Hall County's Comprehensive Plan prioritizes maintaining rural residential character, protecting existing neighborhoods, and directing higher-density commercial growth to established corridors designed to support that level of activity. This proposal directly conflicts with those principles.

We are not opposed to responsible growth. We are opposed to growth that is improperly located, inconsistent with existing land-use patterns, and harmful to established residential communities.

For these reasons, I respectfully urge the Board to deny the rezoning application for 2632 Sardis Road and preserve the safety, stability, and residential integrity of this community.

Thank you for your time, service, and thoughtful consideration.

Sincerely,
Patricia Zapata
2669 Carl Drive
Gainesville, GA 30506

Outlook

Sardis RV & Boat Storage Project

From StraightTalk [redacted]
Date Wed 7/22/2026 6:16 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc [redacted]

You don't often get email from [redacted] Learn why this is important

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As a 42 year homeowner here on the lake, less than 2 miles from this proposed storage facility, I made my feelings clear with my written opinion of hell NO.
Now, I want to reiterate something from the last meeting
out of the mouth of Greg Poole:

It's my understanding that at the last meeting, Greg Poole stated to his knowledge, NO project like this has ever been approved without a traffic study!
I believe the rebuttal to that was, school was not open to get a accurate assessment of that.
That is NOT a reason!
THAT is an EXCUSE!
Stand tall with Greg Poole & challenge those who want to ram this project through!
VOTE HELL NO!!!

Glenn Fried

Outlook

Re: RV storage & commercial shops on Sardis Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 7/23/2026 3:05 PM
To [redacted]
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

Thank you for your comment. This will be forwarded to the Board of Commissioners.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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Please note: 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: Charlene Anderson [redacted]
Sent: Thursday, 23 July 2026 14:04:40
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: RV storage & commercial shops on Sardis Road

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.

July 23, 2026

To whom it may concern. I have lived on Tammi Lane since 1965. I moved here from Smyrna, GA with my guardians when I was 15. They built a cabin on the lake. I attended North Hall and only briefly left when I married and then returned to build a house on the property that my Uncle gave to me. So, my journey began with a dirt road and then progressed to my Uncle getting partitions signed from the land owners for permission to pave our road. At that time, Sardis Road was only a two lane road and Sardis Elementary School was the only school in our area.

Fast forward, two more schools were built close by, Chestatee High and the middle school which gave us three schools in the small area. A proposal for our Sardis Road, just off of Dawsonville Highway, was approved to be widened. I was told that neighbors were forced out of their homes for this project to happen. The work was completed bringing with it larger amounts of traffic than we could have ever imagined. Problems began to develop trying to turn left on the new Sardis Road. Gainesville traffic is not forgiving when it comes to slowing down on this road. It became more and more difficult to cross over and enter the left lane to attend our church and get to Thompson Bridge Road for doctor appointments. And of course during the school session, the amount of traffic doubles in size with commutes to work, to doctor appointments, parents taking children to school, school buses in route to pick up kids, and of course young people driving to high school, etc.

Now not only has an extension of our Sardis Road been underway, while many were wondering what was going on, but many people in our neighborhood have been forced out of their homes to extent the Sardis Road to Thompson Bridge Road. What in the world is happening in our community? Do we the people living in the community, with in the United States of America "One Nation Under God", have any say in this matter at hand? What happened to God's Word instructing us to love our neighbor as our selves? Do you hear the people of this community's hearts cry "Please don't do this to us?" Do our lives matter in the mix of all of this?

Now, we are facing RV Storage & commercial shops on our Sardis Road, which we, the community, firmly do not want, to be approved and erected by the wave of your hands in approval. I hope and pray with all that is in me, that you will have grace, mercy, and compassion on us as a Sardis Community. I also pray that you will NOT allow this proposed project to come to pass. It is not in our best interest as a community that lives here. We are trying the best way we know how to ask you to abort this plan of action that has been requested for you to approve. There are so many permanent negatives that will be put into place that we are all against if you decide to approve.

In closing, I view this proposed project to be a get rich quick endeavor at our expense. I hope my view is totally wrong. I would much rather believe that people really do care about others when making decisions of this magnitude. Thank you for your time and reading this lengthy letter and allowing my voice to be heard. I truly would not want to be in your hot seat! God be with you in your final decision. I hope and pray that you have been seek Gods wisdom through prayer in making all your decisions in the office that He has entrusted you with.

Sincerely,

Charlene Anderson
Tammi Lane
Gainesville, GA

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 502/2026

SUBJECT: **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.

Note: Tabled at the June 25, 2026 Voting Meeting until the July 23, 2026 Voting Meeting.

Note: Tabled at the July 23, 2026 Voting Meeting until the October 8, 2026 Voting Meeting.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends approval, with conditions, as the proposed use aligns with the intent of the zoning district and "Regional Activity Nodes and Corridors" future land use designation.

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request: **History:**

2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Boat & RV storage |** Commission District 2 | **DCCM, applicant**

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			
JR			

Attachments:

See 'Rezone' Application for all Application Materials
Application

Due to file sizes, materials for the following applications have been combined. See the highlighted agenda item for all materials related to the following applications:

- **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| DCCM, applicant**
- **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant**

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

DCCM
425 Oak St.
Gainesville, GA 30501
Phone [redacted]
Email Address

Property Owner (Name & Mailing Address)

William R. Powell
3734 Timber Walk Drive
Phone [redacted]
Email Address [redacted]

Proposed Use Highway Business Uses

Contact Person (Name & Mailing Address)

Bradley Dunckel, DCCM
425 Oak St.
Phone [redacted]
Email Address bdunckel@dccm.com

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☑ Other

Requested Action

Type of Request: ☐ SU ☐ CUP
Fee:$ 0.00
Receipt #:
Check #:

Zoning: H-B
Acreage 25.9 +/-

Tax Parcel Number 10071 000136
Location Address 2632 Sardis Road, Gainesville, GA 30506

I hereby certify that the above information and all attached information are true and correct.

Print Bradley Dunckel, DCCM Date: 3/27/26
Sign *Bradley Dunckel* Date: 3/27/26

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:

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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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) William R. Powell

Address 3734 Timber Walk Drive

Gainesville, GA 30506

Phone Number [redacted]

Name of applicant(s) DCCM

Address 425 Oak St.

Gainesville, GA 30501

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
William R. Powell

Personally appeared before me
William R. Powell

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

Scott G. Grant
Notary Public

03-25-2026
Date

Scott G Grant
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 02/27/2029

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

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: Bradley Dunckel ,DCCM **Date:** 3/27/26

Applicant's/Owner's Name (Printed): Bradley Dunckel

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
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(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.

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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: William R Powell **Date:** 3/27/26

Applicant's/Owner's Name (Printed): William R. Powell

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 635/2026

SUBJECT: **102 Near Way | Rezone |** from Office and Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Uses permitted in H-B |** Commission District 4 **| Janeth Ochoa, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL, with conditions, as the proposed zoning is consistent with "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.

1. A combination plat shall be submitted for Plat Review and recorded prior to issuance of any building permit or business license.
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 a part of any plats or construction plans created for the property.

Purpose of Request:

102 Near Way | Rezone | from Office and Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, 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
Deed
Backflow Report
Historic Sewer Records
Environmental Health Comment
Environmental Health Supplemental Emails
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Janeth Ochoa

Request ..... (A) **Rezone** | from Office and Institutional (O-I) to Highway Business (H-B)
(B) **Special Use** | to allow for microblading as classified as a "Tattoo Parlor" in the UDC

Proposed Use ..... (A) Uses permitted in H-B
(B) Microblading as classified as a "Tattoo Parlor" in the UDC

Size ..... 0.25± acres

Zoning ..... **Current:** Office and Institutional (O-I)
Proposed: Highway Business (H-B)

Location ..... **102 Near Way |** Tax Parcel 00133 011007

Commission District ..... Four

Commission Date ..... October 8, 2026

Staff Recommendation ..... (A) **Approval, with conditions,** as the proposed zoning is consistent with "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.
(B) **Applicant requests to withdraw**

Record Number..... (A) HZON26-0028
(B) HZCU26-0029 - **Applicant requests to withdraw**

(A) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. A combination plat shall be submitted for Plat Review and recorded prior to issuance of any building permit or business license.

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 a part of any plats or construction plans created for the property.

(B) Applicant requests to withdraw.

Summary Analysis

The applicant has submitted two concurrent requests:

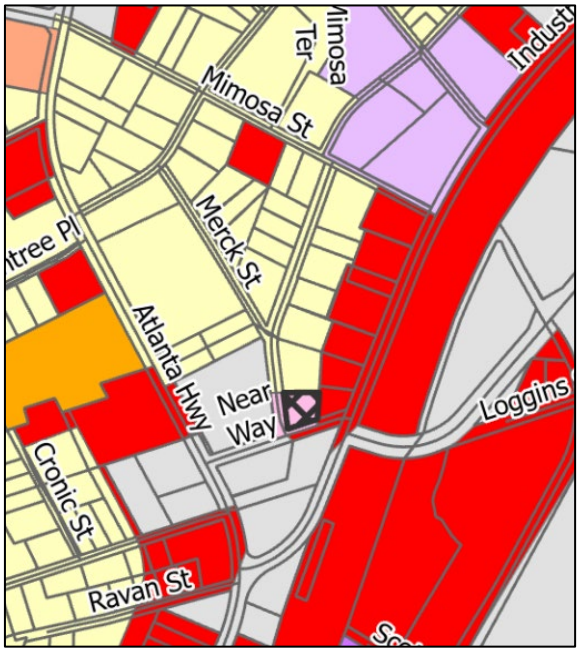
(A) to rezone a 0.25± acre tract from Office and Institutional (O-I) to Highway Business (H-B) for uses permitted in H-B zoning districts;

(B) a Special Use to allow microblading as classified as a "Tattoo Parlor" in the Unified Development Code (UDC) – **Applicant requests to withdraw**

According to the Hall County Tax Assessor and Building Department records, the property is currently developed with a 1,566 square foot commercial building constructed in 1946 and expanded in 2018 (COM2018-00334). Water service is currently provided by the City of Gainesville and sanitary sewer services are provided by on-site septic.

The surrounding properties are zoned and developed as outlined below:

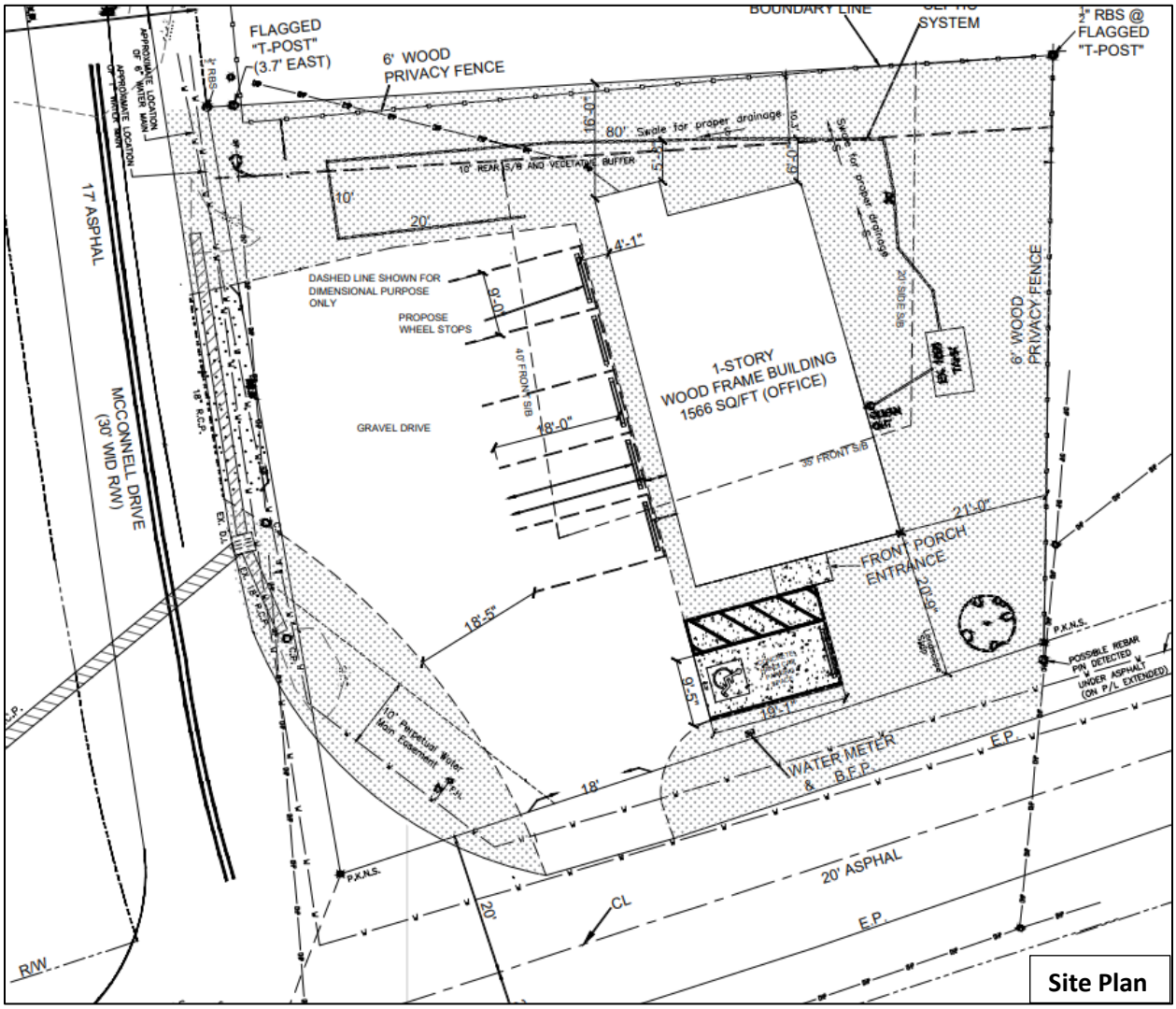
North: Residential 1 (R-1): single-family residence
East: Highway Business (H-B): office for tax services
South: City of Gainesville General Business (G-B): commercial development
West: City of Gainesville (G-B): undeveloped



Per the submitted narrative, the applicant is proposing to rezone the property to Highway Business (H-B) and use the existing commercial building for low-impact, appointment-based personal-service tenants, including a permanent makeup studio, a barber, and a hairstylist. These uses are compatible with the existing commercial corridor, and no high-traffic or industrial uses are proposed. Stated hours of operation are Monday through Saturday, 9 a.m. to 7 p.m.

Per the submitted site plan, no changes to the existing development are proposed. The applicant does not intend to modify the building footprint, exterior façade, parking areas, landscaping, driveways or access points, stormwater facilities, setbacks, or overall lot configuration. The property will continue to operate in its current form, with changes limited solely to interior tenant improvements required to accommodate personal-service uses.

Subsequent to comments received from the Hall County Environmental Health Department, certain uses on the property are restricted due to the septic system and lack of repair area. Specifically, any Body Art Establishment, Tourist Accommodation, Food Service Establishment, or Pool permit would require connection to public sewer, which is not available at this time. As a result, the applicant has requested withdrawal of the Special Use application for microblading (classified as a "Tattoo Parlor"). However, the applicant is proceeding with the request to rezone the property to Highway Business (H-B) to allow a broader range of uses than currently permitted in the Office and Institutional (O-I) zoning district.


FLAGGED
"T-POST"
(3.7' EAST)
6' WOOD
PRIVACY FENCE
BOUNDARY LINE
SYSTEM
½" RBS @
FLAGGED
"T-POST"
80' Swale for proper drainage
10' REAR S/B AND VEGETATIVE BUFFER
17' ASPHAL
MCCONNELL DRIVE
(30' WID R/W)
DASHED LINE SHOWN FOR
DIMENSIONAL PURPOSE
ONLY
PROPOSE
WHEEL STOPS
GRAVEL DRIVE
1-STORY
WOOD FRAME BUILDING
1566 SQ/FT (OFFICE)
FRONT PORCH
ENTRANCE
6' WOOD
PRIVACY FENCE
10' Perpetual Water
Main Easement
WATER METER
& B.F.P.
E.P.
20' ASPHAL
CL
R/W
P.K.N.S.
POSSIBLE REBAR
PIN DETECTED
UNDER ASPHALT
(ON P/L EXTENDED)
Site Plan

Elevation

Comprehensive Plan Analysis

Based on the future land use plan, staff finds the rezoning request *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Employment Nodes and Corridors within the Gainesville character area. The intent of this future land use designation is for development to 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.

(A) Zoning Analysis – Rezone

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed zoning would permit uses suitable in view of the use, development and zoning of adjacent and nearby properties. The surrounding area is predominantly commercial in nature, including Highway Business (H-B) adjacent to the east, making the requested zoning consistent with the established development pattern.**

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. The required 10-foot buffer from the adjacent residential property is being met, and the remaining surrounding properties are commercially zoned.**

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 Hall County standards, uses permitted in the Highway Business (H-B) zoning district are 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 zoning is consistent with the Employment Nodes and Corridors future land use designation in the Comprehensive Plan. Additionally, buffer and landscaping requirements are being met, further supporting consistency with the policy and intent of the plan.**

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 a 1,566 square foot commercial building constructed in 1946 and expanded in 2018 (COM2018-00334).**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would not create an isolated district unrelated to the surrounding developments and districts. The adjacent parcel to the east is zoned Highway Business (H-B) and parcels to the west and south are zoning City of Gainesville General Business (G-B).**

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 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; **There are other properties within the County that support highway business uses based on the Future Land Use Map; however, to allow a broader range of uses than currently permitted in the Office and Institutional (O-I) zoning district, the property 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.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated September 2, 2026, the Hall County Environmental Health Department stated: "Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Body Art Establishment. Please note that BOC approval does not imply approval from other county departments."

In a supplemental email dated September 15, 2026, the Hall County Environmental Health Department stated: "Issuance of Body Art Establishment, Tourist Accommodation, Food Service Establishment, and Pool permits to any property served by an onsite sewage management system requires a primary system sized to accommodate the proposed use as well as the availability for a full, onsite sewage management system repair/replacement. As this property does not have feasible repair/replacement area available, these permits cannot be issued to this property until such time that the parcel is connected to public sewer."

Georgia Department of Transportation
In an email dated August 31, 2026, Christopher Hash, 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 September 9, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a storm water management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
There are no traffic concerns with the proposed rezoning and special use request.

Utilities:
This property is in the Gainesville service district.

Hall County Fire Marshal
In a memorandum dated September 4, 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 September 4, 2026, Barry Shaw, Interim Director of Development Services, stated, "No comment."

Hall County Business License
In a memorandum dated August 31, 2026, Brandi Smith, Director of Business License, provided the following comment:

"Ms. Ochoa is applying for a special use permit for microblading as classified as a "Tattoo Parlor". If approved, Ms. Ochoa will need to apply for a Hall County Business License before operating."

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

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ZONING APPLICATION

Applicant (Name & Mailing Address)

Jareth Ochoa
102 Near Way Sw
Gainesville GA 30501

Phone [redacted]

Email Address [redacted]

Proposed Use H-B

Property Owner (Name & Mailing Address)

Same

Phone

Email Address

Contact Person (Name & Mailing Address)

Jareth Ochoa
102 Near Way Sw
Gainsville GA 30501

Phone [redacted]

Email Address [redacted]

Status of Applicant

Y Owner
Y Option to Purchase
Y Area Resident
Y Other

Requested Action

Existing Zoning: O-1
Rezone to: H-B
Fee:$
Receipt #:
Check #:

Tax Parcel Number 00133 011007 Acreage .25

Location Address 102 Near Way Sw Gainesville GA 30501

I hereby certify that the above information and all attached information are true and correct.

Print: Jareth Ochoa Date: 8/4/24

Sign: Jareth Ochoa Date: 8/4/24

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

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Izneth Ochoa **Date:** _____

Applicant's/Owner's Name (Printed): _____

August 4, 2026

102 Near Way Sw Gainesville Ga 30501

Rezoning & Special Use Narrative – 102 Near Way SW, Gainesville, GA 30501

Applicant:** Janeth Ochoa

Property Owner:** Janeth Ochoa

Current Zoning:** O-I (Office Institutional)

Requested Zoning:** H-B (Highway Business)

Parcel:** 00133 01007 (Hall County jurisdiction)

1. Existing Use & Conditions

The property consists of an existing commercial building currently used for office-type activities permitted under the O-I zoning district. The building is fully constructed, occupied, and functional. No exterior modifications are proposed.

The surrounding area includes a mix of commercial and service-based uses, including a **tattoo studio directly across the street**, retail, and personal-service businesses. The corridor already functions as a small-business commercial zone.

2. Proposed Use

The applicant requests rezoning to H-B (Highway Business) to allow the building to be leased to small personal-service businesses, specifically:

- A permanent makeup artist who has operated across the street for over seven years

- A barber

- A hairstylist

These uses are low-impact, appointment-based, and compatible with the existing commercial character of the area. No industrial, high-traffic, or high-density uses are proposed.

Operating Hours (typical for these uses):

Monday–Saturday, 9:00 AM – 7:00 PM

Hours may vary slightly by tenant but will remain within normal daytime business hours.

3. Development Standards & Site Improvements

The applicant does not propose any changes to:

- Building footprint
- Exterior façade
- Parking layout
- Landscaping
- Driveways or access points
- Stormwater facilities
- Setbacks
- Lot configuration

The property will continue to operate exactly as it does today, with only interior tenant improvements as needed.

4. Signs

No new signage is proposed at this time.

If a future tenant requests signage, it will comply with Hall County's H-B sign regulations and will be submitted for permitting as required.

5. Lighting

No changes to exterior lighting are proposed.

Existing lighting is low-impact and appropriate for small commercial use.

6. Water & Wastewater

The property is already served by existing utilities.

No changes to water or wastewater demand are anticipated because the proposed uses are low-intensity personal-service businesses.

7. Buffers & Protection of Adjacent Properties

No additional buffers are required because:

- The surrounding properties are already commercial in nature

- The proposed uses are low-impact

- No outdoor activity, noise, or emissions are associated with the proposed tenants

The existing building and site layout already provide adequate separation and compatibility.

8. Compatibility With Surrounding Land Uses

The request aligns with the existing development pattern along Near Way SW. The area includes:

- Tattoo studio (across the street)

- Retail and personal-service businesses

- Mixed commercial uses

Rezoning to H-B will allow the property to function consistently with neighboring parcels and support small business growth in Hall County.

9. Summary & Justification

Rezoning 102 Near Way SW from O-I to H-B will:

- Allow a long-standing local permanent makeup artist to continue operating in the same corridor

- Provide flexible leasing options for barbers and hairstylists

- Maintain the existing building with no exterior changes

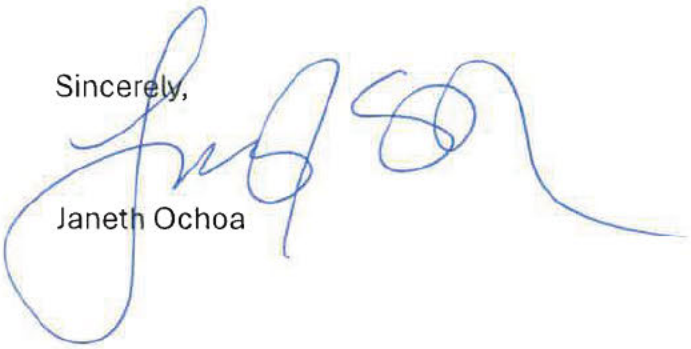
- Support small business development

- Align with surrounding commercial uses

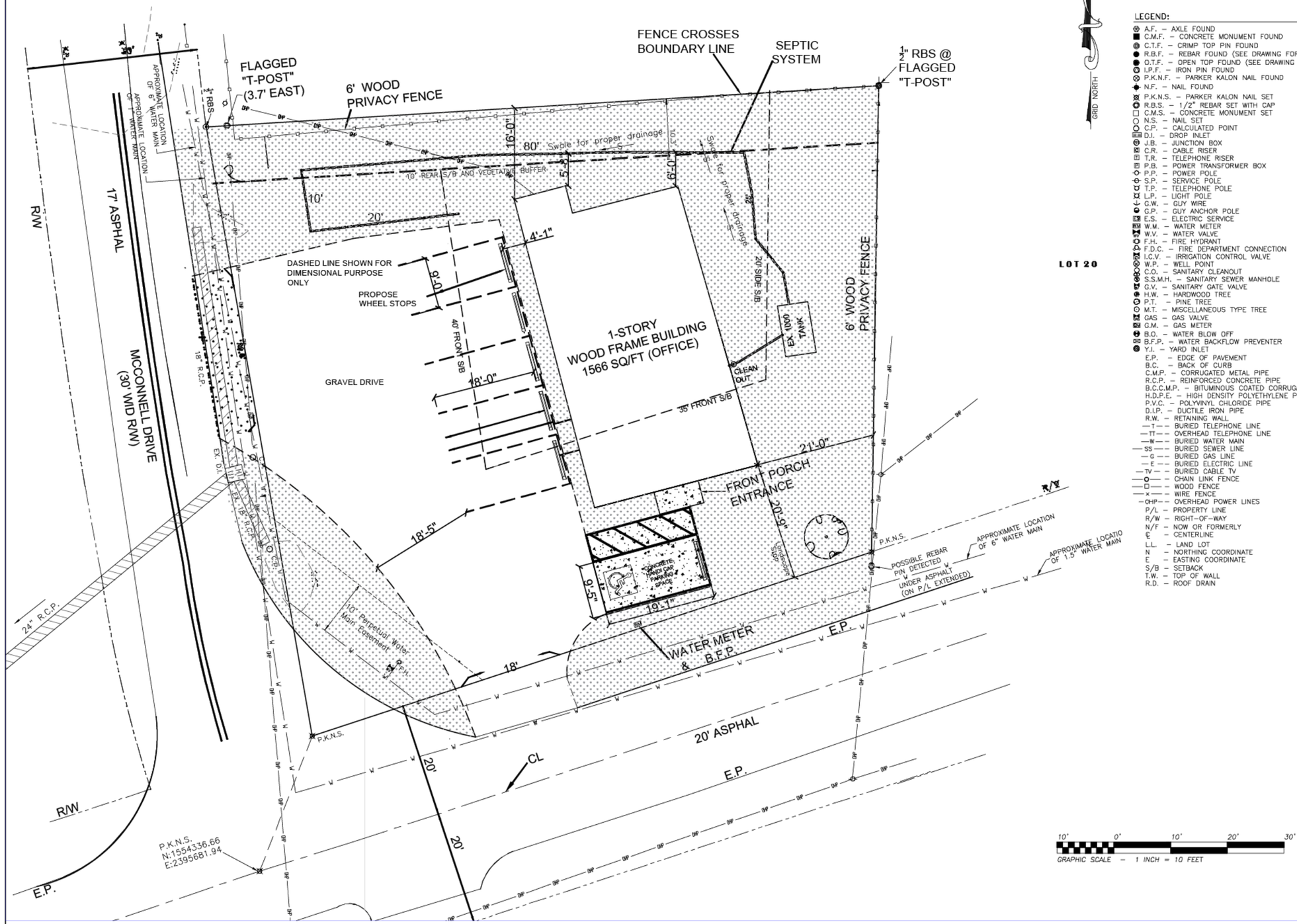
- Preserve the character and low-impact nature of the area

I respectfully requests approval of this rezoning application.

Sincerely,



Janeth Ochoa



LEGEND:

- A.F. – AXLE FOUND
- C.M.F. – CONCRETE 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
- N.F. – NAIL FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET WITH CAP
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- P.B. – POWER TRANSFORMER BOX
- P.P. – POWER POLE
- S.P. – SERVICE POLE
- T.P. – TELEPHONE 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
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.V. – SANITARY GATE VALVE
- H.W. – HARDWOOD TREE
- P.T. – PINE TREE
- M.T. – MISCELLANEOUS TYPE TREE
- GAS – GAS VALVE
- G.M. – GAS METER
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- Y.I. – YARD INLET
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- 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
- —TT— – 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
- —OHP— – OVERHEAD POWER LINES
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- T.W. – TOP OF WALL
- R.D. – ROOF DRAIN

General Notes

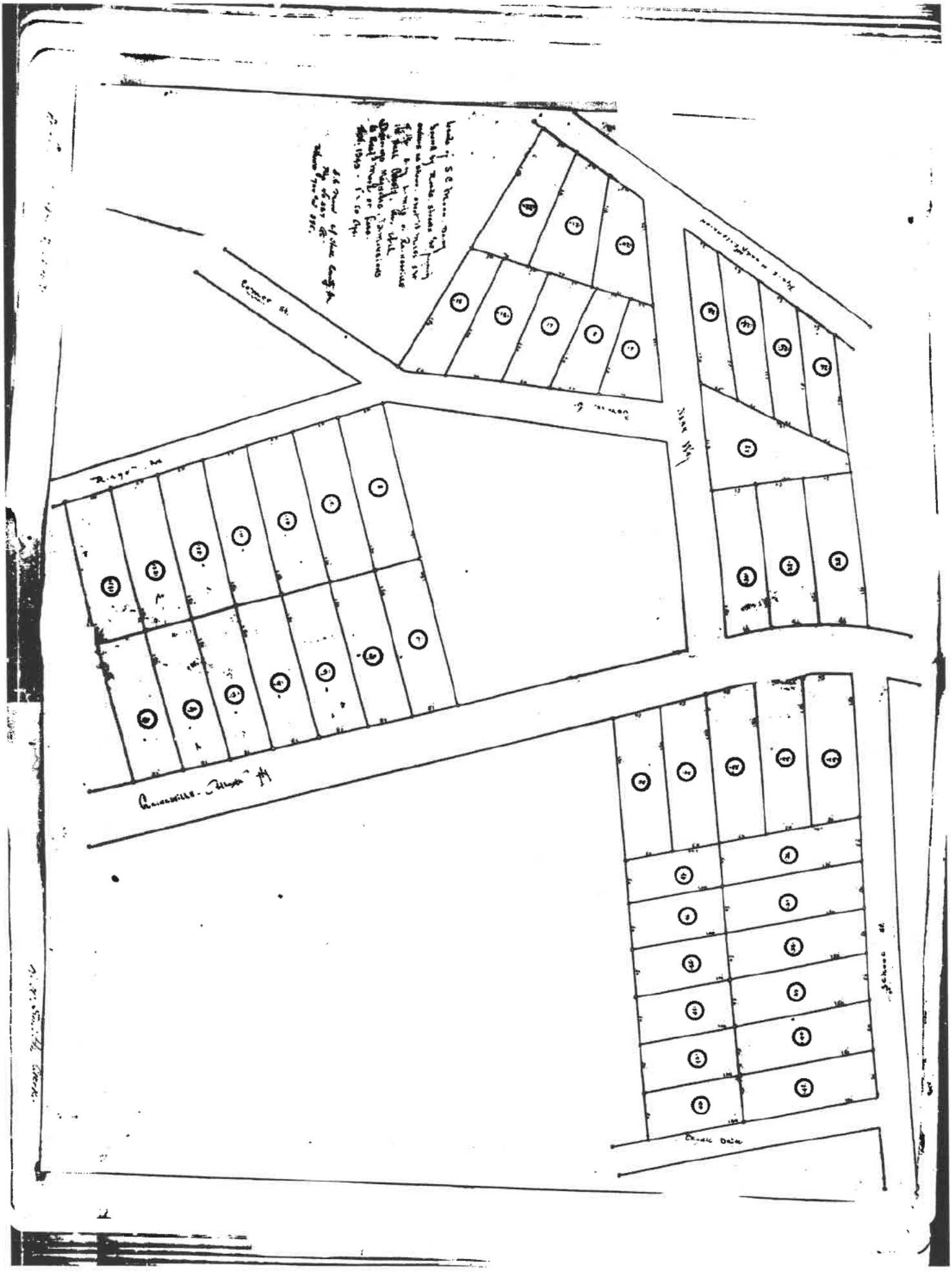
No.	Revision/Issue	Date

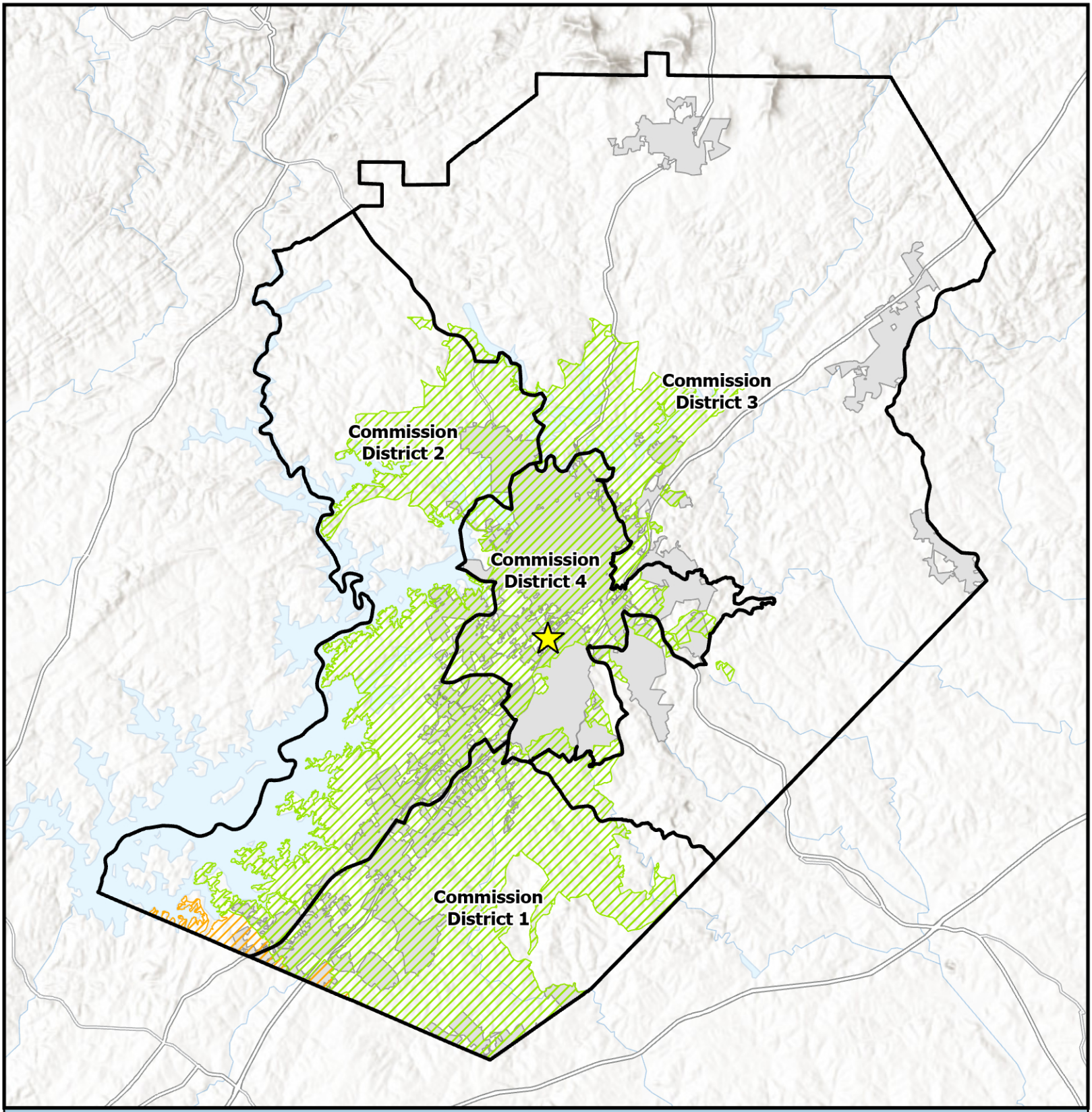
Firm Name and Address

Project Name and Address

102 NEAR WAY
JANETH OCHOA

Project	Sheet
Date	
Scale: 1"=10'	





Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Janeth Ochoa
Tax Parcel #: 00133 011007
Location: 102 Near Way
Commission District: 4

HALL COUNTY
GEORGIA
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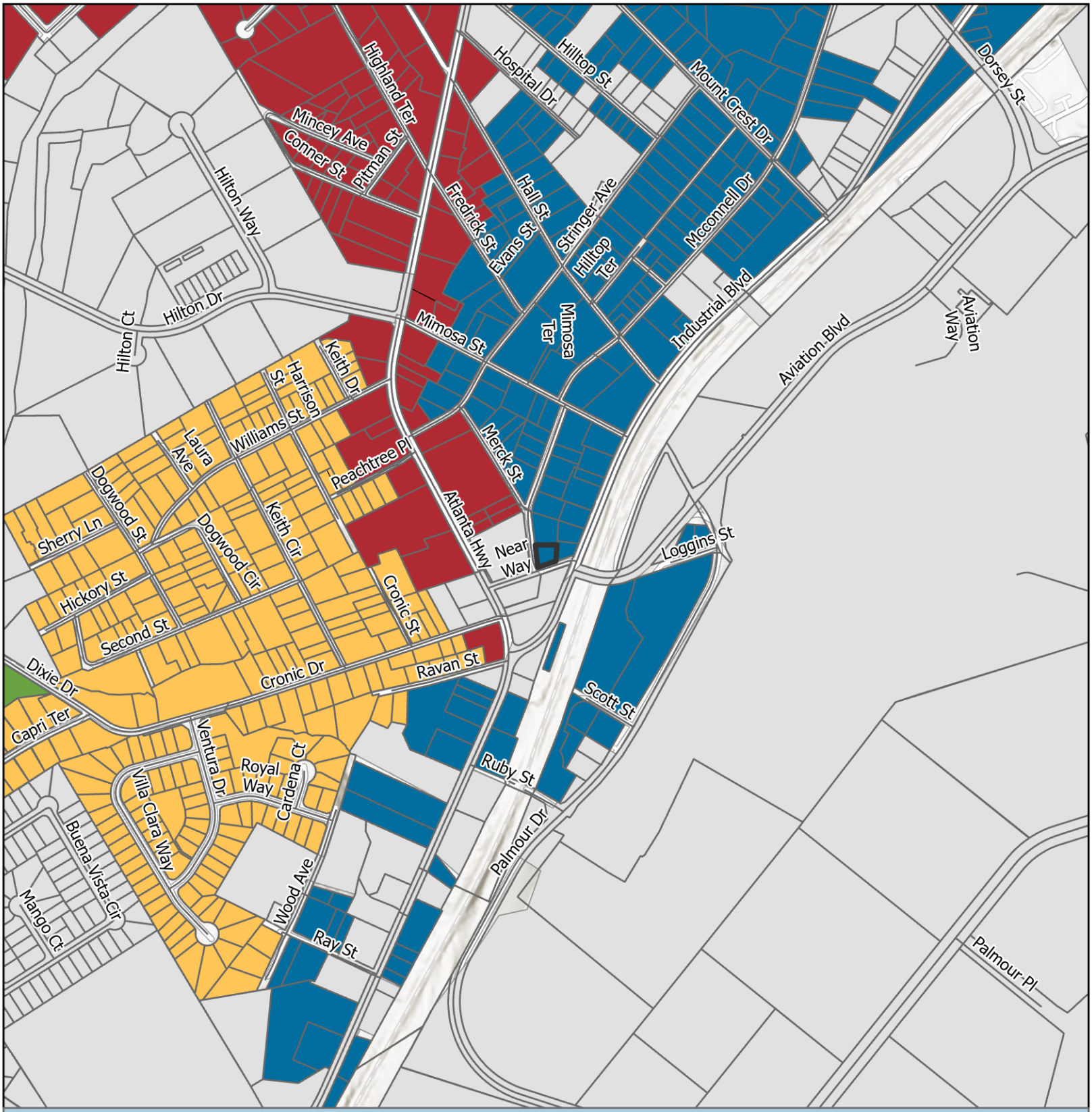
Date Prepared: 9/8/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Business Corridors
- Employment
- Greenspace - Conservation
- Suburban Neighborhood, Medium-Density

Applicant: Janeth Ochoa
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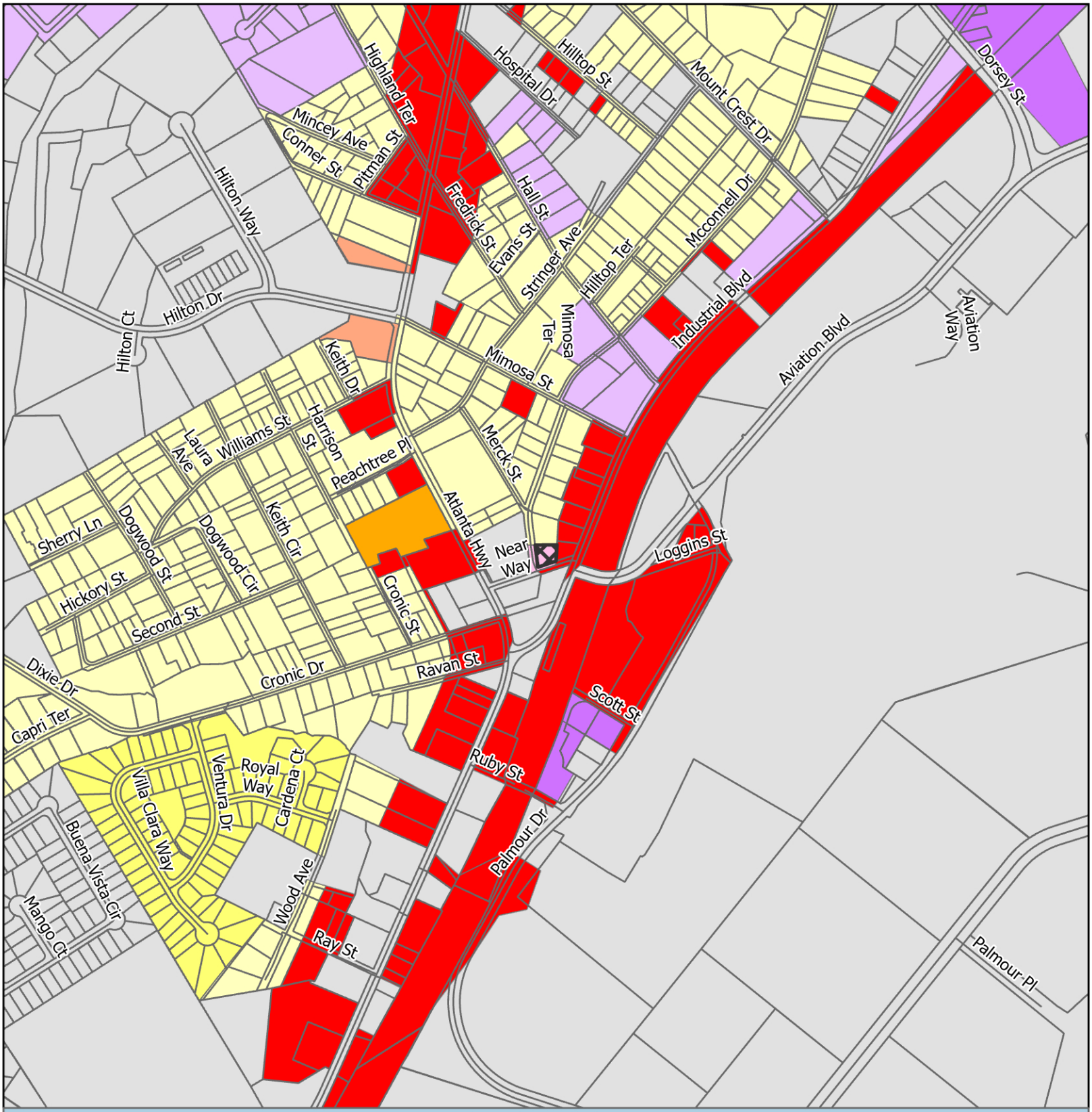

Zoning Map

Subject Area
City Limits

Zoning
H-B
I-1
I-2
O-I
PCD
PRD
R-1
S-S

Applicant: Janeth Ochoa
Tax Parcel #: 00133 011007
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Commission District 4

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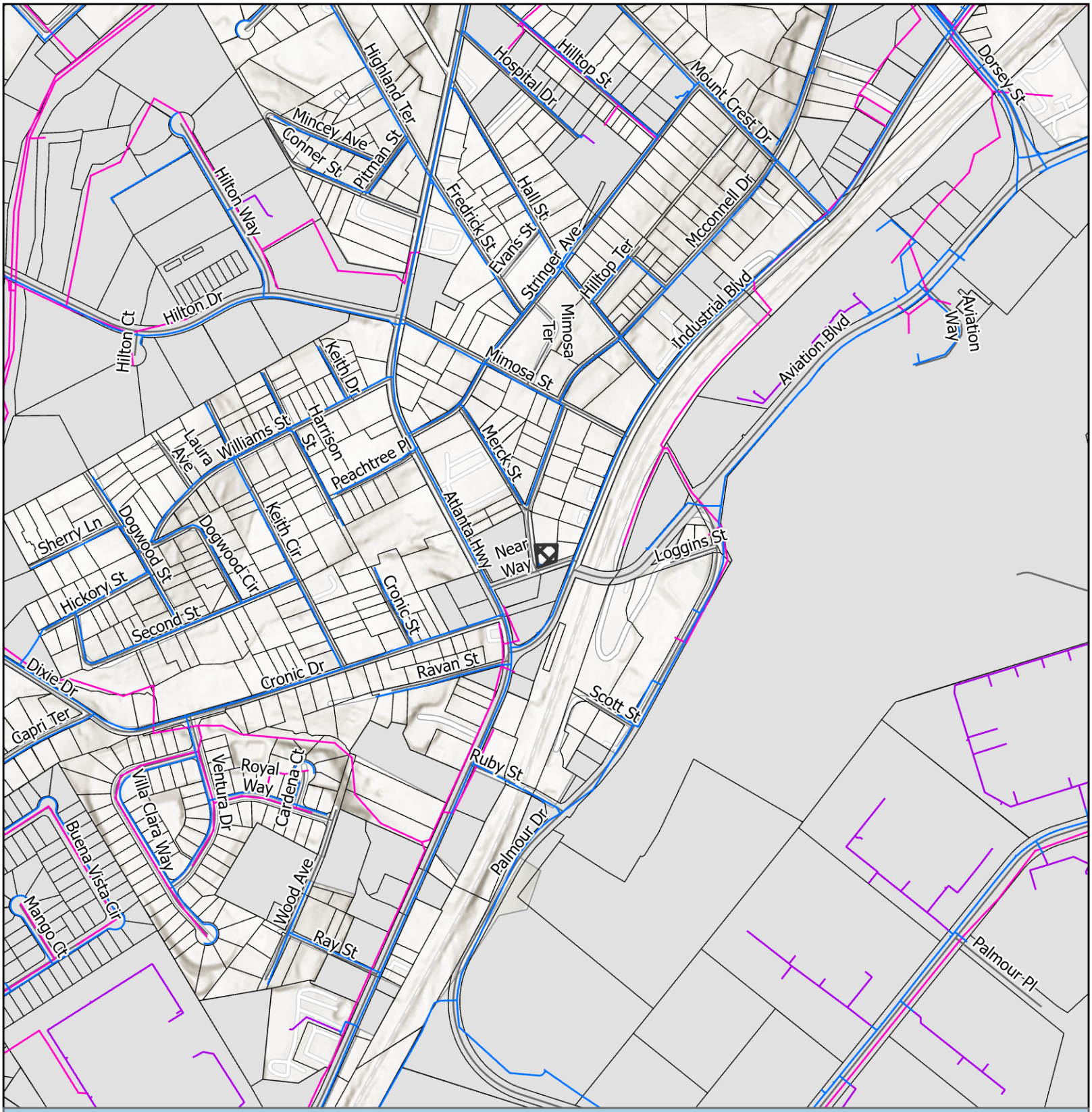

Utilities Map

- Private of Other System
- Waterline
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Janeth Ochoa
Tax Parcel #: 00133 011007
Location: 102 Near Way
Commission District 4

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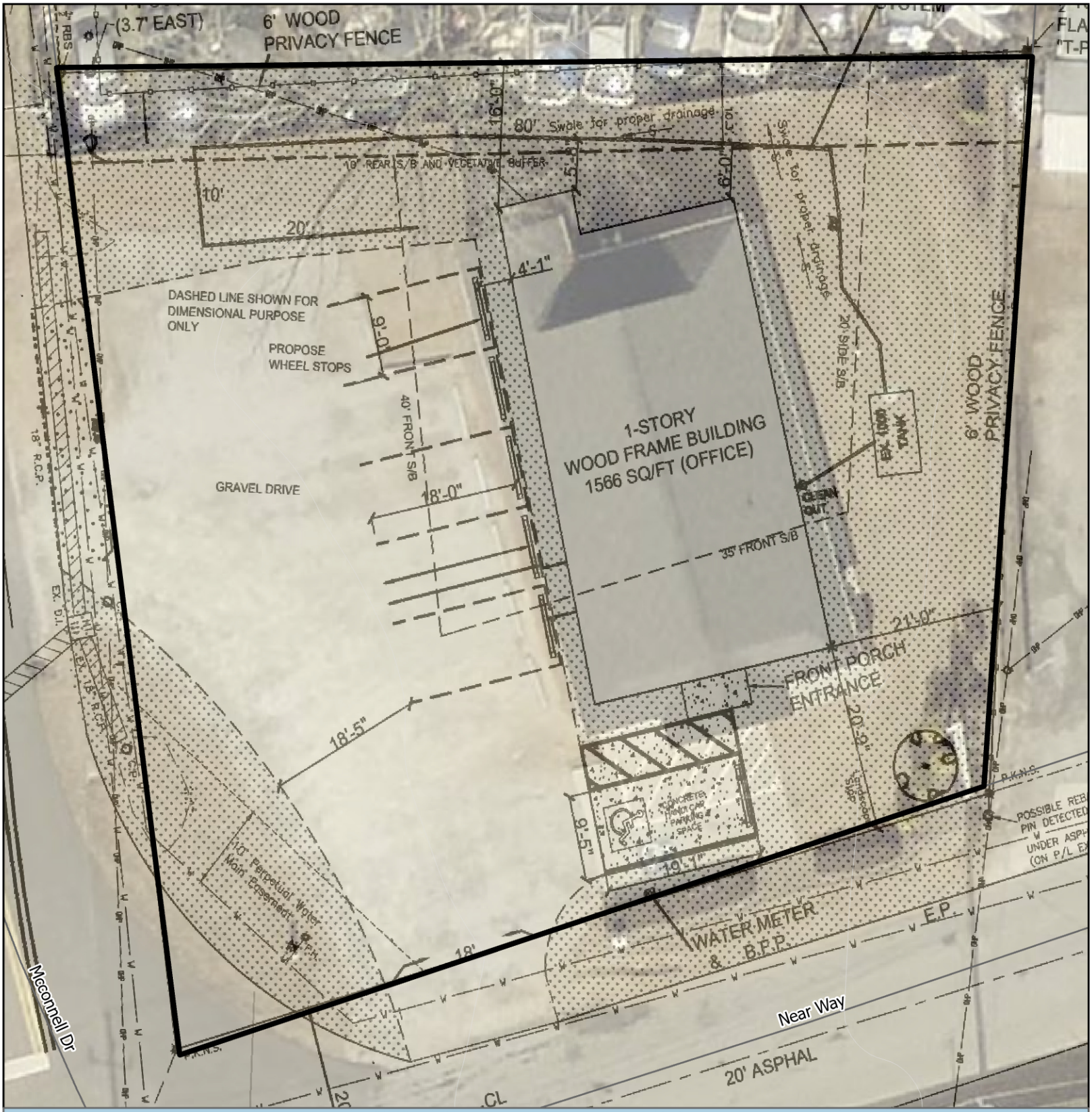

Site Plan & Aerial Map

Subject Area

parcel

Applicant: Janeth Ochoa
Tax Parcel #: 00133 011007
Location: 102 Near Way
Commission District 4

HALL COUNTY
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Date Prepared: 9/8/2026

06956
00215

After Recording Return To:

Law Office of Jason A. Kim
311 Green Street Suite 409
Gainsville, GA 30501
Order No.: 1529.01

003327

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 14 day of February
20 12 at 8:36 AM. Recorded in Deed
Book 6956 Page(s) 215
Charles Baker, Clerk By ER

000215

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 45.00
Date 2/14/12
Charles Baker
Superior Court Clerk
By ER
PT61 069 2012-000924

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

THIS INDENTURE, made this 10th day of February, in the year 2012, between Allstar Property Services, LLC, of the County of , and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Janeth Ochoa of the County of , and the State of Georgia, 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).

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).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of Dollars ($) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, 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, together with improvements thereon, situate, lying and being in the Gainesville District, GMD 411, and consisting of all of Lot 19, a portion of Lot 17, and a portion of Lot 18 of the S. C. Moon Subdivision, as shown on a plat recorded in Plat Book 5, Page 89 of the Hall County, Georgia Plat Records, and being more particularly described according to a plat of survey of the property of Mr. and Mrs. J. W. Mills by Farley Collins Associates, Georgia Registered Land Surveyors, dated June 16, 1982, which plats of survey are incorporated by reference and made a part of this description. Said property is more particularly described as follows:

BEGINNING at a point located at the intersection of the easterly right-of-way of Corner Street (n/k/a McConnell Drive) and the northerly right-of-way of Near Way; thence from said POINT OF BEGINNING North 07 degrees 56 minutes West 115.44 feet along the easterly margin of the right-of-way of Corner Street (n/k/a McConnell Drive) to a point; thence leaving the margin of said right-of-way and running South 88 degrees 36 minutes East 118.25 feet to an iron pin found; thence South 05 degrees 50 minutes West 84.24 feet to a point located on the northerly right-of-way of Near Way; thence following said northerly right-of-way South 73 degrees 34 minutes West 97.71 feet to the POINT OF BEGINNING. This being improved property now designated as 102 Near Way according to the present system of numbering properties in Hall County, Georgia.

SUBJECT to restrictive covenants and general utility easements of record.

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.

Unofficial Witness

Allstar Property Services, LLC

BY:
David Lamon Warnock, Jr.,
Member/Manager

SHANNEL RAY BAGWELL
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCT. 11 2013

Notary Public

GAINESVILLE
WATER RESOURCES

Customer Name :	JANETH OCHOA

Assembly Location and Contact

Service Street Address	102 Near Way	**Location of Assembly**	front yard green box under bushes front of handicapped spot at meter	**Contact Person Name**	Janeth Ocha
Customer Email	[redacted]	**Contact Cell Number**	[redacted]		

Assembly Details

Meter Number	[redacted]	**MXU Number**	142793578	**Type of Assembly**	DC
Manufacturer	Watts	**Model**	007M3QT	**Size**	3/4"
Serial Number	[redacted]				

General Test Info

Test Date (Date Format XX/XX/XXXX)	07/03/2026	**Test Time**	11:30 AM	**Line Pressure at Time of Test**	100

Check Valve No. 1 Initial Test

Closed Tight?	Yes	**Check Valve 1 Reading**	1.6

Check Valve No. 2 Initial Test

Closed Tight?	Yes	**Check Valve 2 Reading**	2.0

Remarks

Remarks (Enter Repair Comments Here)	061120-001 1193880608

Final Test

Status	PASSED

Test Kit Information

BFP Test Kit Model Number	845	**Kit Manufacturer**	Midwest	**Kit Serial Number**	07170303
Calibration Due Date (Date Format XX/XX/XXXX)	08/13/2026	**Calibration Company**	ABP Inc.		

Signoff

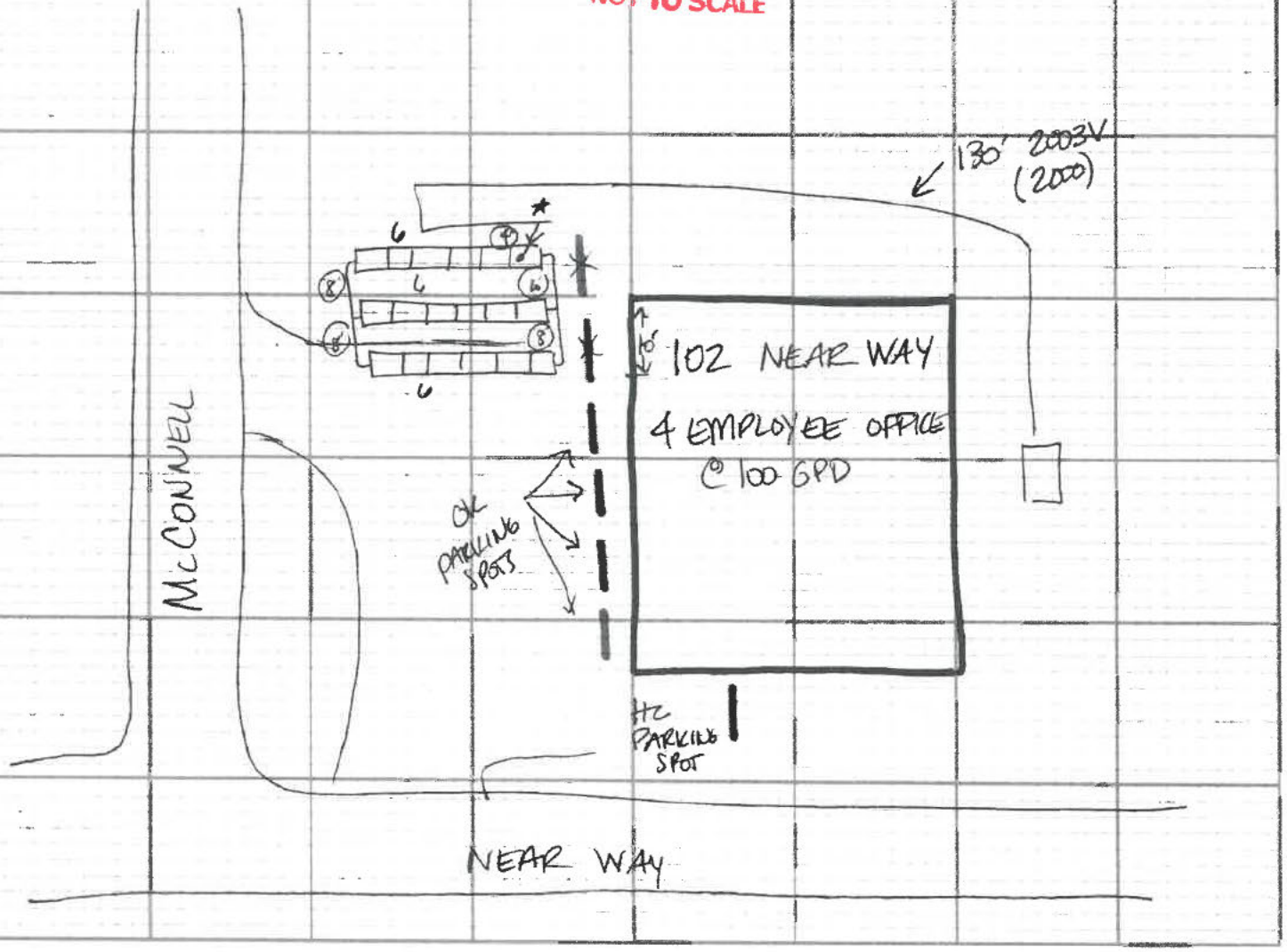
Tested By	Joshua Jones	**Testing Company Name**	Affordable Backflow Testing	**Tester Cell Number**	[redacted]
Training Certificate Number	BPAT64787293	**Certificate Expiration (Date Format XX/XX/XXXX)**	07/30/2029	**YOUR NEXT TEST DATE IS (Date Format XX/XX/XXXX)**	07/03/2027

NEXGEN

Inspector/Date: EM 11/27/18
Permit #: OSI 069-3172
Septic Tank: EXISTING 1000
Filter: EXISTING
ATU:
Pump Tank:
Pump:
D-Box:
ATD: 36-48"
Type of Line: ARC36HC
Total LF: 18 PCS = 90'

★ NO FINAL APPROVAL UNTIL PARKING SPOTS (IN RED) REMOVED AND VEHICULAR BARRIERS PLACED IN PARKING LOT TO PROTECT SYSTEM. ★

SKETCH IS APPROXIMATE
NOT TO SCALE



GEORGIA DEPARTMENT OF PUBLIC HEALTH
ON-SITE SEWAGE MANAGEMENT SYSTEM INSPECTION REPORT

CONSTRUCTION PERMIT NUMBER: OSC06903172

COUNTY	COUNTY CODE		HEALTH DISTRICT		MONTH	DAY	YEAR
Hall	069		2		07	19	2019

SUBDIVISION: S C MOON | LOT: 19 PT LT 17 & 18 | PROPERTY OWNER: JANETH OCHOA

PROPERTY LOCATION / ADDRESS: 102 NEAR WAY GAINESVILLE, GA 30501

SEWAGE CONTRACTOR: Jose Robles

CONTRACTOR LICENSE: 17549

ALL ITEMS: (BLANK) = Not Applicable (0) = Unknown ***ITEMS** (1) = Yes (2) = No

Section A - General

1. WATER SUPPLY: (1) Public (2) Private (3) Community	1
2. ** TYPE OF STRUCTURE: (see below)	7
3. STRUCTURE AGE: (1) New (2) <1 year (3) >1 year	3
4. SEWAGE SYSTEM: (1) New (2) Repair (3) Addition	2
5. AGE OF SYSTEM (repairs): (1) <1 (2) 1-5 (3) 6-10 (4) 11-20 (5) 21-30 (6) 31-40 (7) >40	4
6. * IN SUBDIVISION?:	2
7. WATER USAGE BY: (1) Bedroom Numbers (2) Gallons per day	2
8. NO. OF BEDROOMS/ GALLONS PER DAY:	100
9. LOT SIZE :	0.23
10. PERCOLATION RATE/ LOADING RATE:	45
11. SOIL CLASSIFIER:	
12. SOIL SERIES:	

Section B - Primary / Pretreatment

1. DISPOSAL METHOD: (1) Septic Tank (2) Privy (3) Aerobic Unit (4) Other:	1
2. SEPTIC TANK: a. Capacity (gals):	0
b. Material: (1) Concrete (2) Polyethylene (3) Fiberglass (4) Poured (5) Other:	5
c. Distance from (feet): (1) Well:	
(2) Building:	
(3) Lake/Stream:	
(4) Nearest property line:	
d. Manufacturer:	
3. FILTER MANUFACTURER/MODEL: No Filter Required / None	
4. AEROBIC UNIT: a. Treatment capacity:	
b. Manufacturer/Model:	0 / 0
5. DOSING TANK CAP. (gals):	
6. GREASE TRAP CAP.(gals):	

Section C - Secondary Treatment

1. **ABSORPTION FIELD DESIGN** (1) Level (2) Serial (3) Drip (4) Bed (5) Distribution box (6) Mound (7) Other:	2
2. ABSORPTION FIELD:	
a. Total square feet:	270
b. Total linear feet:	90
c. Number of trenches:	3
d. Length trenches (feet):	
e. Distance between trenches (feet):	
f. Depth of trenches (range in inches):	36 — 48
g. * Aggregate proper size:	
h. * Aggregate proper depth:	
i. Distance from (feet): (1) Well:	
(2) Building:	
(3) Lake/Stream:	
(4) Nearest property line:	
j. Nearest property line:	
k. Product used:	
3. ABSORPTION LINE: ARC 36 High Capacity -16	

** TYPE OF FACILITY
(1) Single-Family Residence
(2) Multi-Family Residence
(3) Commercial ≤2000
(4) Commercial ≥2000
(5) Restaurant
(6) Mobile Home Park
(7) Other (specify) Commercial ≤ 2000

REMARKS: See Addendum

Drawing not to scale

Issuance of a construction permit for an on-site sewage management system, and subsequent approval of same by representatives of the County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representatives do not, by any action taken in affecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.

ENVIRONMENTALIST: Emily McGahee

TITLE: Environmental Health Specialist IV

***SYSTEM APPROVED:** (see Sect. A 7 & 8): N — YES EJH

County: Hall
Permit Number: OSC06903172
Property Address: 102 NEAR WAY GAINESVILLE, GA 30501
Property Owner: JANETH OCHOA

Remarks: NEED SEPTIC SYSTEM TO BE PROTECTED BY VEHICULAR TRAFFIC PRIOR TO APPROVAL.
7.19.19: SYSTEM HAS NOT BEEN PROPERLY PROTECTED. FINAL NOT APPROVED.

HALL COUNTY BOARD OF HEALTH

P.O. BOX 1295, 430 PRIOR STREET GAINESVILLE, GA 30503

APPLICATION FOR CONSTRUCTION PERMIT
FOR ON-SITE SEWAGE MANAGEMENT SYSTEM

Application Date: April 26, 2000

Permit Number: S-069-2000-00996
Property Address: 102 NEAR WAY
GAINESVILLE, GA 30501
Lot Number:
Subdivision:

Builder/Company:
Owner's Name: WALTER SALAZAR
Owner's Address: 1280 INDUSTRIAL BOULEVARD
GANESVILLE, GA 30501
Phone: 770-287-3959
Fax:

Facility Type:	RESIDENCE	Water Supply:	PUBLIC	Plumbing Level:	GROUND LEVEL
Lot Size:		Garbage Disposal:	No	Type System:	
Bedrooms:	~~2~~ 3	Grease Trap:	Gals.	Field Layout:	
Percolation Rate:	31	Water Table:		Soil Type:	

Absorption Field Area:

Linear Ft:	Square Ft:	Trench Width:	Trench Depth:	Septic Tanks:	Dosing Tank:
~~84~~ 252		36 Inches	36 Inches	1800 Gals.	Gals.

Directions:
UPDATE FROM 99-1957 Replacement system

Disclaimers:
TRASH/BURIAL PITS MUST BE REPORTED TO THE HEALTH DEPARTMENT.

ALL SURFACE AND/OR GROUND WATER MUST BE DIVERTED AROUND SEWAGE SYSTEM.

THERE MUST BE SUFFICIENT SPACE ON THE PROPERTY TO INSTALL ORIGINAL AND BACKUP CONVENTIONAL ONSITE SEWAGE SYSTEM.

THE ENVIRONMENTAL HEALTH DEPARTMENT WILL BE CHECKING FOR THE NUMBER OF BEDROOMS AND THE WIRING FOR GARBAGE DISPOSALS IN NEW HOMES.

AS OF 2/20/2000 ANY PERSON/PERSON'S INSTALLING ON SITE SEWAGE MANAGEMENT SYSTEMS MUST BE CERTIFIED BY THE STATE OR AN APPROVAL FOR THE SYSTEM WILL NOT BE ISSUED.

WHEN INSTALLING A REPAIR, IF THERE ARE INDICATIONS OF UNSUITABLE SOILS OR OTHER CONCERNS, PLEASE CEASE WORK AND NOTIFY THE HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

Issuance of a construction permit for an on-site sewage management system and subsequent approval of same by representatives of the Georgia Department of Human Resources or County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time, furthermore, said representatives do not by any action in effecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.

I hereby apply for a construction permit to install an on-site sewage management system and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Human Resources, Chapter 290-5-25. I have read and will comply with the additional requirements printed above. I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover.

W Salazar
Signature(Owner or Applicant)

Patricia L. Lacey REHS
ONLY VALID FOR CONSTRUCTION IF SIGNED
PROPOSED DRAWING IS ATTACHED

S-3-6D-9.20 J. Langford

5-3-00
KA
9:30

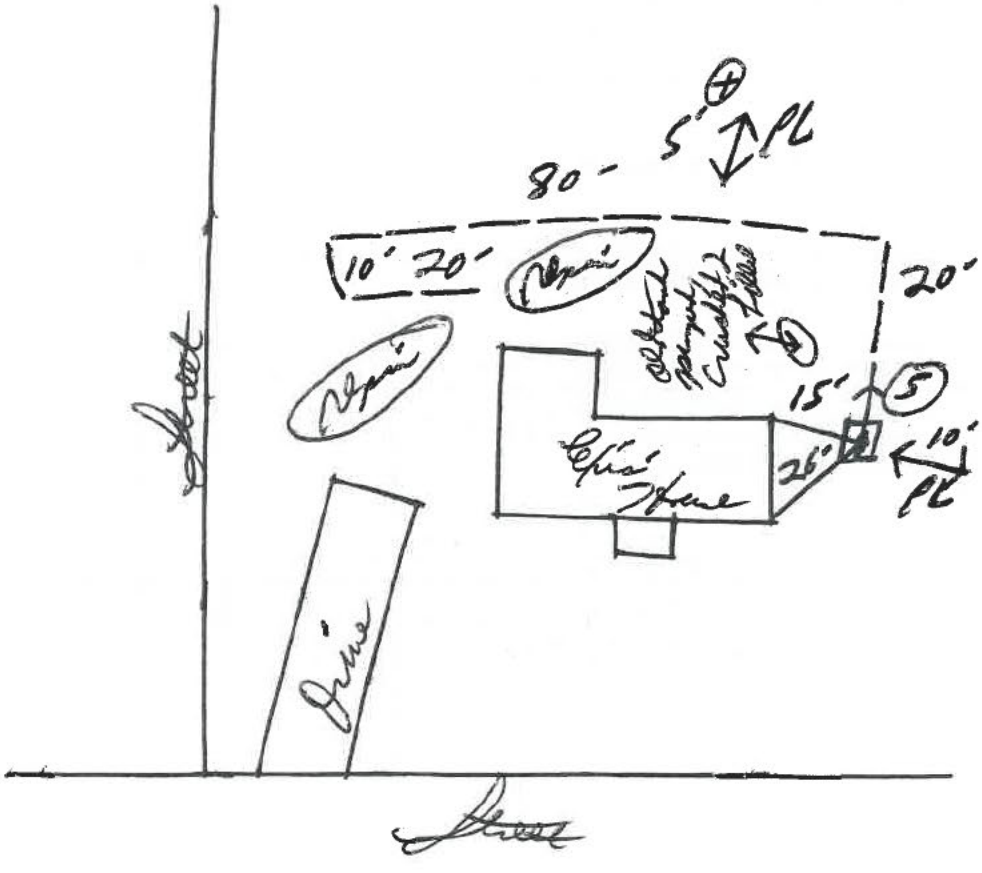
Average Trench Depth
40"-45"

Mix
1000

Polyglass Filter

Compartment Tank

SKETCH IS APPROXIMATE
NOT TO SCALE



80
+20
100
+20
120
+10
130'
E-2 Ty
2003
Vertical

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: September 2, 2026

Subject: October 8, 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.

* 5218 Hopewell Church Road, Barrett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 1322 Ralson Street, Felix: No comment. Public Sewer.

* 102 Near Way, Ochoa: Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Boday Art Establishment. Please note that BOC approval does not imply approval from other county departments.

* 3710/3716/3728 Jones Drive, Hudson Land Holdings: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 3004 Candler Road, Sullins Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Outlook

BOC Agenda of 10/08/2026 - 102 Near Way - HZON26-0028 & HZCU26-0029

From Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Date Tue 9/15/2026 4:14 PM
To Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (332 KB)
Environmental Health.pdf;

Good afternoon Emily,

We have been informed by the applicant, Janeth Ochoa, that she is unable to connect to sewer based on your comments in the Memorandum dated September 2, 2026. As a result, she is withdrawing her Special Use application for microblading but is still proceeding with the request to rezone the property from O-I to H-B.

Given that the Highway Business (H-B) zoning district permits a wide range of uses, would you like to update your comments?

Sincerely,

Lynn Taylor
Deputy Director
Hall County Planning & Zoning
2875 Browns Bridge Road, Gainesville, GA 30503
Office Direct: (770) 297-4541
Email: ltaylor@hallcounty.org

All **PLAT** and **ZONING APPLICATION** 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.

HALL COUNTY
GEORGIA
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Hall County Planning and Zoning does NOT accept wire transfers.
All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it is fraudulent.

Outlook

BOC Agenda of 10/08/2026 - 102 Near Way - HZON26-0028 & HZCU26-0029

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/16/2026 10:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Sent: Wednesday, September 16, 2026 8:28 AM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>
Subject: RE: BOC Agenda of 10/08/2026 - 102 Near Way - HZON26-0028 & HZCU26-0029

Issuance of Body Art Establishment, Tourist Accommodation, Food Service Establishment, and Pool permits to any property served by an onsite sewage management system requires a primary system sized to accommodate the proposed use as well as the availability for a full, onsite sewage management system repair/replacement. As this property does not have feasible repair/replacement area available, these permits cannot be issued to this property until such time that the parcel is connected to public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

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Lynn Taylor (Planning)

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Monday, August 31, 2026 10:05 AM
To: Kaitlyn Elliott (Planning); Lynn Taylor (Planning)
Cc: Liliana Cortez (Planning)
Subject: RE: Tentative Planning & Zoning items for October 8, 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 Kaitlyn,

Please see the below responses from our office in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Sent: Friday, August 28, 2026 3:27 PM
Subject: Tentative Planning & Zoning items for October 8, 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 afternoon,

The Tentative Planning Items for the **October 8, 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.

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, September 9, 2026.**

Please email all comments to both as Kaitlyn is out of office:

• Lynn – ltaylor@hallcounty.org

• Kaitlyn – kelliott@hallcounty.org

Please use the links below.

- **5218 Hopewell Church Road** | **Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

Off-system. No impacts expected to the State Highway System.

- **(A) 1322 Ralston Street** | **Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 102 Near Way** | **Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way** | **Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

On System, coordination required for consideration of commercial driveway access.

Thank you,

Liliana Cortez
Planning technician

Hall County Planning and Zoning
Desk: 770-297-2695
Office: 770-531-6809
2875 Browns Bridge Road, Gainesville GA 30504
Web: https://www.hallcounty.org/150/Planning-Zoning
Email: lcortez@hallcounty.org

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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: September 9, 2026

Subject: October 8, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 8, 2026, meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.
  - **Utilities:** Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic concerns with the proposed ADU and the setback variances.
- **Utilities:** This property is in the Gainesville service district.

- **(A) 102 Near Way | Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - **Traffic:** There are no traffic concerns with the proposed rezoning and special use request.
  - **Utilities:** This property is in the Gainesville service district.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.
  - **Utilities:** This property is in the Buford service district.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

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  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

- **Traffic:** A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.
- **Utilities:** Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

HALL COUNTY
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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: 9/4/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/8/2026
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 10/8/26 meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- (A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 3710, 3716 & 3728 Jones Drive | Special Use** | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 3004 Candler Road** | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 3004 Candler Road** | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, 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

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POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: 08/31/2026

Subject: October 8, 2026, Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the October 8, 2026 meeting. Upon review, we provide the following comments.

- **102 Near Way – Janeth Ochoa, applicant**
  - Ms. Ochoa is applying for a special use permit for Microblading as classified as a "Tattoo Parlor". If approved, Ms. Ochoa will need to apply for a Hall County Business License before operating.

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

INTERIM DEVELOPMENT SERVICES DIRECTOR
Barry Shaw

INTERIM CHIEF BUILDING OFFICIAL
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Barry Shaw, Interim Director of Development Services

Date: September 4, 2026

Subject: October 8, 2026

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

- No comment.

(A) 1322 Ralston Street | Special Use | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
(B) 1322 Ralston Street | Variance to Section 5.3 | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- No comment.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
(B) 102 Near Way | Special Use | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

- No comment.

(A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

(B) 3710, 3716 & 3728 Jones Drive | Special Use | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

- Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections an reports by a state licensed asbestos inspector. Building Inspections has no further comments.

(A) 3004 Candler Road | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
(B) 3004 Candler Road | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance.

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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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 September 10, 2026 AND NO LATER THAN September 16, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 16, 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.

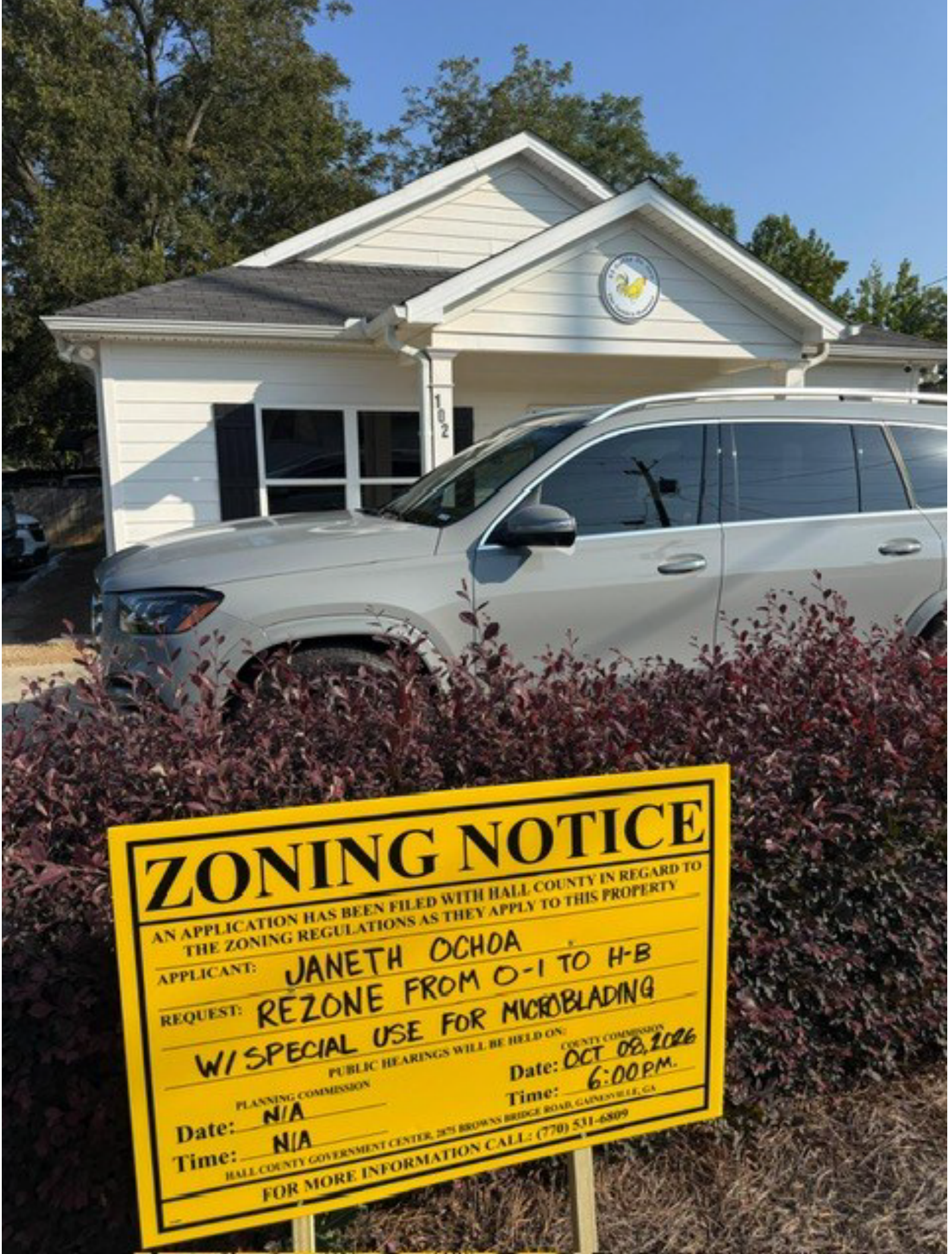
AFFIDAVIT

By my signature, I, Janeth Ochoa (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9/16/26 (Date) **for** Janeth Ochoa (Name application filed as).

Signature _____
(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: JANETH OCHOA
REQUEST: REZONE FROM O-I TO H-B W/ SPECIAL USE FOR MICROBLADING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6899


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: JANETH OCHOA
REQUEST: REZONE FROM O-I TO H-B
W/ SPECIAL USE FOR MICROBLADING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 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 (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 636/2026

SUBJECT: **102 Near Way | Special Use |** to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC |** Commission District 4 **| Janeth Ochoa, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:
Applicant wishes to withdraw their application.

Purpose of Request:
102 Near Way | Special Use | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, 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:

Withdrawal Form
See Rezone Application for all other items

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Janeth Ochoa
102 Near Way SW
Gainesville GA 30501
Phone [redacted]
Email Address [redacted]
Proposed Use H-B

Property Owner (Name & Mailing Address)

Same
Phone
Email Address

Contact Person (Name & Mailing Address)

Janeth Ochoa
102 Near Way SW
Gainesville GA 30501
Phone [redacted]
Email Address [redacted]

Status of Applicant

- ✓ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action

Type of Request:
☑ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning: O-1
Acreage .25
Tax Parcel Number 00133011007
Location Address 102 Near Way SW Gainesville GA 30501

I hereby certify that the above information and all attached information are true and correct.

Print Janeth Ochoa Date: 8/4/26
Sign Janeth Ochoa Date: 8/4/26

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 Janeth Ochoa Date: 9/15/26

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

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Izneth Ochoa **Date:** _____

Applicant's/Owner's Name (Printed): _____

Due to file sizes, materials for the following applications have been combined. See the highlighted agenda item for all materials related to the following applications:

- **(A) 102 Near Way | Rezone |** from Office and Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Uses permitted in H-B |** Commission District 4 **| Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use |** to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned O-I; Tax Parcel 00133 011007 **| Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC |** Commission District 4 **| Janeth Ochoa, applicant**

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 639/2026

SUBJECT: **3004 Candler Road | Rezone |** from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A **| Proposed Use: Uses permitted in I-1 |** Commission District 3 **| Sullins Engineering, LLC, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL of the applicant's request, as the proposed zoning is inconsistent with the "Rural Scenic Corridors" future land use classification within the Comprehensive Plan. However, if the Commission chooses to approve these requests, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 11, 2026 and narrative dated August 14, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property

Purpose of Request:

3004 Candler Road | Rezone | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A **| Proposed Use: Uses permitted in I-1 |** Commission District 3 **| Sullins Engineering, LLC, 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
Driveway Photo
Deed
Water Availability
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Fire Comment
Building Inspection Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Sullins Engineering, LLC

Request ..... (A) **Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1)
(B) **Special Use** | for a nonresidential subdivision

Proposed Use ..... (A) Uses permitted in I-1
(B) 5-lot subdivision

Size ..... 8.19± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1)
Proposed: Light Industrial (I-1)

Location ..... **3004 Candler Road** | Tax Parcel 15025 000006A

Commission District ..... Three

Commission Date..... October 8, 2026

Staff Recommendation ..... (A) **Denial,** as the proposed zoning is inconsistent with the "Rural Scenic Corridors" future land use classification within the Comprehensive Plan.
(B) **Denial,** as the Special Use cannot be supported without approval of the rezoning.

Record Number..... (A) HZON26-0030
(B) HZCU26-0033

(A) and (B) Staff recommends <u>DENIAL</u> of the applicant's requests. However, if the Commission chooses to approve these requests, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 11, 2026 and narrative dated August 14, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County.

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

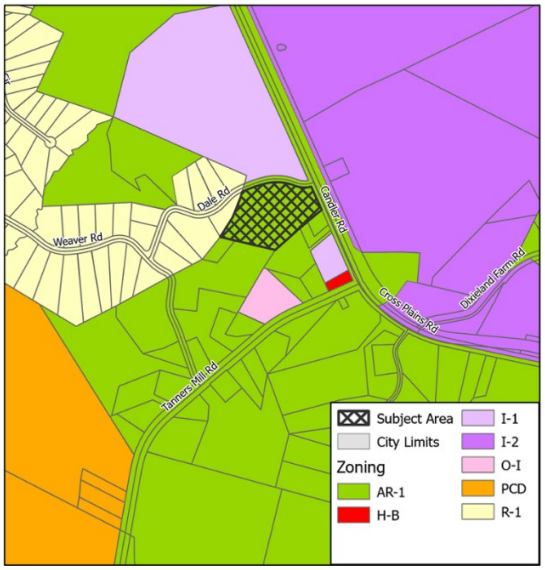
Summary Analysis

The applicant proposes to rezone an approximately 8.19± acre tract from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow for a five-lot nonresidential subdivision and uses permitted in I-1.

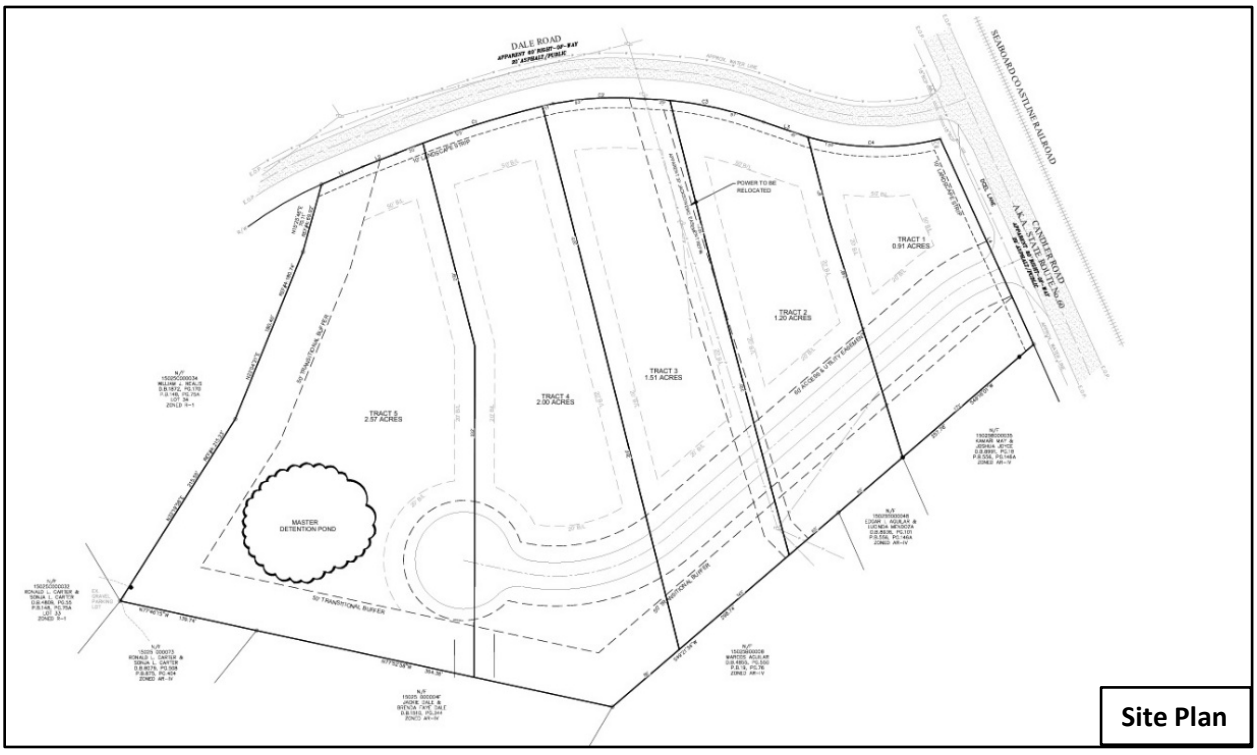
According to the Tax Assessor records, the property is currently developed with a 1989 1,456 square foot mobile home and several accessory structures.

The surrounding properties are zoned and developed as outlined below:

North: Light Industrial (I-1): light industrial development under construction
East: Heavy Industrial (I-2): rock quarry
South: Agricultural Residential 1 (AR-1): single-family residences
West: Agricultural Residential 1 (AR-1) & Residential 1 (R-1): single-family residences



Per the narrative and site plan, the five proposed lots will range in size from 0.91± acres to 2.57± acres. All existing structures will be removed prior to development. The industrial subdivision will be served by a shared internal access drive, utility easement, and master stormwater management facility. Setbacks, transitional buffers, and landscape areas are proposed in accordance with County development standards.



Site Plan

The two existing driveways on Candler Road will be closed, and access will be relocated to the southern portion of the property. The new entrance will include a deceleration lane, subject to approval by the Georgia Department of Transportation (GDOT).

Per the narrative, speculative light industrial buildings will be constructed, as end users have not yet been identified. All proposed structures will comply with the architectural and design standards of the Gateway Corridor Overlay District (GCOD).

Water service will be provided by the City of Gainesville as confirmed in an email dated August 6, 2026. Sanitary sewer services will be provided by on-site septic.

GCOD Analysis

The property is located within the Gateway Corridor Overlay District (GCOD) and complies with relevant standards as identified in the table below.

Standard	Proposed	Notes	Compliance
6.2.5.A.2.a – Transitional buffers	50-foot transitional buffer along the north, west & south property boundary.	Where an industrial zoning district abuts property zoned for residential or agricultural use, the width must be at least 50 feet.	Complies
6.2.5.C.2.d – Parking Lot Design - Surface	Not specified	All parking areas must be paved with asphalt, concrete or pervious materials approved by the director.	Shall comply
6.2.5.C.2.e – Parking Lot Design – Off-street parking	Not specified	Off-street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street (Tract 1 Candler Road).	Shall comply
6.2.5.C.2 – Parking Lot Design	Not specified	Various landscaping requirements pertaining to parking areas.	Shall comply
6.2.6.B – Building Materials	Will comply with GCOD standards	Multiple standards	Shall comply
6.2.7 – Signs	Not specified	Signage shall comply with Section 8.6 - Signs.	Shall comply

Comprehensive Plan Analysis

Based on the future land use plan, staff finds that the rezoning request *is inconsistent* with the Hall County Comprehensive Plan and the future land use designation of Rural Scenic Corridors within the Chestnut Mountain/Candler character area. This land use designation states “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, as well as agricultural uses of all scales."

Applicant Information: The applicant provides in their narrative that although the Future Land Use Map designates the area as Rural Scenic Nodes & Corridors, where I-1 industrial zoning is not listed as compatible, the requested rezoning should be evaluated in the context of the established development pattern. The property lies within the Gateway Corridor Overlay District along SR 60/Candler Road at an intersection already dominated by industrial uses, including an adjoining light industrial development to the north and a large rock quarry, zoned Heavy Industrial (I-2), directly across the road. Given this context, the proposed I-1 zoning would not introduce an isolated industrial use but would represent a logical extension of the existing industrial character at this location.

The applicant further notes that the Comprehensive Plan directs Hall County to continue planning for commercial and industrial growth along SR 60/Candler Road. The proposal includes transitional buffers, roadway landscaping, shared access, centralized stormwater management, and compliance with all Gateway Corridor architectural and site-design requirements. These measures support compatibility with surrounding properties and help ensure the development aligns with the prevailing land-use pattern, despite inconsistencies in the current Future Land Use Map.

(A) & (B) Zoning Analysis – Rezone and Special Use

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is not compatible with the Rural and Scenic Corridors future land use designation. However, adjacent properties to the north and east are zoned and utilized for light and heavy industrial use, which contributes to an established industrial development pattern in the immediate area.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **While the Light Industrial (I-1) district is generally compatible with some surrounding development patterns, the proposed light industrial zoning use is not supported by the Rural Scenic Corridors future land use designation which envisions low-intensity, small-scale commercial uses.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Staff is not able to determine whether the property has a reasonable economic use under the current zoning. Assessing economic viability requires market analysis, financial modeling, or other expertise outside the scope of planning review. Staff can evaluate permitted land uses and development standards, but cannot determine whether those uses would be economically feasible for the applicant or the broader market.**

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; **Based on comments from County departments and State agencies, the proposed zoning is not expected to cause an excessive or burdensome use of 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 zoning district is not compatible with the Rural Scenic Corridors future land use designation.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions**.

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff cannot determine the relative public gain versus hardship to the property owner, as such assessments typically require economic or financial analysis beyond the scope of planning review. From a land-use perspective, staff has not identified a clear hardship associated with maintaining the current zoning.**

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; **Per the Tax Assessor records, the property is currently developed with a mobile home established around 1989 with accessory structures built in 2010.**

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; **The recent rezoning of the adjacent property to the north to Light Industrial (ZON2022-00005) is an existing condition that supports consideration of the proposed rezoning, as it reflects an emerging industrial development pattern in the area.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The change in zoning would not create an isolated district, as the subject property is adjacent to established Light Industrial (I-1) zoning and development to the north and Heavy Industrial (I-2) zoning for use as a rock quarry to the east.**

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 is not out of scale with the needs of the county as a whole; however, it is not in alignment with the Future Land Use designation of Rural Scenic**

Corridors. Even so, the proposed rezoning and development could be considered a logical expansion of the existing development pattern along the SR60/Candler Road corridor.

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support light industrial uses based on the Future Land Use Map; 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 for rezoning 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.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated September 2, 2026, Hall County Environmental Health Department stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated August 31, 2026, Christopher Hash, P.E., GDOT D1 Traffic Operations Supervisor, stated, "On System, coordination required for consideration of commercial driveway access."

Gainesville-Hall Metropolitan Planning Organization
In a memorandum dated August 31, 2026, Joseh Boyd, Director, provided the following comments:

This parcel is along State Route 60/Candler Road which is scheduled to be widened to four lanes in the MPO's Metropolitan Transportation Plan (GH-111B). Construction is currently not scheduled to begin until after 2055. Right-of-way impacts will not be known until the Preliminary Engineering (PE) phase is initiated, which is currently scheduled for 2042.

Hall County Public Works and Utilities
In a memorandum dated September 9, 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 meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic: A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.

Utilities: Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

Hall County Fire Marshal
In a memorandum dated September 4, 2026, Hall County Fire Marshal's Office, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Building Inspections
In a memorandum dated September 4, 2026, Barry Shaw, Interim Director of Development Services, stated, "There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance."

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

Sullins Engineering, LLC
302 W. May St.
Winder, GA 30680
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

JD Shuler Contracting Co, Inc
3004 Candler Rd
Gainesville, GA 30507
Phone [redacted]
Email [redacted]

Contact Person (Name & Mailing Address)

Jonathan Davis
3004 Candler Road
Gainesville, GA 30507
Phone [redacted]
Email Jonathan@thedaviscohomes

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☒ Other: Representative / Engineer

Requested Action

Current Zoning: AR-1
Rezone to: I-1

Property Information

Location Address(es): 3004 Candler Road
Tax Parcel Number(s): 15025 000006A
Acreage: 8.199
Existing Use(s): Existing residential structure (to be removed)
Proposed Use(s): Uses permitted in I-1

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: Jakob Sullins (Sullins Engineering)
Applicant Signature: Jakob Sullins
Date: 8/11/26

Applicant must complete all required information above. Incomplete applications will not be accepted. The Planning Department has 15 days after application deadline to review each submittal and will assign scheduling dates during that review period. If an application is determined to be insufficient, no agenda date will be set until all required information has been provided.

Application Withdrawal: I hereby **withdraw** the application.

Applicant Signature: _____ Date: _____

HALL COUNTY

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): J D Shuler Contracting Co Inc / Deron Shuler

Address: 1451 Sutton Cove Rd

Hiawassee GA 30546

Phone Number: [redacted]

Name of applicant(s): Sullins Engineering, LLC (Jakob Sullins)

Address: 26 East Athens Street

Winder, GA 30680

Phone Number: [redacted]

Purpose of Permit: Rezoning to I-1

Site Address: 3004 Candler Road

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.

James Deron Shuler

Signature of Owner(s)

James Deron Shuler

Printed Name of Owner(s)

State of Georgia County of Hall

Sworn to before me and signed in my prescence this 6th day of August, 2026

Notary Public Signature

Commission Expires: March 31, 2029

SHANE M. CAULLER NOTARY PUBLIC HALL COUNTY, GA My Comm. Exp. March 31, 2029

March 2025

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/4/2026 1:02:39 PM

BUSINESS INFORMATION	
CONTROL NUMBER	19148986
BUSINESS NAME	J.D. Shuler Contracting Co., Inc.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	02/04/2026
ANNUAL REGISTRATION PERIOD	2026, 2027, 2028

PRINCIPAL OFFICE ADDRESS	
ADDRESS	PO Box 740, Young Harris, GA, 30582, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
James Deron Shuler, II	1352 Main St, Suite 4, Young Harris, GA, 30582, USA	Towns

OFFICERS INFORMATION		
NAME	**TITLE**	**ADDRESS**
James Deron Shuler	CEO	PO Box 740, Young Harris, GA, 30582, USA
James Deron Shuler, II	CFO	PO Box 740, Young Harris, GA, 30582, USA
Kelly G. Shuler	SECRETARY	PO Box 740, Young Harris, GA, 30582, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Kelly Shuler
AUTHORIZER TITLE	Officer

Sullins Engineering, LLC

26 East Athens Street, Winder, GA 30680 * matt@sullinsengineering.com * 678-687-6219

August 14, 2026

RE: Signature Authorization

I, Matthew W. Sullins, P.E., hereby authorize Jakob Sullins to act as an authorized agent on behalf of Sullins Engineering, LLC and to execute, sign, and submit applications and related documents associated with the rezoning and special use applications for 3004 Candler Road, Hall County, Georgia.

Please contact our office if additional information is required.

Sincerely,

Matthew W. Sullins, P.E.
GA Registration No. 28445

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: 01/10/2025 14:22:32

BUSINESS INFORMATION	
BUSINESS NAME	: SULLINS ENGINEERING, LLC
CONTROL NUMBER	: 09074835
BUSINESS TYPE	: Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	: 2025, 2026, 2027

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: 1380 ivywood drive, Athens, GA, 30606, USA
REGISTERED AGENT NAME	: Sullins, Matthew William
REGISTERED OFFICE ADDRESS	: 5914 Nachoochee Trail, Flowery Branch, GA, 30542, USA
REGISTERED OFFICE COUNTY	: Hall

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 26 E ATHENS ST, WINDER, GA, 30680, USA
REGISTERED AGENT NAME	: Sullins, Matthew William
REGISTERED OFFICE ADDRESS	: 5914 Nachoochee Trail, Flowery Branch, GA, 30542, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: MATTHEW W. SULLINS
AUTHORIZER TITLE	: Registered Agent

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

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: Disclosure of Campaign Contributions:

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning 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:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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 OCGA 1981, § 36-67A-3, enacted by Ga L. 1986, page 1269, § 1; Ga L. 1991, page 1365, § 1; Ga L. 1993, page 91, § 36).

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 contribution(s), 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 Name Printed: Jakob Sullins (Sullins Engineering)

Applicant's/Owner's Signature: [signature] Date: 8/7/26

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

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(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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.

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Code OCGA 1981, § 36-67A-3, enacted by Ga L. 1986, page 1269, § 1; Ga L. 1991, page 1365, § 1; Ga L. 1993, page 91, § 36).

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 contribution(s), 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 Name Printed: James Doran Shuler

Applicant's/Owner's Signature: James Doran Shuler Date: 8-11-26

Sullins Engineering,LLC

26 East Athens Street, Winder, GA 30680 * matt@sullinsengineering.com * 678-687-6219

August 14, 2026

RE: Application for Rezone and Special Use to Subdivide - 3004 Candler Road, Parcel 15025 000006A

Letter of Intent and Narrative

On behalf of the owner, JD Shuler Contracting, we respectfully submit this request to rezone the property located at 3004 Candler Road, Hall County, Georgia, from AR-1 to I-1 and for approval of a Special Use to subdivide the property into five light industrial lots.

The subject property consists of approximately 8.19 acres at the southern corner of Candler Road (SR 60) and Dale Road. The proposed development consists of five light industrial lots served by a shared internal access drive, utility easement, and master stormwater management facility. Required setbacks, transitional buffers, and landscape areas are also proposed.

The property is currently developed with an existing residential structure and two existing driveway connections. The residential structure will be removed and the site will be cleared and cleaned prior to development. Both existing driveway connections will also be permanently closed. Due to their proximity to the intersection of Candler Road/SR 60 and Dale Road, the existing driveway locations do not meet current County and State access standards. The proposed development will relocate access to the southern portion of the property, providing a safer and more appropriate means of ingress and egress. The new entrance will also include a deceleration lane designed in accordance with applicable GDOT standards and subject to GDOT review and approval.

The proposed buildings will be developed as speculative light industrial buildings, and the final tenants, building configurations, and specific uses are not known at this time. Any future use of the property will be limited to uses permitted within the I-1 zoning district and will be required to satisfy all applicable Hall County development standards and use-specific requirements. All proposed structures will also comply with the architectural and design standards of the Gateway Corridor Overlay District.

The property is located within the Chestnut Mountain/Candler Character Area and is designated Rural Scenic Nodes & Corridors on the Hall County Future Land Use Map. While I-1 is not specifically identified as a compatible zoning district within this future land use category, the requested rezoning should be considered in the context of the existing development pattern and the specific characteristics of this location.

The subject property is located along SR 60/Candler Road within the Gateway Corridor Overlay District and at an intersection already characterized by substantial industrial activity. An I-1 industrial property directly adjoins the area to the north, while a large I-2 industrial rock quarry is located immediately across Candler Road. As a result, the proposed I-1 zoning would not introduce an isolated industrial use into an otherwise

rural setting, but rather would represent a logical continuation of the established character of this particular intersection along this state route.

The Comprehensive Plan also specifically directs Hall County to continue planning for commercial and industrial growth along SR 60/Candler Road. In addition, the proposed development provides 50-foot transitional buffers where required, roadway landscaping, shared access, and centralized stormwater management. Combined with the enhanced architectural, landscaping, and site development requirements of the Gateway Corridor Overlay District, these measures provide an appropriate transition to surrounding properties and allow the development to remain compatible with the character and existing development pattern of the area.

Hall County Rezoning Criteria - Sec. 11.2.6.F.3

Pursuant to Sec. 11.2.6.F.3 of the Hall County Unified Development Code, the following responses address the general lines of inquiry for consideration of a zoning map amendment:

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.

Yes. The site is located at an intersection already anchored by a large I-1 industrial property immediately to the north and an I-2 quarry directly across Candler Road to the northeast. I-1 provides an appropriate lower-intensity industrial transition at this location. Future uses will be limited to those permitted within the I-1 zoning district and will be required to comply with all applicable development standards.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

No. The concept plan provides the required 50-foot transitional buffers where the industrial property adjoins residential or agricultural zoning, together with GCOD landscaping, screening, lighting, and architectural requirements. These measures are intended to protect the continued use and enjoyment of nearby property.

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The property can continue in a limited residential or agricultural-residential capacity; however, the current AR-1 zoning does not reasonably reflect the site's frontage on SR 60, its location at a major intersection, or the industrial zoning and uses already established immediately north and east of the property. The requested I-1 district provides a more practical long-term use of the site.

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.

No. The proposal is limited to five light industrial lots and will not create residential demand on schools. The two existing driveway connections near the Dale Road/SR 60 intersection will be permanently closed and replaced with a new access point located farther south on the property. The proposed entrance will include a deceleration lane designed in accordance with GDOT standards, improving the overall safety and function of access to the property. Final driveway, utility, fire-protection, stormwater, and development improvements will be reviewed by the applicable County and State agencies.

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.

Yes, when considered in the context of the adopted Chestnut Mountain/Candler corridor strategy and the existing development pattern. Hall County Forward specifically directs the County to continue planning for commercial and industrial growth along SR 60/Candler Road. This request places light industrial development at an intersection where I-1 and I-2 zoning already exists and incorporates GCOD standards intended to ensure quality development.

f. The extent to which property values are diminished by the existing zoning restrictions.

The existing AR-1 classification limits the property to uses that do not take full advantage of its highway frontage, visibility, industrial surroundings, and location at the Dale Road/SR 60 intersection. Continued AR-1 zoning substantially limits the property's ability to respond to the land-use transition that has already occurred around the site.

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.

Maintaining AR-1 zoning at this specific industrialized intersection provides limited public benefit. The proposed I-1 zoning can accommodate productive economic use while the GCOD and required buffers provide the safeguards necessary to protect nearby lower-intensity properties and the public welfare.

h. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

Approval provides a logical extension of the existing industrial node, additional opportunities for employment and tax-base growth, redevelopment subject to current GCOD standards, and an opportunity to replace two existing non-compliant driveway locations with a safer access configuration meeting current GDOT standards. Denial would leave the property constrained by residential zoning despite its immediate industrial context and highway location.

i. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.

The property is not presently vacant and contains an existing residential structure. The existing residential structure will be removed as part of the redevelopment of the property. More significant than the property's current use is the change in surrounding land use and zoning at the Dale Road/SR 60 intersection since the property was originally developed.

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.

Yes. The existing I-1 zoning immediately north, the I-2 quarry across Candler Road, the SR 60 highway frontage, the parallel railroad corridor, the Comprehensive Plan's express strategy for commercial and industrial growth along SR 60, and the opportunity to replace the existing driveway configuration with a safer GDOT compliant entrance are all existing or changing conditions supporting approval.

k. Whether the change would create an isolated district unrelated to the surrounding districts.

No. The requested I-1 district would be directly related to the existing I-1 industrial property at the same intersection and the I-2 industrial property across Candler Road. The rezoning would strengthen an existing industrial node rather than create spot zoning.

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area.

Yes, to the extent the subject parcel remains AR-1 while major properties immediately north and east of the intersection are already zoned and used for industrial purposes. Rezoning this corner to I-1 would

create a more logical transition between the established industrial node and the residential/agricultural properties farther south and west.

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 involves approximately 8.19 acres and five relatively small light industrial lots. I-1 is less intensive than the I-2 zoning already present across Candler Road, and the concept is appropriately scaled to serve small and mid-sized businesses while retaining required buffers.

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned.

Other I-1 sites may exist in Hall County, but the subject property is particularly appropriate because of its SR 60 frontage, existing industrial adjacency, railroad/highway context, and location within a corridor where the Comprehensive Plan directs continued planning for industrial growth. The suitability of other sites does not eliminate the land-use logic of this property.

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission.

No. A variance cannot authorize light industrial uses within the AR-1 district. A zoning map amendment to I-1 is the appropriate mechanism to allow the proposed use.

p. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted.

No unreasonable ecological or pollution impact is anticipated. The concept includes a master stormwater detention facility and required buffers, and final development will comply with Hall County and State erosion control, stormwater, environmental, and pollution-prevention requirements. The concept plan also identifies no FEMA flood hazard area on the site.

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.

A finding of an original zoning mistake is not necessary to support this request. The stronger basis for approval is the substantial change in conditions surrounding the property, including the establishment of I-1 and I-2 zoning at the intersection and the adopted Comprehensive Plan strategy encouraging commercial and industrial growth along SR 60/Candler Road.

Legal Rights Reservation

This letter and application are submitted without prejudice to any legal or equitable rights of the property owner. By submitting this request, the property owner does not waive any right to seek administrative review, appeal, or other relief available under applicable law should the rezoning request be denied or conditioned in a manner not accepted by the property owner. All such rights are expressly reserved.

Conclusion

The proposed rezoning to I-1 and Special Use to subdivide the property into five light industrial lots represents a reasonable and orderly extension of the industrial development already established at the Dale Road and SR 60/Candler Road intersection. The existing residential structure will be removed, the site will be cleaned up for redevelopment, and both existing driveway connections will be permanently closed. A new access point will be provided farther south on the property with a deceleration lane designed in accordance with GDOT standards, resulting in a safer means of ingress and egress.

The five proposed lots will be developed as spec-build sites, with final tenants and uses to be determined. All future uses will be limited to those permitted within the I-1 district and will comply with all applicable code requirements. All structures will also comply with the architectural requirements of the Gateway Corridor Overlay District. The project incorporates required transitional buffers and site-design controls and directly supports the Comprehensive Plan's strategy to plan for commercial and industrial growth along SR 60. For these reasons, we respectfully request approval of the rezoning from AR-1 to I-1 and the associated Special Use to subdivide the property.

Thank you for your consideration. Please contact our office if additional information is required.

Sincerely,

Matthew W. Sullins, P.E.
GA Registration No. 28445

FLOOD NOTE:

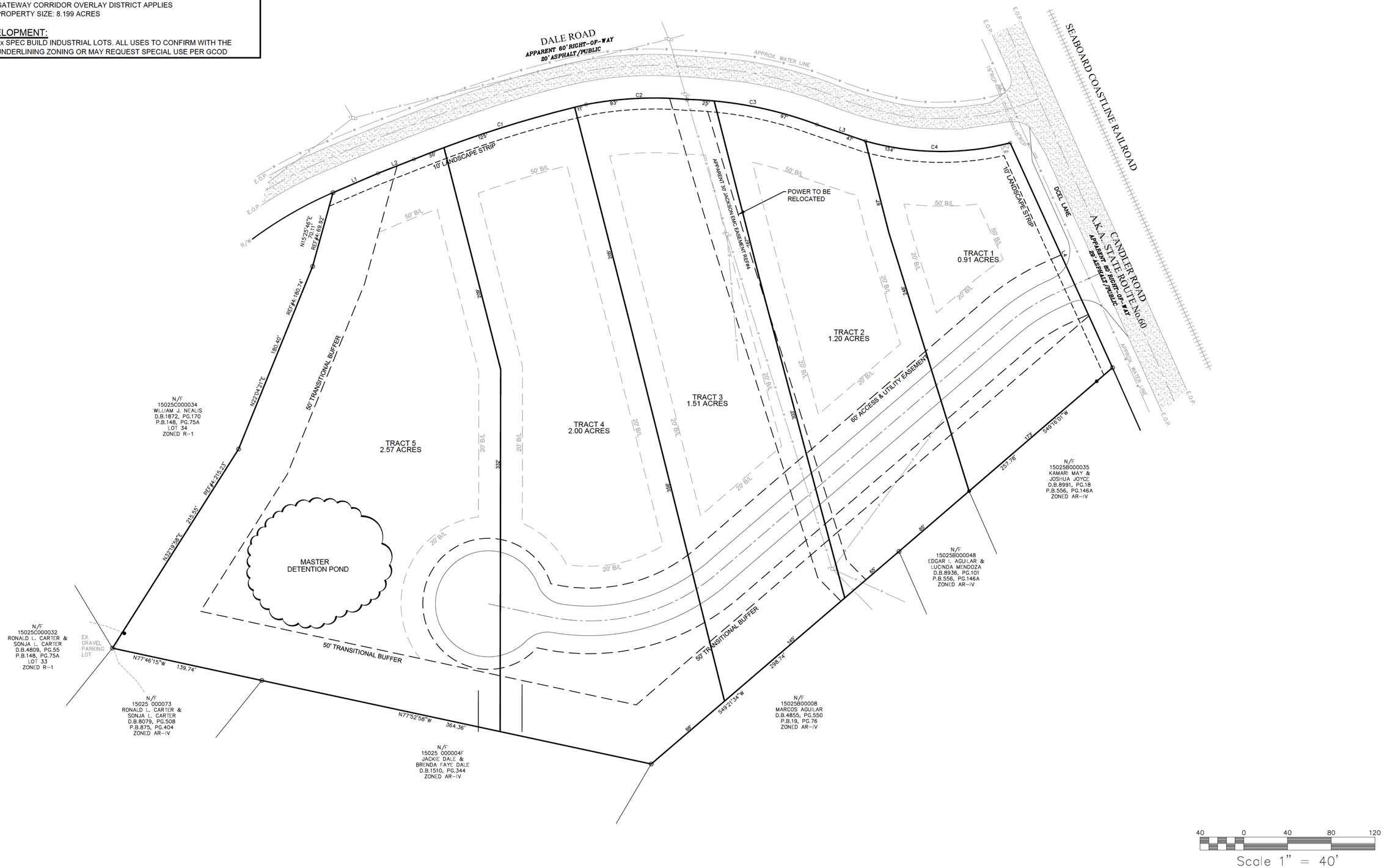
- FLOOD HAZARD AREA DOES NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13139C0310G, DATED 12/1/2022.

GENERAL NOTES:

- FRONT SETBACK: 50'
- SIDE SETBACK: 20'
- REAR SETBACK: 20'
- MAXIMUM BUILDING HEIGHT: 65'
- MINIMUMLOT FRONTAGE: 100'
- MINIMUM LOT AREA: 15,000sf
- MAXIMUM SITE COVERAGE: 80%
- MINIMUM OPEN SPACE: 20%
- GATEWAY CORRIDOR OVERLAY DISTRICT APPLIES
- PROPERTY SIZE: 8.199 ACRES

DEVELOPMENT:

- 5x SPEC BUILD INDUSTRIAL LOTS. ALL USES TO CONFIRM WITH THE UNDERLINING ZONING OR MAY REQUEST SPECIAL USE PER GCOD



CONCEPT PLAN FOR:

3004 CANDLER ROAD

LOCATED IN:
PARCEL: 15025 000006A
HALL COUNTY, GEORGIA

Sullins Engineering, LLC
26 EAST ATHENS STREET
WINDER, GA. 30680
PHONE: (678) 687-6219
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE APPROPRIATE LOCAL SPECIFICATIONS AND REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION.

THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS.

THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING. IN METRO ATLANTA DIAL 404/525-5000. THROUGHOUT GEORGIA DIAL 800/282-7411.

DATE: REVISION:

GEORGIA REGISTERED No. 28445 PROFESSIONAL ENGINEER MATTHEW W. SULLINS

GSWCC #939
EXP. 10/01/2026

DATE	JOB #
8/11/2026	3332

SHEET 1

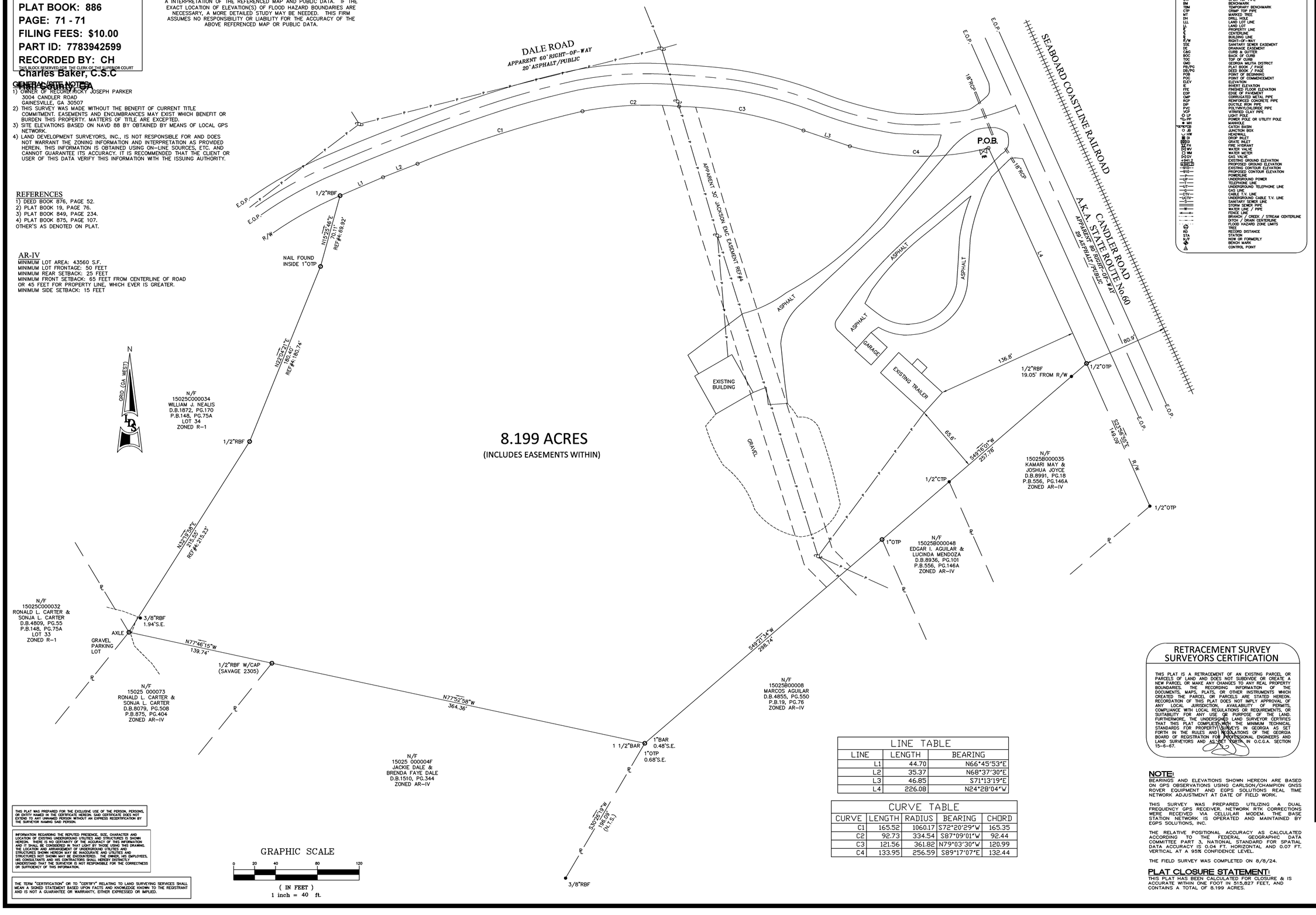
eFiled and eRecorded
DATE: 10/22/2024
TIME: 3:57 PM
PLAT BOOK: 886
PAGE: 71 - 71
FILING FEES: $10.00
PART ID: 7783942599
RECORDED BY: CH
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT
Charles Baker, C.S.C
Hall County, GA

FLOOD HAZARD NOTE
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA, PER FIRM PANEL 13139C0310G DATED DECEMBER 1, 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 OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

GENERAL SITE NOTES:
1) OWNER OF RECORD: RICKY JOSEPH PARKER
3004 CANDLER ROAD
GAINESVILLE, GA 30507
2) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
3) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
4) LAND DEVELOPMENT SURVEYORS, INC., IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

REFERENCES
1) DEED BOOK 876, PAGE 52.
2) PLAT BOOK 19, PAGE 76.
3) PLAT BOOK 849, PAGE 234.
4) PLAT BOOK 875, PAGE 107.
OTHER'S AS DENOTED ON PLAT.

AR-IV
MINIMUM LOT AREA: 43560 S.F.
MINIMUM LOT FRONTAGE: 50 FEET
MINIMUM REAR SETBACK: 25 FEET
MINIMUM FRONT SETBACK: 65 FEET FROM CENTERLINE OF ROAD OR 45 FEET FOR PROPERTY LINE, WHICH EVER IS GREATER.
MINIMUM SIDE SETBACK: 15 FEET



8.199 ACRES
(INCLUDES EASEMENTS WITHIN)

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.70	N66°45'53"E
L2	35.37	N68°37'30"E
L3	46.85	S71°13'19"E
L4	226.08	N24°28'04"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	165.52	1060.17	S72°20'29"W	165.35
C2	92.73	334.54	S87°09'01"W	92.44
C3	121.56	361.82	N79°03'30"W	120.99
C4	133.95	256.59	S89°17'07"E	132.44

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING AND/OR ABANDONED UTILITIES AND STRUCTURES IS SHOWN HEREON. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF SAID INFORMATION AND IT SHALL BE CONSIDERED AS THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

LEGEND

O.L.	ON LINE
NF	NAIL FOUND
IPS	IRON PIN SET (1/2" REBAR)
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
OTP	OPEN TOP PIPE
BM	BENCHMARK
TBM	TEMPORARY BENCHMARK
CTP	CRIMP TOP PIPE
MT	MARKED TREE
DH	DRILL HOLE
LL	LAND LOT LINE
L	LAND LOT
P	PROPERTY LINE
C	CENTERLINE
BL	BUILDING LINE
R/W	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
G&C	CURB & GUTTER
BOC	BACK OF CURB
TOC	TOP OF CURB
GMD	GEORGIA MILITIA DISTRICT
PB/PG	PLAT BOOK / PAGE
DB/PG	DEED BOOK / PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ELEV	ELEVATION
IE	INVERT ELEVATION
FFE	FINISHED FLOOR ELEVATION
EOP	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYLCHLORIDE PIPE
VCP	VITRIFIED CLAY PIPE
LP	LIGHT POLE
PP	POWER POLE OR UTILITY POLE
MH	MANHOLE
CB	CATCH BASIN
JB	JUNCTION BOX
HW	HEADWALL
DI	DROP INLET
GI	GRATE INLET
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
GV	GAS VALVE
4241.2	EXISTING GROUND ELEVATION
4241.2	PROPOSED GROUND ELEVATION
910	EXISTING CONTOUR ELEVATION
910	PROPOSED CONTOUR ELEVATION
OHP	POWERLINE
UP	UNDERGROUND POWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE LINE
G	GAS LINE
CTV	CABLE T.V. LINE
UCTV	UNDERGROUND CABLE T.V. LINE
S	SANITARY SEWER LINE
SD	STORM SEWER PIPE
W	WATER LINE / PIPE
	FENCE LINE
	BRANCH / CREEK / STREAM CENTERLINE
	DITCH / DRAIN CENTERLINE
	FLOOD HAZARD ZONE LIMITS
(R)	RECORD
RD	RECORD DISTANCE
STA	STATION
N/F	NOW OR FORMERLY
BM	BENCH MARK
CP	CONTROL POINT

RETRACEMENT SURVEY SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

NOTE:
BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER. NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 8/8/24.

PLAT CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 515,827 FEET, AND CONTAINS A TOTAL OF 8.199 ACRES.

Land Development Surveyors, Inc.
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEYORS2003@GMAIL.COM
COA LSF#000832

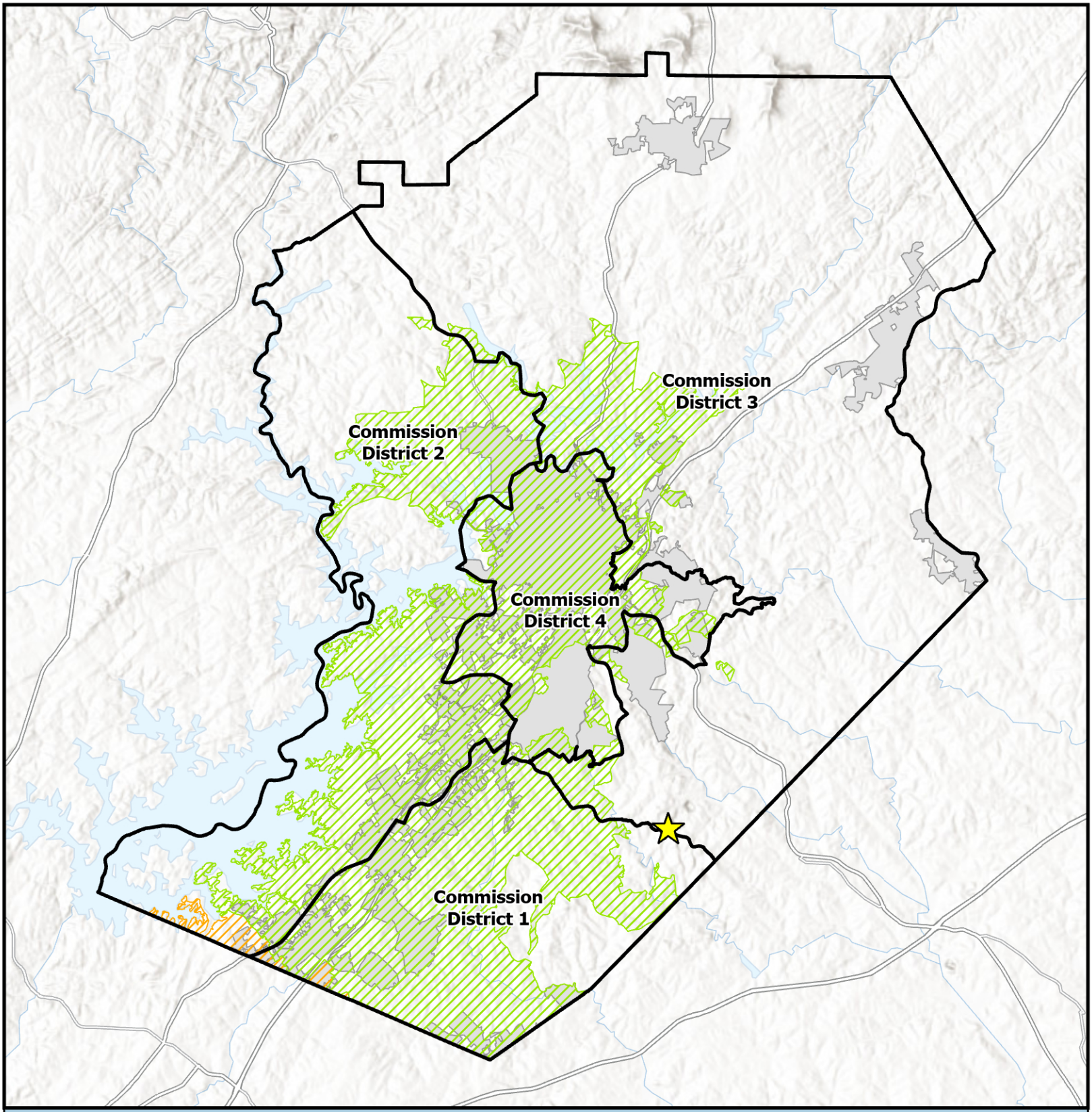
8/8/24

JD SHULER CONTRACTING
PARENT PARCEL 15025 000006A
3004 CANDLER ROAD
LOCATED IN GEORGIA MILITIA DISTRICT 1385, CANDLER DISTRICT, HALL COUNTY, GEORGIA
SCALE: 1"=40'

RETRACEMENT SURVEY FOR
SHEET TITLE
FIELD: KJ | DRAWN: MSF | CHECKED: LJJ

NO	DESCRIPTION	DATE

8/8/24 DATE
24181 JOB NUMBER
1 of 1



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

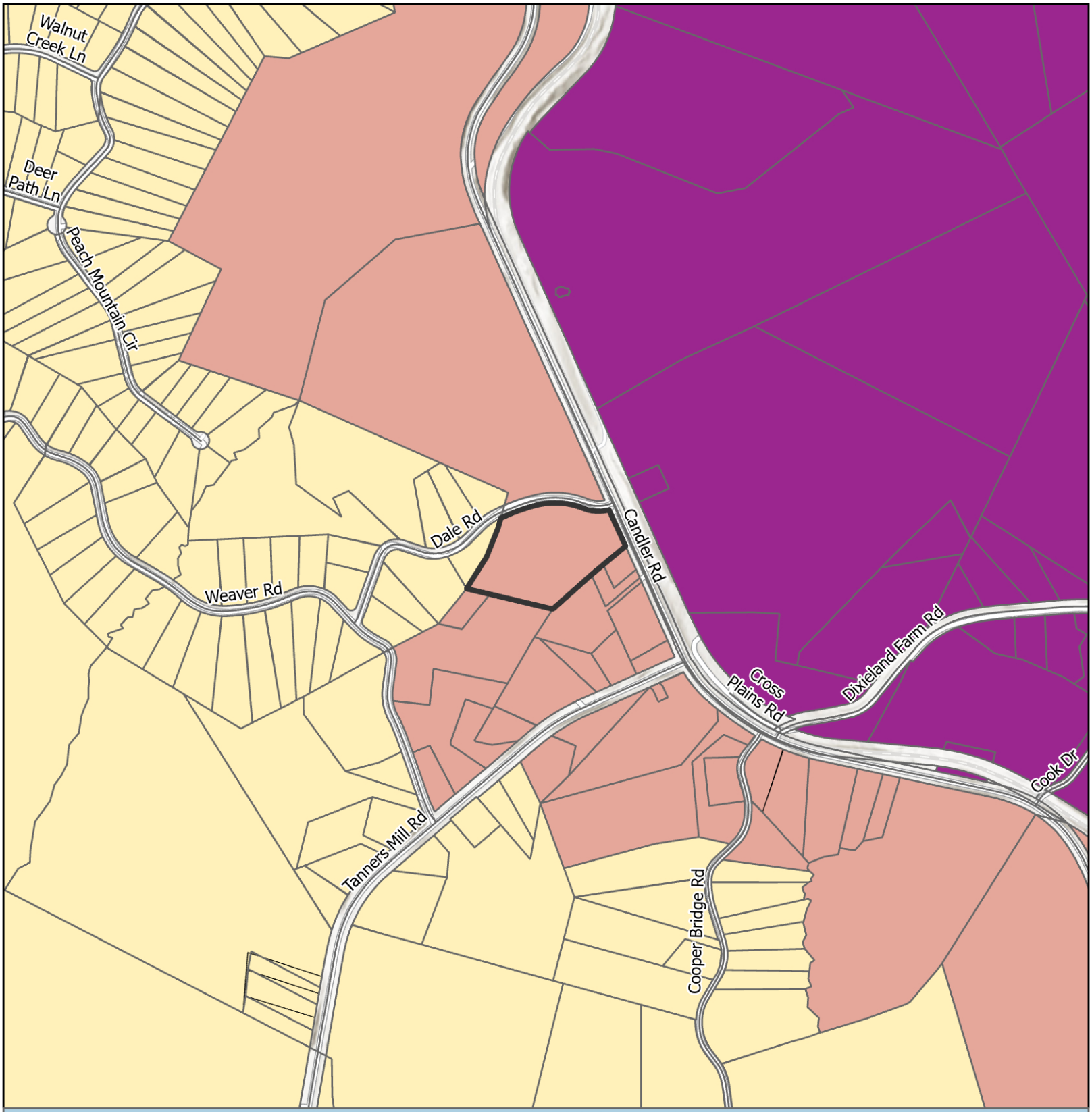
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Sullins Engineering, LLC
Tax Parcel #: 15025 000006A
Location: 3004 Candler Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Future Land Use Map

Subject Area
City Limits

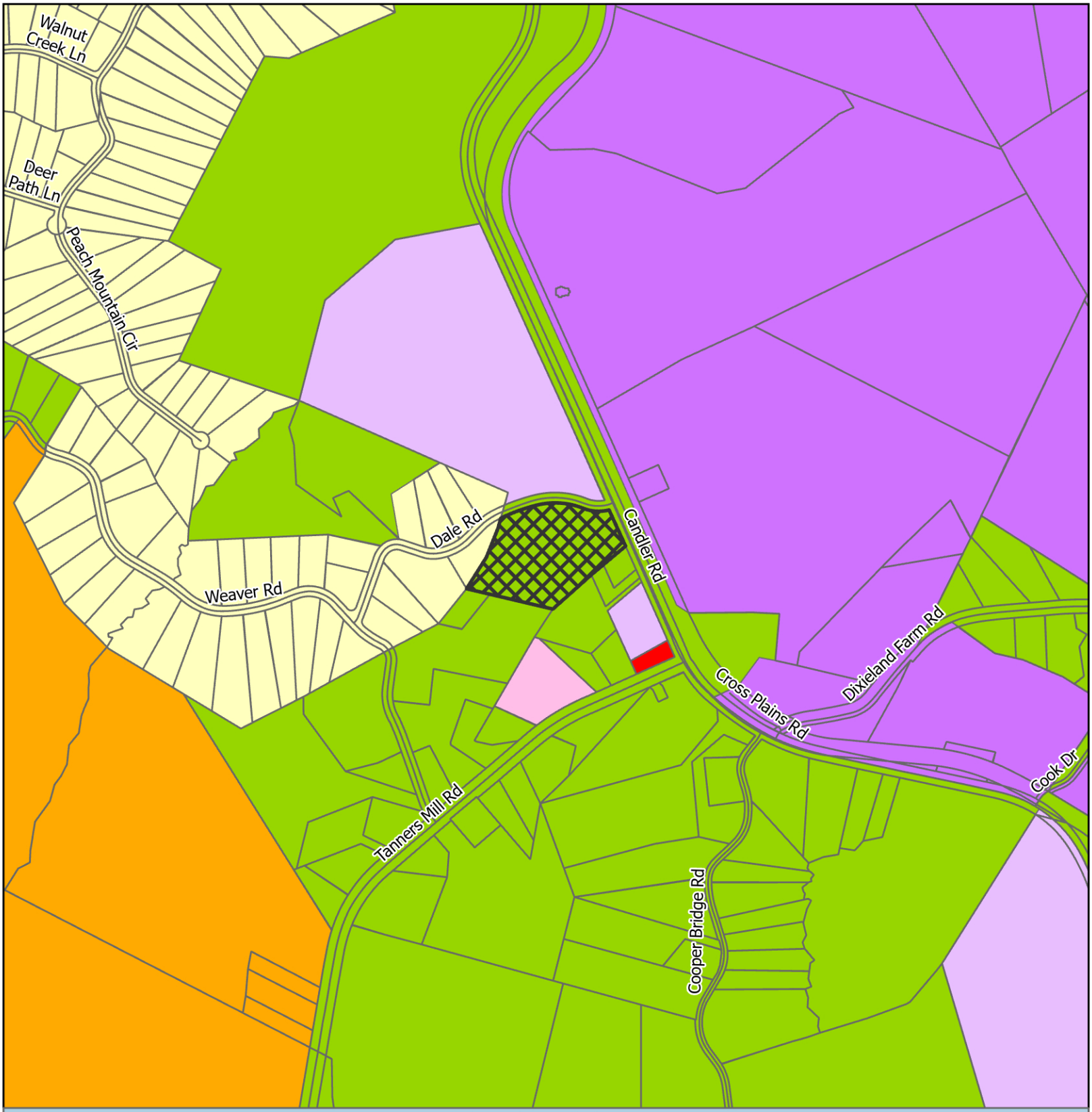
FLU

Industrial
Rural Neighborhood
Rural Scenic Corridors

Applicant: Sullins Engineering, LLC
Tax Parcel #: 15025 000006A
Location: 3004 Candler Road
Commission District: 3

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

Date Prepared: 9/8/2026



Zoning Map

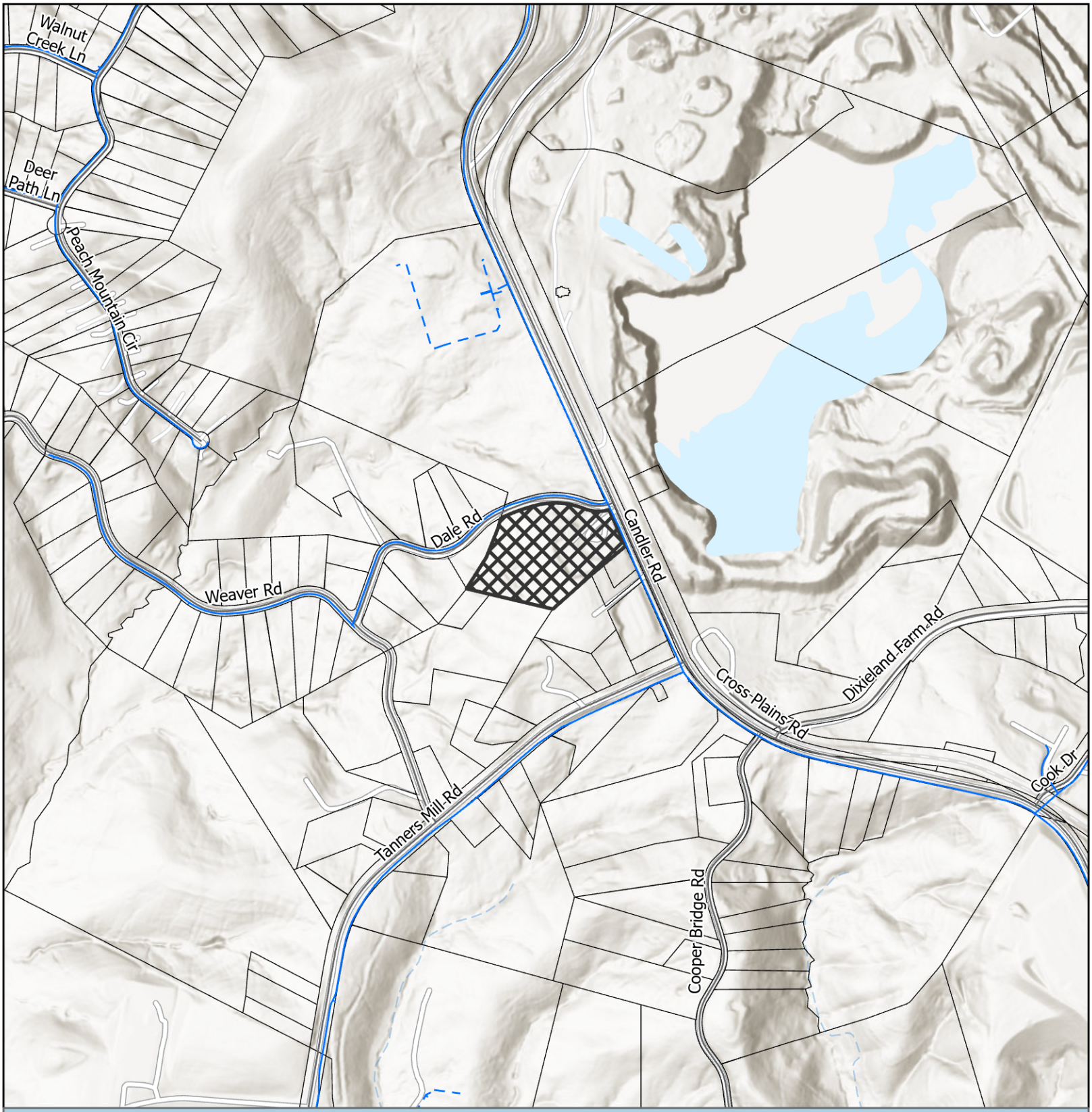
Subject Area
City Limits

Zoning
AR-1
H-B
I-1
I-2
O-I
PCD
R-1

Applicant: Sullins Engineering, LLC
Tax Parcel #: 15025 000006A
Location: 3004 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Utilities Map

- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: Sullins Engineering, LLC
Tax Parcel #: 15025 000006A
Location: 3004 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

Site Plan & Aerial Map

Subject Area

parcel

Applicant: Sullins Engineering, LLC
Tax Parcel #: 15025 000006A
Location: 3004 Candler Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

Driveway to be removed
Driveway to be removed
Dale Rd
Cross Plains Baptist Church
Google Maps

After recording, return to:

Prepared By:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-L-09210-24-SL

Parcel ID: 15-00025-00-006A

eFiled and eRecorded
DATE: 11/04/2024
TIME: 12:06 PM
DEED BOOK: 9564
PAGE: 81 - 83
FILING FEES: $25.00
TRANSFER TAX: $650.00
PARTICIPANT ID: 2979894615
PARTICIPANT ID: 7067927936
PT61: 069-2024-007523
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE, made this 1st day of November, 2024 by and between **Ricky Joseph Parker a/k/a Ricky Joe Parker**, as party or parties of the first part, hereinafter called Grantor, and **J.D. Shuler Contracting Co., Inc.,** 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 DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

THENCE, 165.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1060.17 FEET AND A CHORD THAT BEARS NORTH 72°20'29" EAST, A DISTANCE OF 165.35 FEET TO IRON PIN SET;

THENCE, 92.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 334.54 FEET AND A CHORD THAT BEARS NORTH 87°09'01" EAST, A DISTANCE OF 92.44 FEET TO IRON PIN SET;

THENCE, 121.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 361.82 FEET AND A CHORD THAT BEARS SOUTH 71°03'30" EAST, A DISTANCE OF 120.99 FEET TO IRON PIN SET;

THENCE, SOUTH 71°13'19" EAST, A DISTANCE OF 46.85 FEET TO IRON PIN SET;

THENCE, 133.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 256.59 FEET AND A CHORD THAT BEARS SOUTH 89°17'07" EAST, A DISTANCE OF 132.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.199 ACRES MORE OR LESS.

Gmail Jakob Sullins [redacted]

3004 Chandler Road Water Request

Nick Swafford <NSwafford@gainesvillega.gov> Thu, Aug 6, 2026 at 4:39 PM
To: "Lynn Taylor (Planning)" <ltaylor@hallcounty.org>
Cc: "[redacted]">

Hi Lynn,

Please allow this email to serve as confirmation of water availability for 5 proposed office/warehouses on the subject property. Gainesville owns and operates 8" DIP water mains along Candler and Dale Roads. If you need anything further, please let me know.

Thanks,

Nick Swafford

Permitting Services & GIS Manager

Department of Water Resources

GAINESVILLE

O | 770.538.2452

www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

From: Jakob Sullins [redacted]
Sent: Thursday, August 6, 2026 4:27 PM
To: Nick Swafford <NSwafford@gainesvillega.gov>
Subject: [EXTERNAL] 3004 Chandler Road Water Request

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

See attached,

[Quoted text hidden]

3004 CHANDLER ROAD REZONE SITE PLAN 7-31-2026.pdf
467K

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: September 2, 2026

Subject: October 8, 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.

* 5218 Hopewell Church Road, Barrett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 1322 Ralson Street, Felix: No comment. Public Sewer.

* 102 Near Way, Ochoa: Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Boday Art Establishment. Please note that BOC approval does not imply approval from other county departments.

* 3710/3716/3728 Jones Drive, Hudson Land Holdings: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 3004 Candler Road, Sullins Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Lynn Taylor (Planning)

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Monday, August 31, 2026 10:05 AM
To: Kaitlyn Elliott (Planning); Lynn Taylor (Planning)
Cc: Liliana Cortez (Planning)
Subject: RE: Tentative Planning & Zoning items for October 8, 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 Kaitlyn,

Please see the below responses from our office in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Sent: Friday, August 28, 2026 3:27 PM
Subject: Tentative Planning & Zoning items for October 8, 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 afternoon,

The Tentative Planning Items for the **October 8, 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.

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, September 9, 2026.**

Please email all comments to both as Kaitlyn is out of office:

• Lynn – ltaylor@hallcounty.org

• Kaitlyn – kelliott@hallcounty.org

Please use the links below.

- **5218 Hopewell Church Road** | **Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

Off-system. No impacts expected to the State Highway System.

- **(A) 1322 Ralston Street** | **Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 102 Near Way** | **Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way** | **Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

On System, coordination required for consideration of commercial driveway access.

Thank you,

Liliana Cortez
Planning technician

Hall County Planning and Zoning
Desk: 770-297-2695
Office: 770-531-6809
2875 Browns Bridge Road, Gainesville GA 30504
Web: https://www.hallcounty.org/150/Planning-Zoning
Email: lcortez@hallcounty.org

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.

GAINESVILLE-HALL
Metropolitan Planning Organization

MEMORANDUM

To: Kaitlyn Elliott, Planning Commission Clerk, Hall County

From: Joseph Boyd, Director, Gainesville-Hall MPO

Date: August 31, 2026

Re: Tentative Planning Items for the October 8, 2026 Hall County Board of Commissioners Voting Meeting

---

This memo serves to provide Hall County Government with the following comment from the Gainesville-Hall Metropolitan Planning Organization (GHMPO) regarding the tentative planning items for the **October 8, 2026** Hall County Board of Commissioners Voting Meeting:

- **3004 Candler Road, Sullins Engineering, LLC** – This parcel is along State Route 60/Candler Road, which is scheduled to be widened to four lanes in the MPO's Metropolitan Transportation Plan (GH-111B). Construction is currently not scheduled to begin until after 2055. Right-of-way impacts will not be known until the Preliminary Engineering (PE) phase is initiated, which is currently scheduled for 2042.

Please let me know if you have any questions or require any additional information.

Attachment(s): Project Sheet for GH-111B

2875 Browns Bridge Road | Gainesville, GA 30504
770.297.5541 | ghmpo.org

Project Name Widening of State Route 60/Candler Road between State Route 211 and Calvary Church Road (Phase II)	**GHMPO No.** GH-111B	**GDOT No.** TBD
	County Hall	**City** Gainesville
Local Rd. Name Candler Road	**GDOT District** 1	**RC** GMRC
US/State Rd. Name State Route 60	**Funding Source** GDOT	

Project Description

Improve mobility and increase safety along State Route 60/Candler Road between I-985 and State Route 211 in Hall County.

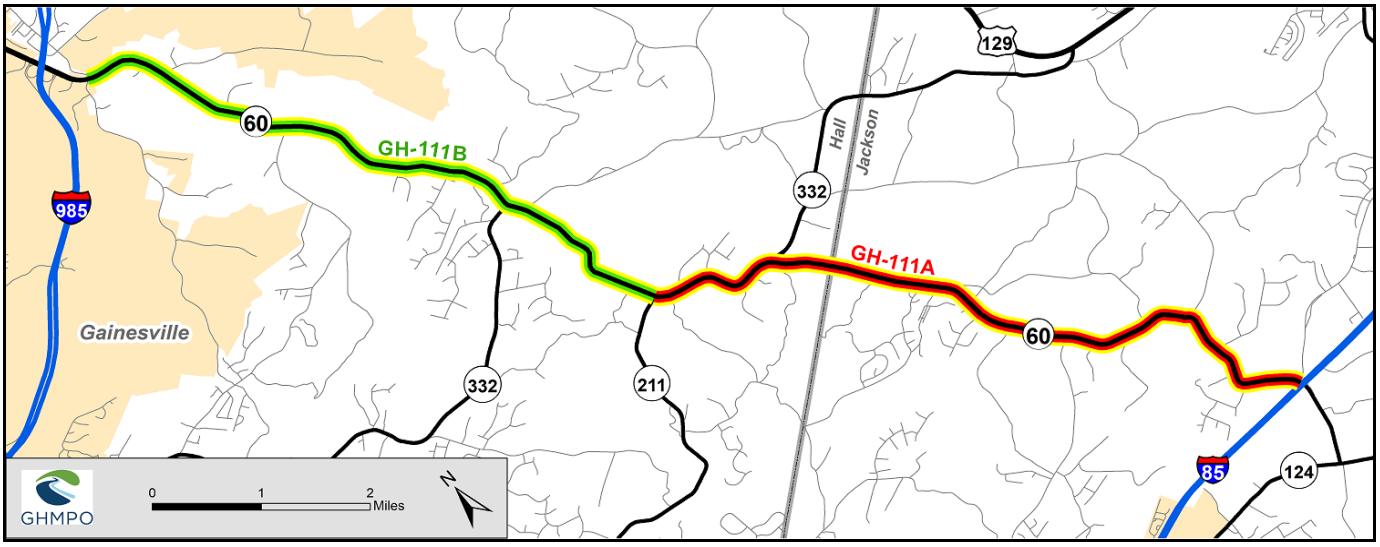
Improvement Type Widening **Capacity Adding** Yes

Project Intent

To improve safety, decrease congestion, and improve economic competitiveness along Candler Road/State Route 60.

Project Termini **From** Calvary Church Road **To** State Route 211	**Length (miles)** 5.7	
	Exist. Lanes 2	**Future Lanes** 4
Bike / Ped Infrastructure Sidewalks		
Network Year TBD	**MTP Project Band:** Band 3, Long-Range (2042-2055+)	**Open to Traffic Date** TBD

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2042	Pre-Engineering	Federal/State	$0	$2,093,596	$8,374,386	$0	$10,467,982
2055+	Right-of-Way	Federal/State	$0	$4,809,769	$19,239,074	$0	$24,048,843
2055+	Utilities	Federal/State	$0	$1,202,442	$4,809,769	$0	$6,012,211
2055+	Construction	Federal/State	$0	$15,631,748	$62,526,991	$0	$78,158,739
		TOTAL	$0	$23,737,555	$94,950,220	$0	$118,687,775



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: September 9, 2026

Subject: October 8, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 8, 2026, meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.
  - **Utilities:** Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic concerns with the proposed ADU and the setback variances.
- **Utilities:** This property is in the Gainesville service district.

- **(A) 102 Near Way | Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - **Traffic:** There are no traffic concerns with the proposed rezoning and special use request.
  - **Utilities:** This property is in the Gainesville service district.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.
  - **Utilities:** This property is in the Buford service district.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

- **Traffic:** A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.
- **Utilities:** Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

HALL COUNTY
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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: 9/4/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/8/2026
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 10/8/26 meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- (A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 3004 Candler Road** | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 3004 Candler Road** | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, 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 Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

INTERIM DEVELOPMENT SERVICES DIRECTOR
Barry Shaw

INTERIM CHIEF BUILDING OFFICIAL
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Barry Shaw, Interim Director of Development Services

Date: September 4, 2026

Subject: October 8, 2026

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

- No comment.

(A) 1322 Ralston Street | Special Use | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
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- No comment.

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- No comment.

(A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

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- Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections an reports by a state licensed asbestos inspector. Building Inspections has no further comments.

(A) 3004 Candler Road | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
(B) 3004 Candler Road | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance.

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: SULLINS ENGINEERING, LLC
REQUEST: REZONE FROM AR-1 TO I-1 FOR USES PERMITTED IN I-1 W/ SPECIAL USE FOR 5-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 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
GMC
SIERRA

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT SULLINS ENGINEERING, LLC
REQUEST REZONE FROM AR-1 TO I-1 FOR USES PERMITTED IN I-1 W/SPECIAL USE FOR 5-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08 2026
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6800

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 640/2026

SUBJECT: **3004 Candler Road | Special Use |** for a nonresidential subdivision | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A **| Proposed Use: 5-lot subdivision |** Commission District 3 **| Sullins Engineering, LLC, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL of the applicant's requests, as the Special Use cannot be supported without approval of the rezoning. However, if the Commission chooses to approve these requests, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 11, 2026 and narrative dated August 14, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property

Purpose of Request:

3004 Candler Road | Special Use | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision |** Commission District 3 **| Sullins Engineering, LLC, 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:

Application
See Rezone Application for all other items

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

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SPECIAL/CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Sullins Engineering, LLC
302 W. May St.
Winder, GA 30680
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

JD Shuler Contracting Co, Inc
3004 Candler Rd
Gainesville, GA 30507
Phone [redacted]
Email [redacted]

Contact Person (Name & Mailing Address)

Jonathan Davis
3004 Candler Road
Gainesville, GA 30507
Phone [redacted]
Email Jonathan@thedaviscohomes

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☒ Other: Representative/Engineer

Requested Action

- ☒ Special Use
- ☐ Conditional Use

Property Information

Location Address(es): 3004 Candler Road
Tax Parcel Number(s): 15025 000006A
Acreage: 8.199
Existing Use(s): Existing residential structure (to be removed)
Zoning: AR-1 (Rezoning request to I-1 running concurrent)
Proposed Use(s): [redacted] Subdivide into five lots under I-1 zoning for a minor subdivision

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: Jakob Sullins (Sullins Engineering)
Applicant Signature: [signature]
Date: 8/14/26

Applicant must complete all required information above. Incomplete applications will not be accepted. The Planning Department has 15 days after application deadline to review each submittal and will assign scheduling dates during that review period. If an application is determined to be insufficient, no agenda date will be set until all required information has been provided.

Application Withdrawal: I hereby **withdraw** the application.

Applicant Signature: _____ Date: _____

HALL COUNTY

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): J D Shuler Contracting Co Inc / Deron Shuler

Address: 1451 Sutton Cove Rd

Hiawassee GA 30546

Phone Number: [redacted]

Name of applicant(s): Sullins Engineering, LLC (Jakob Sullins)

Address: 26 East Athens Street

Winder, GA 30680

Phone Number: [redacted]

Purpose of Permit: Rezoning to I-1

Site Address: 3004 Candler Road

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.

James Deron Shuler

Signature of Owner(s)

James Deron Shuler

Printed Name of Owner(s)

State of Georgia County of Hall

Sworn to before me and signed in my prescence this 6th day of August, 2026

Notary Public Signature

Commission Expires: March 31, 2029

SHANE M. CAULLER NOTARY PUBLIC HALL COUNTY, GA My Comm. Exp. March 31, 2029

March 2025

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/4/2026 1:02:39 PM

BUSINESS INFORMATION	
CONTROL NUMBER	19148986
BUSINESS NAME	J.D. Shuler Contracting Co., Inc.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	02/04/2026
ANNUAL REGISTRATION PERIOD	2026, 2027, 2028

PRINCIPAL OFFICE ADDRESS	
ADDRESS	PO Box 740, Young Harris, GA, 30582, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
James Deron Shuler, II	1352 Main St, Suite 4, Young Harris, GA, 30582, USA	Towns

OFFICERS INFORMATION		
NAME	**TITLE**	**ADDRESS**
James Deron Shuler	CEO	PO Box 740, Young Harris, GA, 30582, USA
James Deron Shuler, II	CFO	PO Box 740, Young Harris, GA, 30582, USA
Kelly G. Shuler	SECRETARY	PO Box 740, Young Harris, GA, 30582, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Kelly Shuler
AUTHORIZER TITLE	Officer

Sullins Engineering, LLC

26 East Athens Street, Winder, GA 30680 * matt@sullinsengineering.com * 678-687-6219

August 14, 2026

RE: Signature Authorization

I, Matthew W. Sullins, P.E., hereby authorize Jakob Sullins to act as an authorized agent on behalf of Sullins Engineering, LLC and to execute, sign, and submit applications and related documents associated with the rezoning and special use applications for 3004 Candler Road, Hall County, Georgia.

Please contact our office if additional information is required.

Sincerely,

Matthew W. Sullins, P.E.
GA Registration No. 28445

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: 01/10/2025 14:22:32

BUSINESS INFORMATION	
BUSINESS NAME	: SULLINS ENGINEERING, LLC
CONTROL NUMBER	: 09074835
BUSINESS TYPE	: Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	: 2025, 2026, 2027

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: 1380 ivywood drive, Athens, GA, 30606, USA
REGISTERED AGENT NAME	: Sullins, Matthew William
REGISTERED OFFICE ADDRESS	: 5914 Nachoochee Trail, Flowery Branch, GA, 30542, USA
REGISTERED OFFICE COUNTY	: Hall

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 26 E ATHENS ST, WINDER, GA, 30680, USA
REGISTERED AGENT NAME	: Sullins, Matthew William
REGISTERED OFFICE ADDRESS	: 5914 Nachoochee Trail, Flowery Branch, GA, 30542, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: MATTHEW W. SULLINS
AUTHORIZER TITLE	: Registered Agent

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

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: Disclosure of Campaign Contributions:

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning 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:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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 OCGA 1981, § 36-67A-3, enacted by Ga L. 1986, page 1269, § 1; Ga L. 1991, page 1365, § 1; Ga L. 1993, page 91, § 36).

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 contribution(s), 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 Name Printed: Jakob Sullins (Sullins Engineering)

Applicant's/Owner's Signature: [signature] Date: 8/7/26

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
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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 contribution(s), 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 Name Printed: James Doran Shuler

Applicant's/Owner's Signature: James Doran Shuler Date: 8-11-26

Due to file sizes, materials for the following applications have been combined. See the highlighted agenda item for all materials related to the following applications:

- **3004 Candler Road** | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- **3004 Candler Road** | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 637/2026

SUBJECT: **3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 **| Proposed Use: 3-lot subdivision |** Commission District 1 **| Hudson Land Holdings, LLC, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request, as the proposed zoning is consistent with the surrounding residential neighborhood, with the following conditions:

1. The property shall be developed in accordance with the site plan received June 5, 2026, and as described in the project narrative dated August 5, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 | **Proposed Use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, 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
Deeds
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	Hudson Land Holdings, LLC
Request	(A) **Rezone** | from Agricultural Residential 1 (AR-1) to Residential 1 (R-1) (B) **Special Use** |for a minor subdivision
Proposed Use	3-lot subdivision
Size	2.672± acres
Zoning	**Current:** Agricultural Residential 1 (AR-1) **Proposed:** Residential 1 (R-1)
Location	**3710, 3716 & 3728 Jones Drive** | Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004
Commission District	One
Board of Commission Date	October 8, 2026
Staff Recommendation	(A) **Approval, with conditions,** as the proposed zoning is consistent with the surrounding residential neighborhood. (B) **Approval, with conditions,** as the proposed use is consistent with the surrounding residential neighborhood.
Record Number	(A) HZON26-0029 (B) HZCU26-0031

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

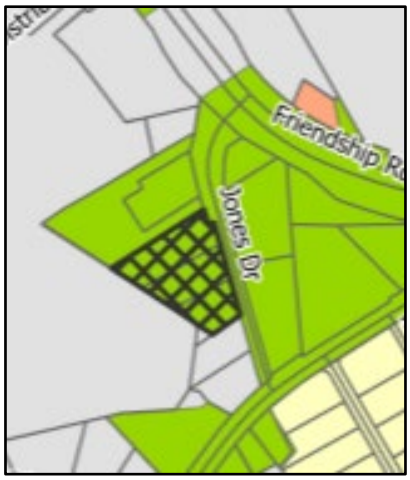
1. The property shall be developed in accordance with the site plan received June 5, 2026, and as described in the project narrative dated August 5, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

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

Summary Analysis

The applicant has submitted two concurrent requests on a 2.672± acre tract: (A) Rezone from Agricultural Residential 1 (AR-1) to Residential 1 (R-1); and (B) a Special Use to allow a 3-lot subdivision.



The parcels are collectively developed with a residence and outbuildings constructed in 1960 along with a mobile home.

Surrounding properties are zoned and developed as outlined below:

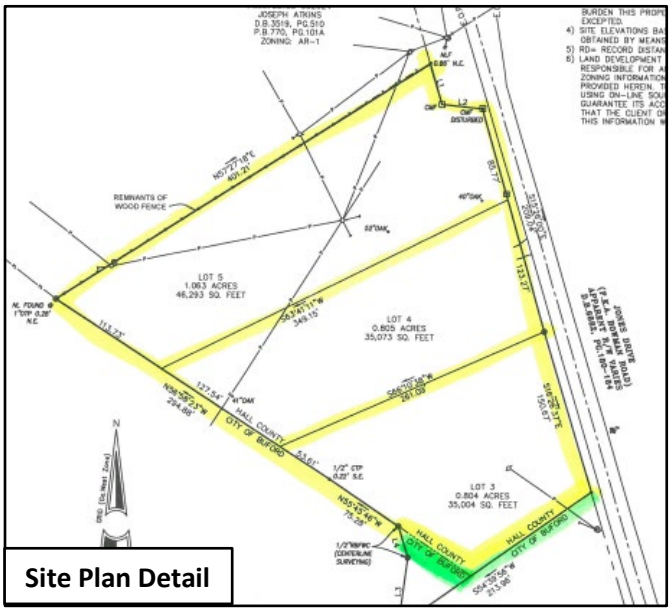
North: Agricultural Residential 1 (AR-1): single-family residences
East: Agricultural Residential 1 (AR-1): single-family residence
South: City of Buford, Single-Family (R-100): undeveloped
West: City of Buford Light Industrial (M-1): distribution center

The subject properties currently constitute one legal parcel, however, the three-parcel configuration shown on the GIS maps and site plan wase recently created by deed without County approval, for financing purposes. The requested rezoning and special use approval would allow the subdivision of the property by plat, thereby creating three legal parcels.

Per the narrative, the applicant proposes to subdivide the property into three lots and construct a new single-family residence on each. All existing structures would be demolished. The two parcels located to the south of the site, within Buford city limits, are also owned by the applicant and zoned for single-family residential development.

The site plans below show the location of existing structures on the property and the proposed lot lines. All lots meet the minimum lot size of 35,000 square feet (0.80± acres) for parcels served by septic, as well as, minimum road frontage of 50 feet for properties fronting a local road.

Site Plan



Site Plan Detail

Water service is currently provided by individual well, however, the City of Gainesville has confirmed, in an email from Nick Swafford, Permitting Services & GIS Manager, dated September 17, 2026, that public water is available. Sanitary sewer services will be provided by individual on-site septic systems.

Comprehensive Plan Analysis

Based on the future land use plan, staff finds the requested rezoning *is not consistent* with the Hall County Comprehensive Plan and the future land use designation of Business Nodes and Corridors within the South Hall Character Area. The intent of this land use designation is for new development along major road corridors and intersections to consist of higher-intensity commercial uses, and low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities.

Applicant Information: The applicant provides in their narrative that although the Future Land Use Map designates the area as Business Nodes & Corridors, where R-1 zoning is not listed as compatible, the requested rezoning should be evaluated in the context of the established development pattern. This is a well-established residential neighborhood adjacent to Cloudland Winery. Two parcels immediately south of the site, within Buford city limits, were recently rezoned to Single-Family (R-100) to allow single-family residential development. The applicant further notes that Jones Road is a local residential road, not improved for industrial traffic. Additionally, Jones Road was recently modified to allow right turn only movements onto Friendship Road. Given this context, the proposed R-1 zoning would not introduce an isolated residential use but would continue the existing residential character of the area.

(A)& (B) Zoning Analysis – Rezone and Special Use

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning and use are suitable in view of the use, development, and zoning of adjacent and nearby properties, as they represent a continuation of the existing residential character of the neighborhood.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning or use will adversely affect the existing use or usability of adjacent or nearby properties**.

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposal is not anticipated to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is not consistent with the "Business Nodes & Corridors" land use designation within the Comprehensive Plan, however, the proposal represents a continuation of the existing residential character of the neighborhood.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions**.

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance.**

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 a residence and outbuildings constructed in 1960 along with a mobile home.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The change in zoning would align the subject property with the zoning of adjacent parcels to the south, within Buford city limits.**

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; **There are other properties within the County that support Residential 1 (R-1) zoning based on the Future Land Use Map; however, the current development requires rezoning and special use 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 rezoning 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.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated September 2, 2026, the Hall County Environmental Health Department stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated August 31, 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 September 9, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
Further subdivision of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.

Traffic:
There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.

Utilities:
The property is in the Buford service district.

Hall County Fire Marshal
In a memorandum dated September 4, 2026, the Hall County Fire Marshal's Office stated, "The Hall County Fire Marshal's Office has no comment as proposed."

Hall County Building Inspections
In a memorandum dated September 4, 2026, Barry Shaw, Interim Development Services Director, stated, "Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections and reports by a state licensed asbestos inspector. Building Inspections 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
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

Hudson Land Holdings, LLC
6282 Mount Salem Circle
Flowery Branch, GA 30542

Phone [redacted]
Email Address cwood@hillwoodrealty.com

Property Owner (Name & Mailing Address)

Hudson Land Holdings, LLC
6282 Mount Salem Circle
Flowery Branch, GA30542

Phone [redacted]
Email Address cwood@hillwoodrealty.com

Proposed Use Rezone from AR-1 to R-1. Applicant would like to divide into 3 lots and build 3 new single-family residences.

Contact Person (Name & Mailing Address)

C. Jeffery Pruitt Jr., PC
4472 Commerce Drive
Buford GA 30518
Phone [redacted]
Email Address jeff@thepruittfirm.com

Status of Applicant

X Owner
__Option to Purchase
__Area Resident
__Other

Requested Action

Existing Zoning: AR-1
Rezone to: R-1
Fee:$ _____
Receipt #: _____
Check #: _____

Tax Parcel Number 08156 002004 Acreage 2.672 Acres
Location Address 3728 Jones Drive Buford GA 30519

I hereby certify that the above information and all attached information are true and correct.

Print Casey Wood Date: 8/5/26
Sign: _____ Date: 8/5/26

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: _____

OPERATING AGREEMENT
OF
HUDSON LAND HOLDINGS, LLC

This OPERATING AGREEMENT is made this 13th day of April, 2011, effective as of April 13, 2011, by the declaration of CASEY WOOD (the "Sole Member"), the sole member of **HUDSON LAND HOLDINGS, LLC** (hereinafter referred to as "The Company"). This writing is intended to be a written operating agreement as defined in Section 14-11-101(18) of the Official Code of Georgia Annotated (the "Georgia Limited Liability Company Act" or the "Act").

1. **PURPOSE**. The Sole Member has caused The Company to be organized as a Georgia limited liability company for the conduct of such lawful business as The Company may determine to pursue.

2. **DURATION**. The term of The Company shall continue from its formation in perpetuity, unless sooner terminated as hereinafter provided or as otherwise provided by law.

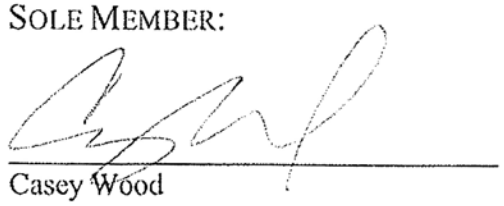
3. **MANAGEMENT**. The management of The Company shall, pursuant to **Section 14-11-304(b)** of the Act, be vested in the Sole Member. The Sole Member shall have the authority to bind The Company in all matters, and he shall have authority to execute any and all documents on behalf of The Company. The Sole Member shall have the authority exercisable, from time to time, by written declaration made by him to appoint and dismiss such officers of The Company as the Sole Member shall consider necessary or appropriate under the circumstances.

4. **CONTRIBUTIONS**. The initial and only required contributions to The Company shall be as follows:

The Sole Member	$100

5. **GOVERNING LAW**. This Operating Agreement is governed by the law of Georgia.

SOLE MEMBER:



Casey Wood

Control No: 11029759
Date Filed: 04/13/2011 10:30 PM
Brian P. Kemp
Secretary of State

April 13, 2011

ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY

The name of the Limited Liability Company is:
Hudson Land Holdings, LLC

The principal mailing address of the Limited Liability Company is:
721 Willow Glen Way
Suwanee, GA 30024

The Registered Agent is:
Casey Wood
721 Willow Glen Way
Suwanee, GA 30024
County: Gwinnett

The name and address of each organizer(s) are:
Casey Wood
721 Willow Glen Way
Suwanee, GA 30024

The optional provisions are:
No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):
Organizer, Casey Wood

Date:
April 13, 2011

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: _____ **Date:** 8/5/20

Applicant's/Owner's Name (Printed): Casey Wood

LETTER OF INTENT

August 5, 2026

The property is located at 3728 Jones Road Buford, GA 30519 and consists of 2.672 acres. It is currently zoned AR-1. Applicant is seeking to rezone it to R-1 and obtain a Special Use Permit for a 3 lot subdivision.

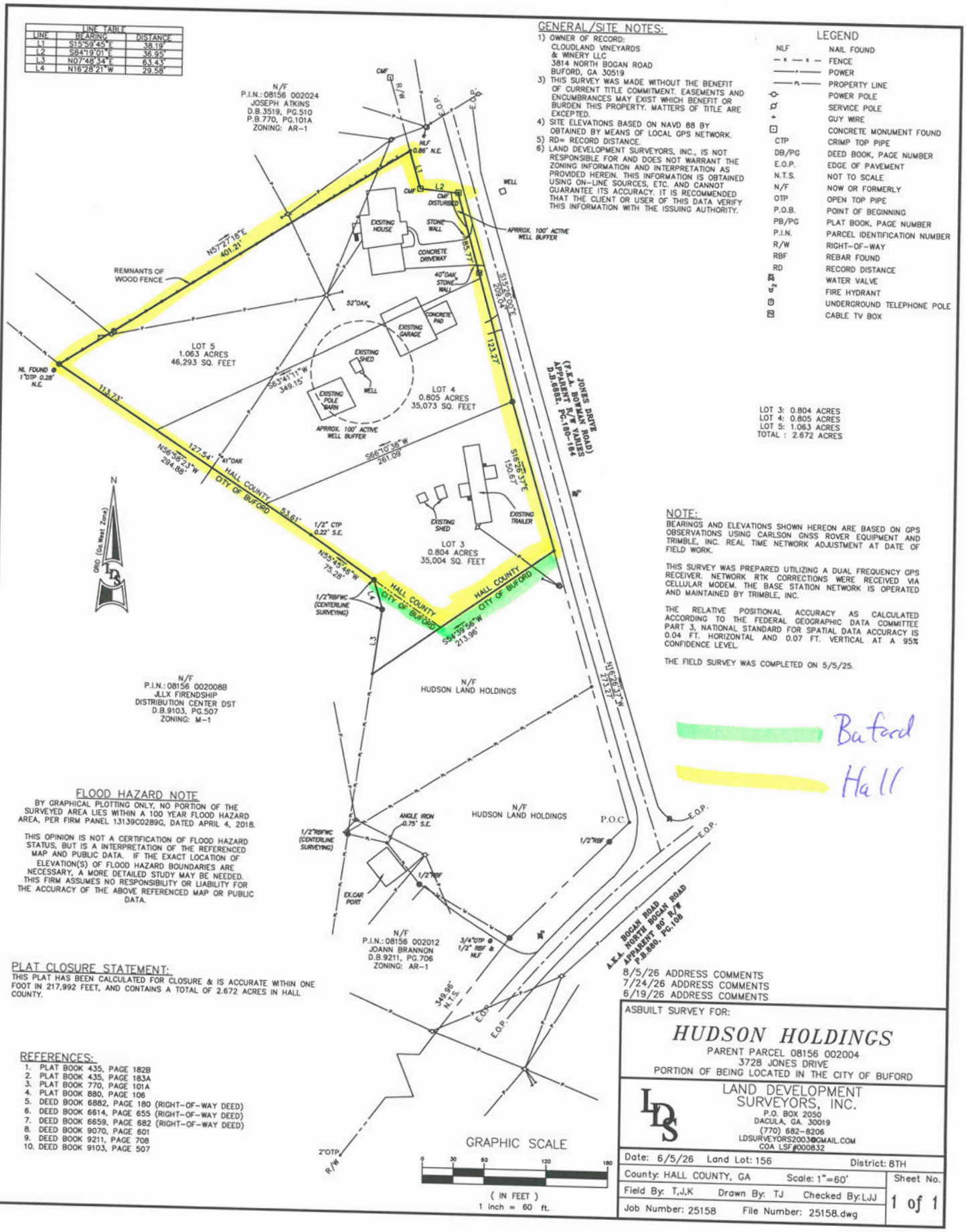
Applicant would like to subdivide the property into 3 Lots and build 3 new single-family residences on the Lots. All Lots would be over 35,000 square feet and be at least 100 feet wide. The property currently has as an existing house, garage, pole barn and mobile home/trailer. Applicant would like to demolish all current structures and start with a clean slate.

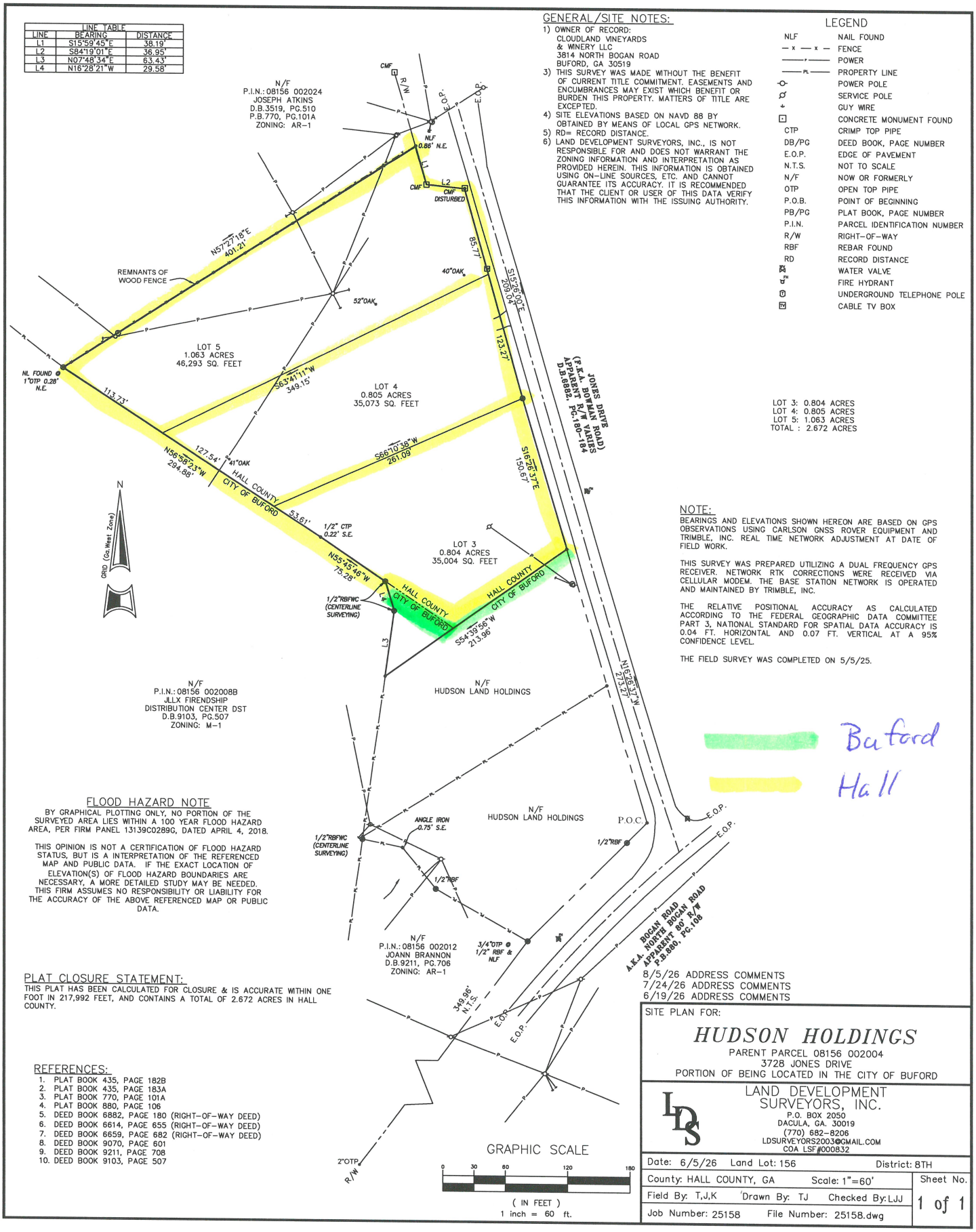
The current Hall County Comprehensive Plan and Future Land Use Map 2024 does depict this area as "Business Corridors"--business, nodes and corridors. However, this particular site is a well-established residential area that is across the street from Cloudland Winery. Additionally, Jones Road is a local residential road. It has not been improved for industrial traffic. In fact, it is the exact opposite. Jones Road was recently changed to a right turn only onto Friendship Road. Again, the majority of the surrounding property is residential. The only piece of Industrial property currently is the parcel of land behind Applicant's property. The neighboring property owners would be opposed to commercial/industrial uses.

Additionally, the Applicant owns the adjoining/neighboring 1.453 acre tract of land that is located in the City of Buford. The City of Buford rezoned the portion of the Tract that is located in The City of Buford from Industrial to R-100. Applicant recently annexed .384 acres into the City of Buford from Hall County with no objections. This .384 acre piece was also rezoned from AR1 to R-100 by the City of Buford. The property was combined and divided into 2 residential lots. The City of Buford did not want to make this Tract into Industrial property.

This project would be similar to the recent subdivides done in Hall County in the last few years. Again, Applicant envisions 3 new single-family residences that will enhance this parcel along with the adjacent and nearby property. Applicant does not envision the typical and standard single-family homes. The homes will fit into styles of the homes in the surrounding area. This project will strengthen the economic viability of this portion of South Hall County and contribute to increased property values throughout this portion of South Hall County. Again, this proposed project falls within this vision and enables the County to achieve the desired look and feel that it is striving to achieve within this residential pocket.

The Applicant and its representative welcomes the opportunity to meet with the Hall County Planning and Zoning Department and Hall County Commissioners to answer any questions or to address any concerns. Applicant respectfully requests your approval of this Application.


LINE TABLE
LINE | BEARING | DISTANCE
L1 | S15°59'45"E | 38.19'
L2 | S84°19'01"E | 36.95'
L3 | N07°48'34"E | 63.43'
L4 | N16°28'21"W | 29.58'
GENERAL/SITE NOTES:
1) OWNER OF RECORD: CLOUDLAND VINEYARDS & WINERY LLC 3814 NORTH BOGAN ROAD BUFORD, GA 30519
3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
5) RD= RECORD DISTANCE.
6) LAND DEVELOPMENT SURVEYORS, INC., IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.
LEGEND
NLF NAIL FOUND
FENCE
POWER
PROPERTY LINE
POWER POLE
SERVICE POLE
GUY WIRE
CONCRETE MONUMENT FOUND
CTP CRIMP TOP PIPE
DB/PG DEED BOOK, PAGE NUMBER
E.O.P. EDGE OF PAVEMENT
N.T.S. NOT TO SCALE
N/F NOW OR FORMERLY
OTP OPEN TOP PIPE
P.O.B. POINT OF BEGINNING
PB/PG PLAT BOOK, PAGE NUMBER
P.I.N. PARCEL IDENTIFICATION NUMBER
R/W RIGHT-OF-WAY
RBF REBAR FOUND
RD RECORD DISTANCE
WATER VALVE
FIRE HYDRANT
UNDERGROUND TELEPHONE POLE
CABLE TV BOX
N/F P.I.N.: 08156 002024 JOSEPH ATKINS D.B.3519, PG.510 P.B.770, PG.101A ZONING: AR-1
REMNANTS OF WOOD FENCE
N57°27'18"E 401.21'
NL FOUND 1"OTP 0.28' N.E.
113.73'
LOT 5 1.063 ACRES 46,293 SQ. FEET
S63°41'11"W 349.15'
LOT 4 0.805 ACRES 35,073 SQ. FEET
EXISTING HOUSE
STONE WALL
CONCRETE DRIVEWAY
185.77'
40"OAK
52"OAK
EXISTING GARAGE
CONCRETE PAD
EXISTING SHED
EXISTING POLE BARN
WELL
APPROX. 100' ACTIVE WELL BUFFER
APPROX. 100' ACTIVE WELL BUFFER
S15°26'00"E 209.04'
123.27'
JONES DRIVE (F.K.A. BOWMAN ROAD) APPARENT R/W VARIES D.B.6882, PG.180-184
S15°26'37"E 150.67'
EXISTING SHED
EXISTING TRAILER
LOT 3 0.804 ACRES 35,004 SQ. FEET
S66°10'38"W 261.09
N56°58'23"W 294.88'
127.54'
41"OAK
HALL COUNTY
CITY OF BUFORD
53.61'
1/2" CTP 0.22' S.E.
N55°45'46"W 75.28'
1/2"RBF/WC (CENTERLINE SURVEYING)
L4
L3
HALL COUNTY
CITY OF BUFORD
HALL COUNTY
CITY OF BUFORD
S34°39'56"W 213.96'
N16°26'27"W 273.27'
N/F P.I.N.: 08156 002008B JLLX FIRENDSHIP DISTRIBUTION CENTER DST D.B.9103, PG.507 ZONING: M-1
N/F HUDSON LAND HOLDINGS
GRID (Ga West Zone)
LOT 3: 0.804 ACRES
LOT 4: 0.805 ACRES
LOT 5: 1.063 ACRES
TOTAL : 2.672 ACRES
NOTE:
BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON GNSS ROVER EQUIPMENT AND TRIMBLE, INC. REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.
THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER. NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY TRIMBLE, INC.
THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.
THE FIELD SURVEY WAS COMPLETED ON 5/5/25.
Buford
Hall
FLOOD HAZARD NOTE
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA, PER FIRM PANEL 13139C0289G, DATED APRIL 4, 2018.
THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.
N/F HUDSON LAND HOLDINGS
ANGLE IRON 0.75' S.E.
1/2"RBF/WC (CENTERLINE SURVEYING)
1/2"RBF
P.O.C.
E.O.P.
E.O.P.
1/2"RBF
EX.CAR PORT
N/F P.I.N.: 08156 002012 JOANN BRANNON D.B.9211, PG.706 ZONING: AR-1
3/4"OTP @ 1/2" RBF & NLF
BOGAN ROAD A.K.A. NORTH BOGAN ROAD APPARENT 80' R/W D.B.880, PG.108
349.96' N.T.S.
E.O.P.
E.O.P.
2"OTP
R/W
PLAT CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 217,992 FEET, AND CONTAINS A TOTAL OF 2.672 ACRES IN HALL COUNTY.
REFERENCES:
1. PLAT BOOK 435, PAGE 182B
2. PLAT BOOK 435, PAGE 183A
3. PLAT BOOK 770, PAGE 101A
4. PLAT BOOK 880, PAGE 106
5. DEED BOOK 6882, PAGE 180 (RIGHT-OF-WAY DEED)
6. DEED BOOK 6614, PAGE 655 (RIGHT-OF-WAY DEED)
7. DEED BOOK 6659, PAGE 682 (RIGHT-OF-WAY DEED)
8. DEED BOOK 9070, PAGE 601
9. DEED BOOK 9211, PAGE 708
10. DEED BOOK 9103, PAGE 507
GRAPHIC SCALE
0 30 60 120 180
(IN FEET)
1 inch = 60 ft.
8/5/26 ADDRESS COMMENTS
7/24/26 ADDRESS COMMENTS
6/19/26 ADDRESS COMMENTS
ASBUILT SURVEY FOR:
HUDSON HOLDINGS
PARENT PARCEL 08156 002004
3728 JONES DRIVE
PORTION OF BEING LOCATED IN THE CITY OF BUFORD
LAND DEVELOPMENT SURVEYORS, INC.
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEYORS2003@GMAIL.COM
COA LSF#000832
Date: 6/5/26 Land Lot: 156 District: 8TH
County: HALL COUNTY, GA Scale: 1"=60'
Field By: T,J,K Drawn By: TJ Checked By: LJJ
Job Number: 25158 File Number: 25158.dwg
Sheet No. 1 of 1



GENERAL/SITE NOTES:

1) OWNER OF RECORD:
CLOUDLAND VINEYARDS
& WINERY LLC
3814 NORTH BOGAN ROAD
BUFORD, GA 30519
3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
5) RD= RECORD DISTANCE.
6) LAND DEVELOPMENT SURVEYORS, INC., IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

LEGEND

NLF	NAIL FOUND
— x — x —	FENCE
——,——	POWER
——PL——	PROPERTY LINE
	POWER POLE
	SERVICE POLE
	GUY WIRE
	CONCRETE MONUMENT FOUND
CTP	CRIMP TOP PIPE
DB/PG	DEED BOOK, PAGE NUMBER
E.O.P.	EDGE OF PAVEMENT
N.T.S.	NOT TO SCALE
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
P.O.B.	POINT OF BEGINNING
PB/PG	PLAT BOOK, PAGE NUMBER
P.I.N.	PARCEL IDENTIFICATION NUMBER
R/W	RIGHT-OF-WAY
RBF	REBAR FOUND
RD	RECORD DISTANCE
	WATER VALVE
	FIRE HYDRANT
	UNDERGROUND TELEPHONE POLE
	CABLE TV BOX

LOT 3: 0.804 ACRES
LOT 4: 0.805 ACRES
LOT 5: 1.063 ACRES
TOTAL : 2.672 ACRES

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON GNSS ROVER EQUIPMENT AND TRIMBLE, INC. REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER. NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY TRIMBLE, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 5/5/25.

Buford

Hall

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA, PER FIRM PANEL 13139C0289G, DATED APRIL 4, 2018.

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PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 217,992 FEET, AND CONTAINS A TOTAL OF 2.672 ACRES IN HALL COUNTY.

REFERENCES:

1. PLAT BOOK 435, PAGE 182B
2. PLAT BOOK 435, PAGE 183A
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7. DEED BOOK 6659, PAGE 682 (RIGHT-OF-WAY DEED)
8. DEED BOOK 9070, PAGE 601
9. DEED BOOK 9211, PAGE 708
10. DEED BOOK 9103, PAGE 507

8/5/26 ADDRESS COMMENTS
7/24/26 ADDRESS COMMENTS
6/19/26 ADDRESS COMMENTS

SITE PLAN FOR:

HUDSON HOLDINGS

PARENT PARCEL 08156 002004
3728 JONES DRIVE
PORTION OF BEING LOCATED IN THE CITY OF BUFORD

LAND DEVELOPMENT SURVEYORS, INC.
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEYORS2003@GMAIL.COM
COA LSF#000832

Date: 6/5/26 Land Lot: 156 District: 8TH
County: HALL COUNTY, GA Scale: 1"=60'
Field By: T,J,K Drawn By: TJ Checked By: LJJ
Job Number: 25158 File Number: 25158.dwg
Sheet No. 1 of 1

NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0150 B EFFECTIVE DATE: NOVEMBER 2, 1983.

EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

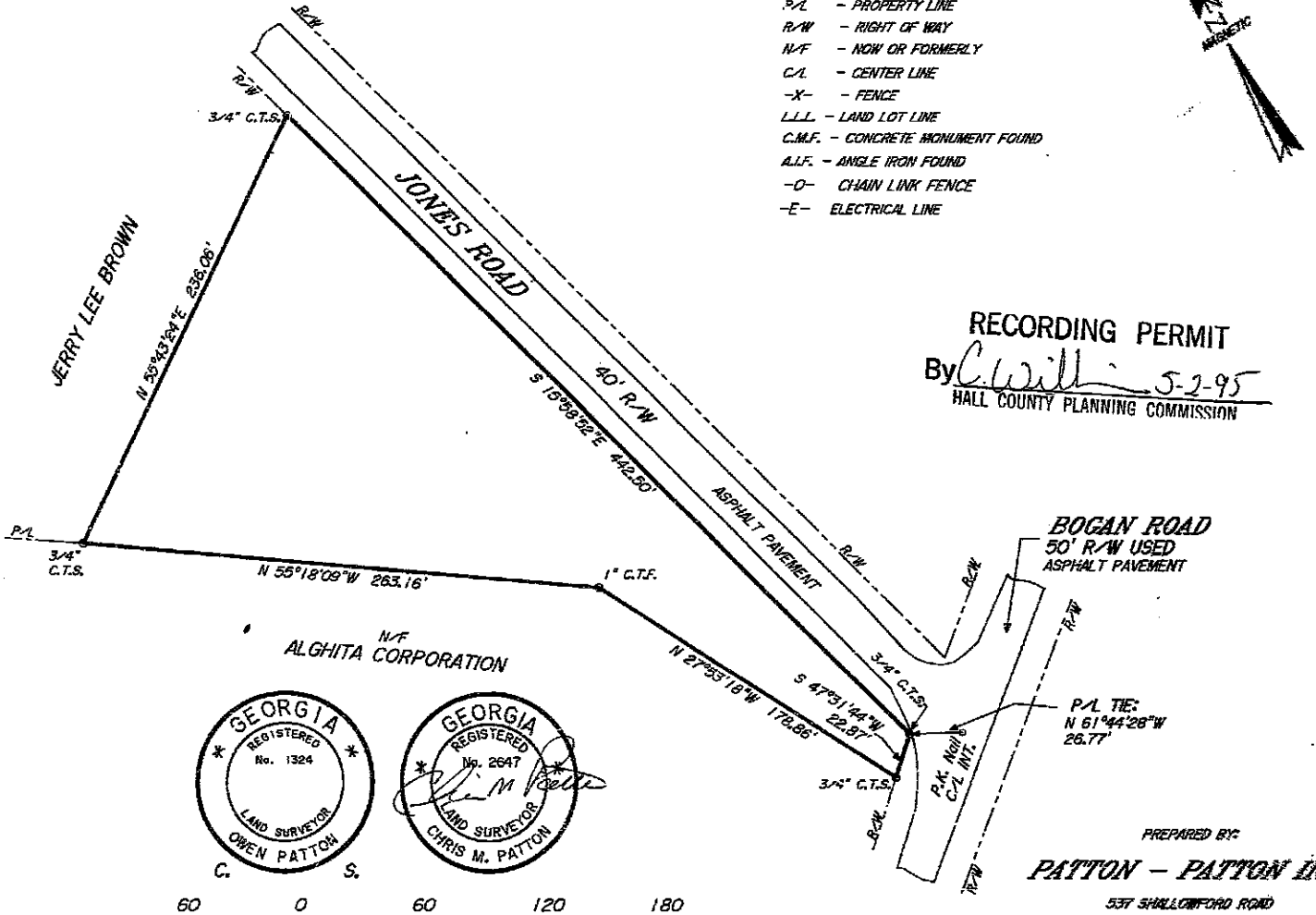
AREA: 1.00 ACRES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 240,698 FEET.

THIS PLAT IS SUBJECT TO ALL EASEMENTS NOT SHOWN HEREON.

Georgia, Hall County. Clerk Superior Court
Filed in office this 2 of May
1995 at _____ in Slide 435
Page 183A
Dwight D. Wood Clerk

LEGEND:
I.P.F. - IRON PIN FOUND
C.T.F. - CRIMPED TOP PIN FOUND
C.T.S. - CRIMPED TOP PIN SET
P/L - PROPERTY LINE
R/W - RIGHT OF WAY
N/F - NOW OR FORMERLY
C/L - CENTER LINE
-X- - FENCE
L.L.L. - LAND LOT LINE
C.M.F. - CONCRETE MONUMENT FOUND
A.I.F. - ANGLE IRON FOUND
-O- CHAIN LINK FENCE
-E- ELECTRICAL LINE



RECORDING PERMIT
By C. Will 5-2-95
HALL COUNTY PLANNING COMMISSION

GEORGIA REGISTERED No. 1324 LAND SURVEYOR OWEN PATTON

GEORGIA REGISTERED No. 2647 LAND SURVEYOR CHRIS M. PATTON

SURVEY FOR:
JERRY LEE BROWN

LOCATED IN:
LAND LOT - 156, 8th LAND DISTRICT
HALL COUNTY, GEORGIA

SCALE: 1" = 60' DATE: 4 - 14 - 1995

JN. 95 - 252 "2"

PREPARED BY:
PATTON - PATTON INC.
537 SHALLOWFORD ROAD
GAINESVILLE, GEORGIA
404-532-6492

NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0150 B EFFECTIVE DATE: NOVEMBER 2, 1983.

EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303.

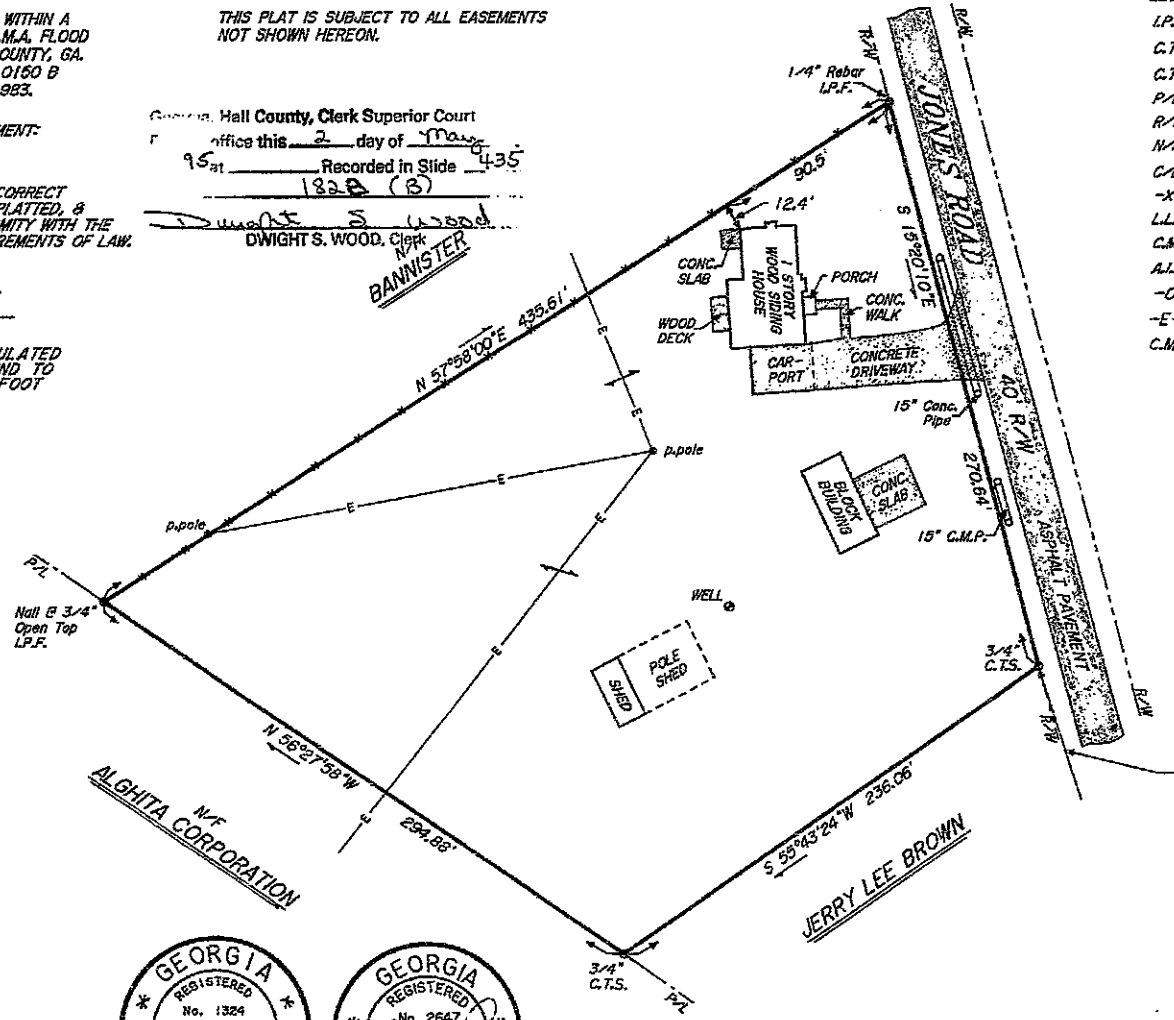
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

AREA: 2.04 ACRES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 286,880.0 FEET.

THIS PLAT IS SUBJECT TO ALL EASEMENTS NOT SHOWN HEREON.

Georgia, Hall County, Clerk Superior Court
Filed in office this 2 day of May
1995 at 435 Recorded in Slide 182B (B)
Dwight S. Wood
DWIGHT S. WOOD, Clerk



LEGEND:
- L.P.F. - IRON PIN FOUND
- C.T.F. - CRIMPED TOP PIN FOUND
- C.T.S. - CRIMPED TOP PIN SET
- P/L - PROPERTY LINE
- R/W - RIGHT OF WAY
- N/F - NOW OR FORMERLY
- C/L - CENTER LINE
- -X- - FENCE
- L.L.L. - LAND LOT LINE
- C.M.F. - CONCRETE MONUMENT FOUND
- A.I.F. - ANGLE IRON FOUND
- -O- CHAIN LINK FENCE
- -E- ELECTRICAL LINE
- C.M.P. - CORRUGATED METAL PIPE

N MAGNETIC

RECORDING PERMIT
By C. Williams 5-2-95
HALL COUNTY PLANNING COMMISSION

P/L TIE:
N 18°21'46"W 461.58'
FROM A P.K. NAIL IN C/L INTERSECTION'S OF JONES ROAD AND BOGAN ROAD.

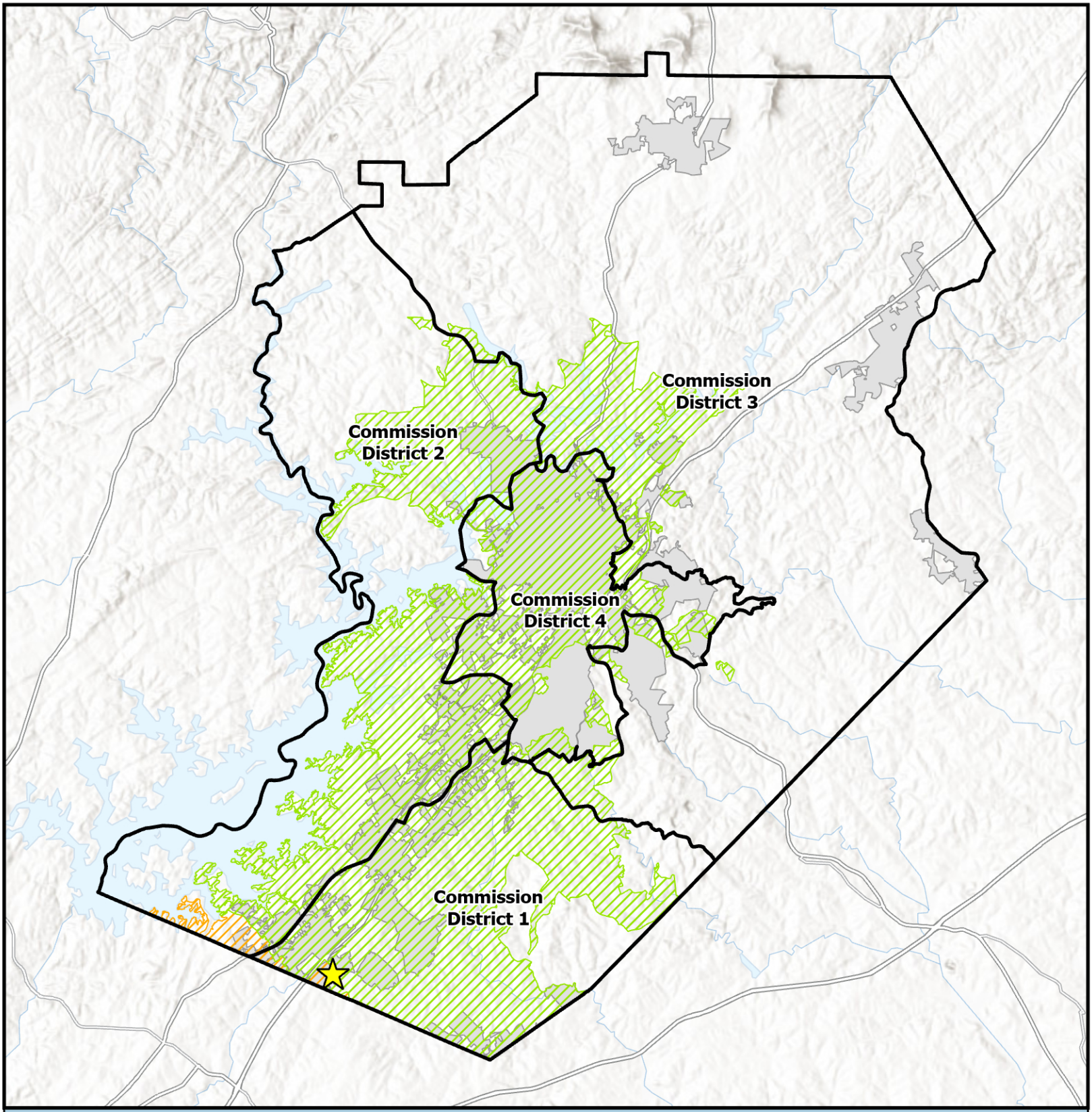
60 0 60 120 180
GRAPHIC SCALE - FEET

PREPARED BY:
PATTON - PATTON INC.
537 SHALLOWFORD ROAD
GAINESVILLE, GEORGIA
404-532-6492

GEORGIA REGISTERED No. 1324 LAND SURVEYOR OWEN PATTON C. S.

GEORGIA REGISTERED No. 2647 LAND SURVEYOR CHRIS M. PATTON

SURVEY FOR:
JERRY LEE BROWN
LOCATED IN:
LAND LOT - 156, 8th LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1" = 60' DATE: 4 - 14 - 1995
JN. 95 - 252



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

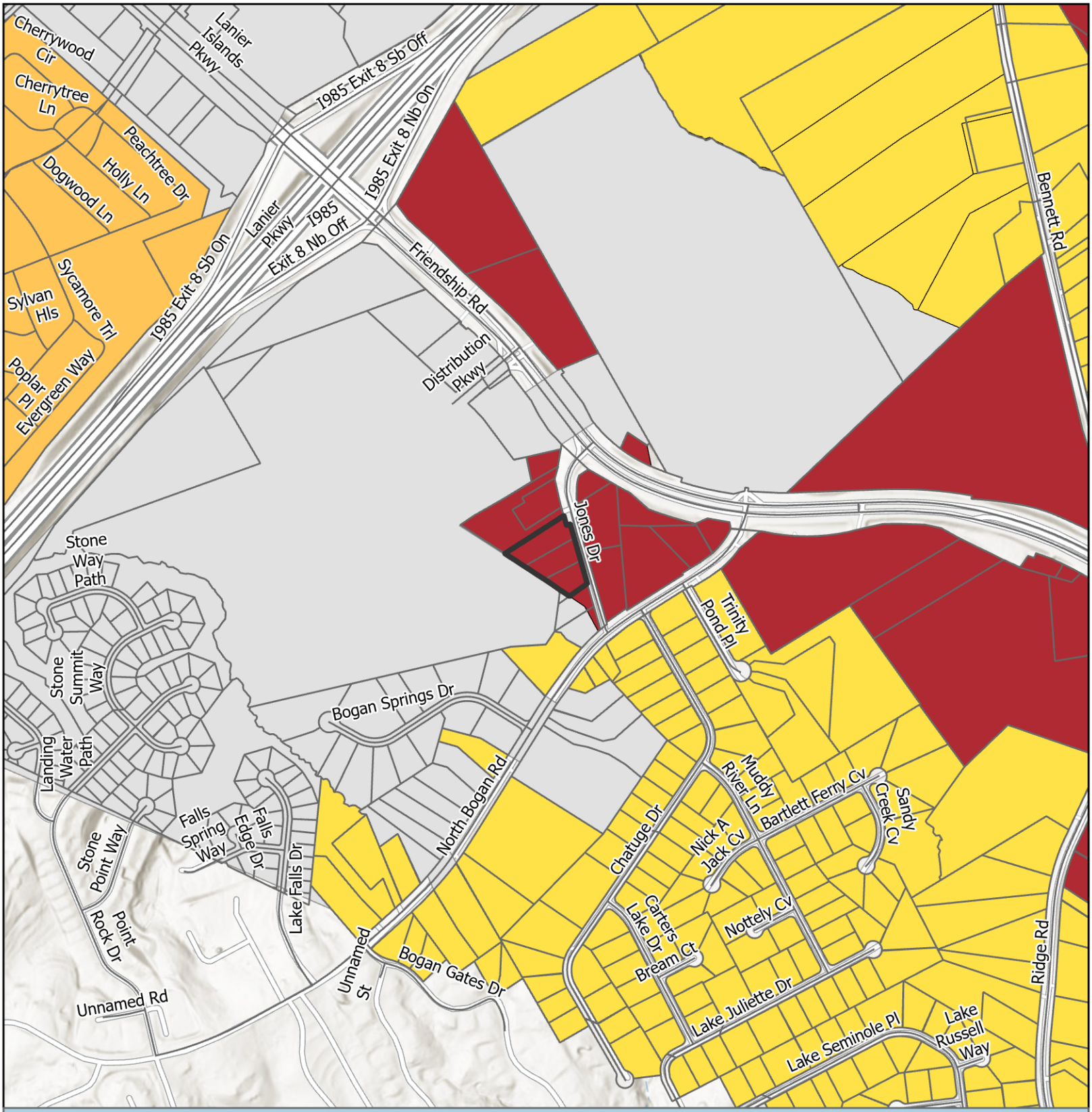
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Hudson Land Holdings, LLC
Tax Parcel #: 08156 002004, 08156 002004C, & 08156 002004B (pt)
Location: 3710, 3716 & 3728 Jones Drive
Commission District: 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Future Land Use Map

Subject Area
City Limits

FLU
- Business Corridors
- Suburban Neighborhood, Low-Density
- Suburban Neighborhood, Medium-Density

Applicant: Hudson Land Holdings, LLC
Tax Parcel #: 08156 002004, 08156 002004C, & 08156 002004B (pt)
Location: 3710, 3716 & 3728 Jones Drive
Commission District: 1

HALL COUNTY
GEORGIA
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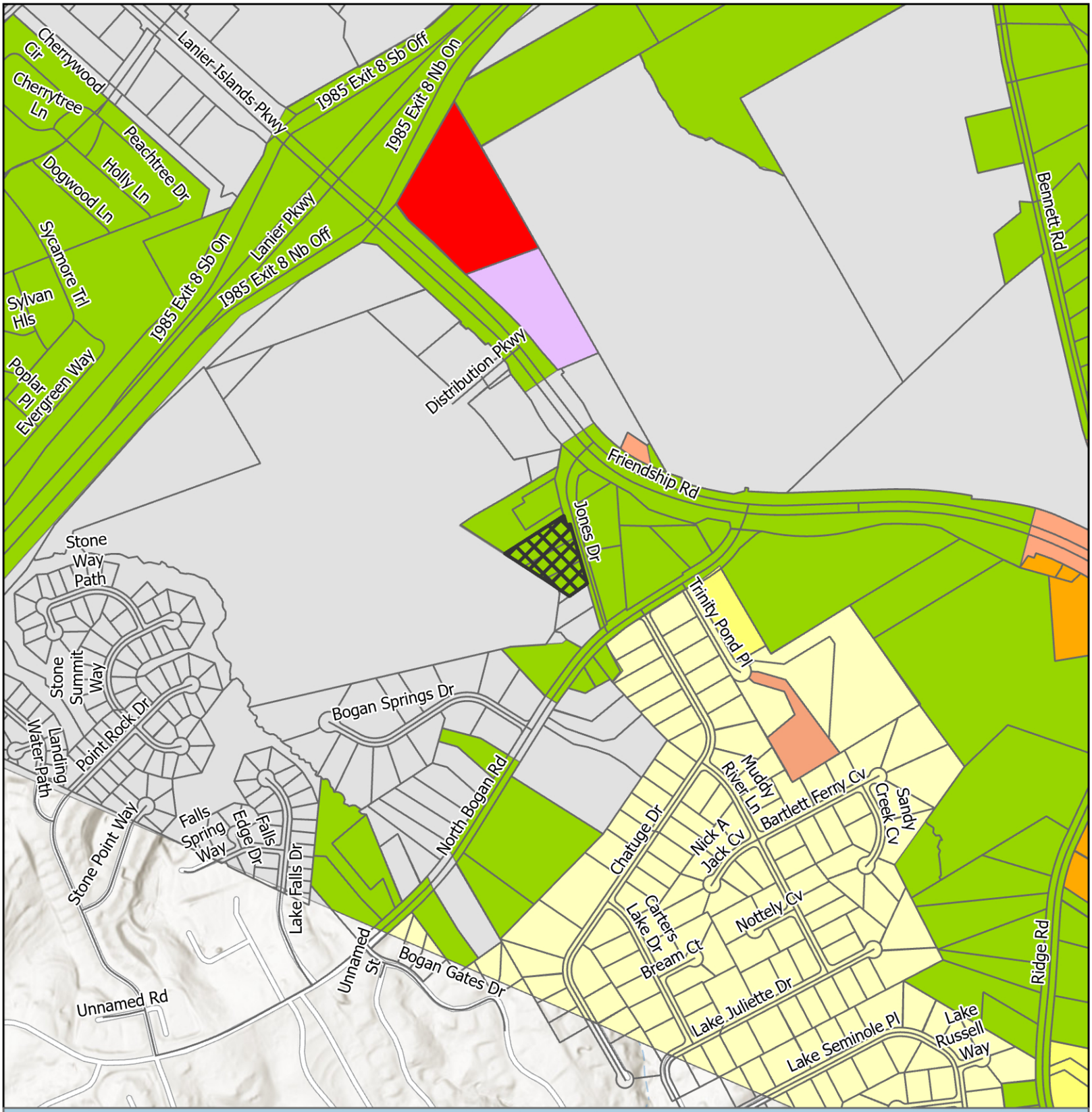
Date Prepared: 9/8/2026



Zoning Map

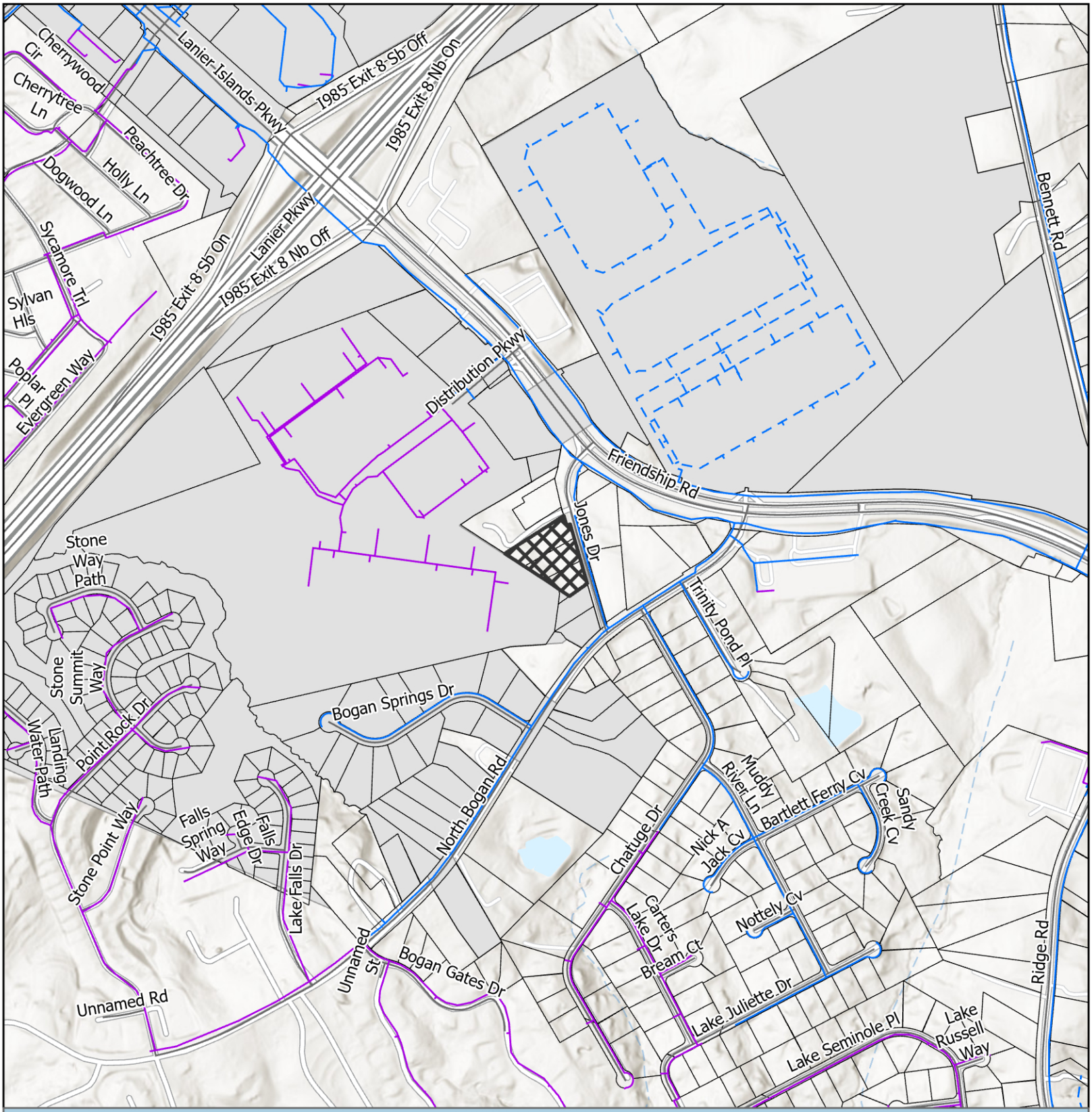
Subject Area
City Limits

Zoning
AR-1
H-B
I-1
PCD
POD
PRD
R-1
S-S

Applicant: Hudson Land Holdings, LLC
Tax Parcel #: 08156 002004, 08156 002004C, & 08156 002004B (pt)
Location: 3710, 3716 & 3728 Jones Drive
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



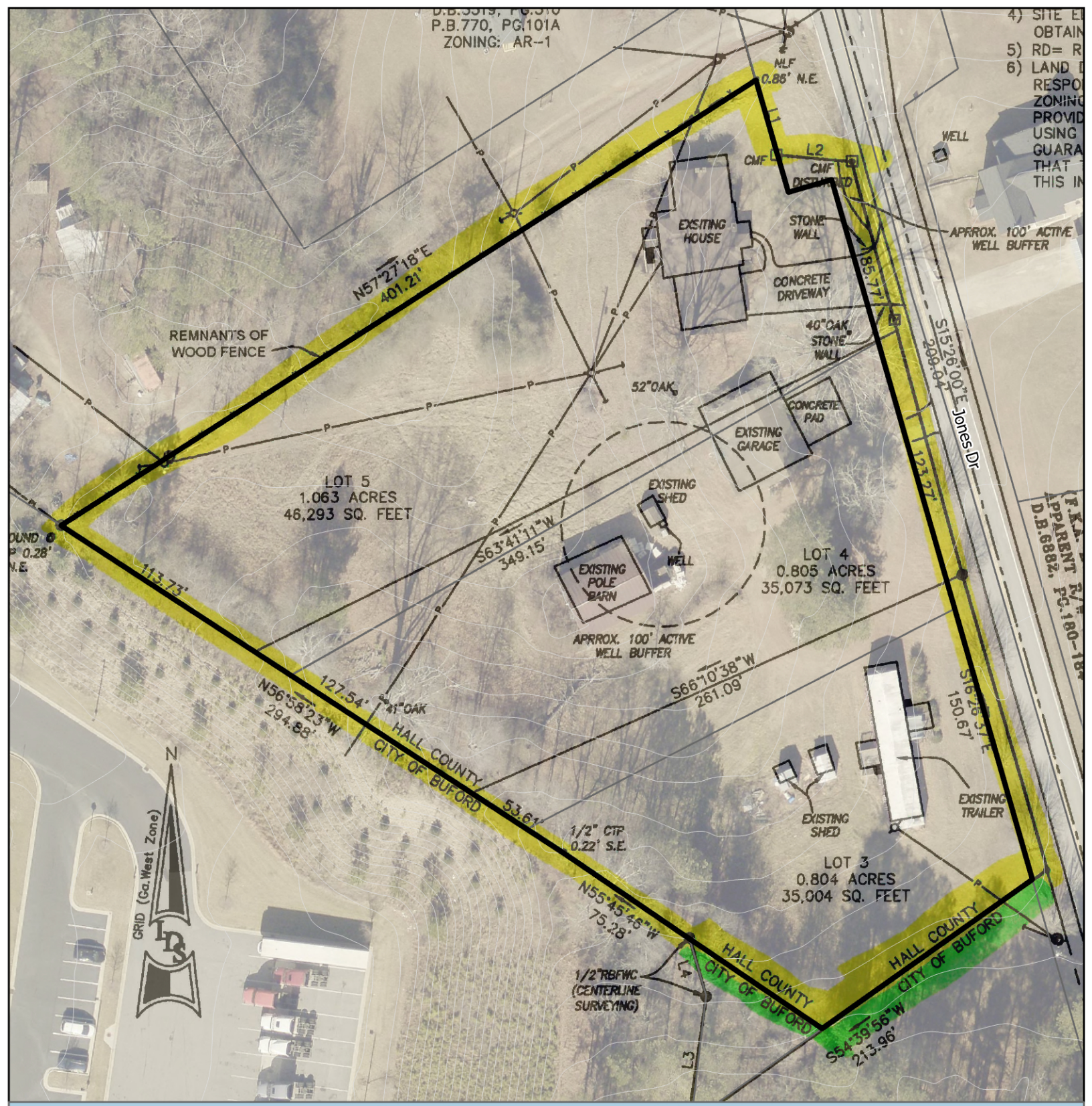
Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: Hudson Land Holdings, LLC
Tax Parcel #: 08156 002004, 08156 002004C, &
08156 002004B (pt)
Location: 3710, 3716 & 3728 Jones Drive
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Site Plan & Aerial Map

Subject Area

parcel

Applicant: Hudson Land Holdings, LLC
Tax Parcel #: 08156 002004, 08156 002004C, & 08156 002004B (pt)
Location: 3710, 3716 & 3728 Jones Drive
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

eFiled and eRecorded
DATE: 04/22/2026
TIME: 12:25 PM
DEED BOOK: 9842
PAGE: 66 - 68
FILING FEES: $25.00
TRANSFER TAX: $375.00
PT61: 069-2026-002677
RECORDED BY: CH
CLERK: Mark Pettitt
Hall County, GA

Return Recorded Document to:
Stewart Melvin & Frost, LLP
4474B Commerce Drive,
Buford, GA 30518

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

File #: 69054001

This Indenture made this **26th** day of **March, 2026** between **CLOUDLAND VINEYARDS AND WINERY, LLC**, as party or parties of the first part, hereinafter called Grantor, and **HUDSON LAND HOLDINGS, LLC**, 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).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A"

This Deed is given subject to all easements and restrictions of record, if any.

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, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

CLOUDLAND VINEYARDS AND WINERY, LLC

By: _____(Seal)
Sean P. Wilborn, Member

By: _____(Seal)
Robyn J. Wilborn, Member

Sworn to and subscribed before me
this **26th** day of **March, 2026.**

Notary Public
(SEAL)
My Commission Expires:

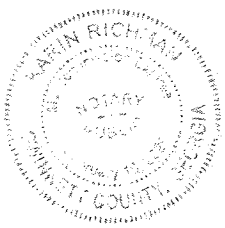


EXHIBIT "A"

LOT 3 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A POINT FORMED BY THE RIGHT-OF-WAY INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES) AND THE NORTHERLY RIGHT-OF-WAY OF BOGAN ROAD (APPARENT 80' RIGHT-OF-WAY); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES), NORTH 16 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 273.28 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT THUS ESTABLISHED AND LEAVING SAID RIGHT-OF-WAY, SOUTH 54 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 213.96 FEET TO AN IRON PIN SET; THENCE NORTH 7 DEGREES 48 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 63.43 FEET TO A ½" REBAR FOUND WITH A CAP (CENTERLINE SURVEYING); THENCE NORTH 16 DEGREES 28 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 29.58 FEET TO A ½" REBAR FOUND WITH A CAP (CENTERLINE SURVEYING); THENCE NORTH 55 DEGREES 45 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 75.28 FEET TO A ½" CRIMP TOP PIPE; THENCE NORTH 56 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 20.45 FEET TO AN IRON PIN SET; THENCE NORTH 62 DEGREES 46 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 241.65 FEET TO AN IRON PIN SET ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES, SOUTH 16 DEGREES 26 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 137.14 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.684 ACRES/29,775 SQUARE FEET. INCLUDING ALL EASEMENTS WITHIN.

AND

LOT 4 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A POINT FORMED BY THE RIGHT-OF-WAY INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES) AND THE NORTHERLY RIGHT-OF-WAY OF BOGAN ROAD (APPARENT 80' RIGHT-OF-WAY); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES), NORTH 16 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 410.42 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT THUS ESTABLISHED AND LEAVING SAID RIGHT-OF-WAY, SOUTH 62 DEGREES 46 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 241.65 FEET TO AN IRON PIN SET; THENCE NORTH 56 DEGREES 58 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 138.44 FEET TO AN IRON PIN SET; THENCE NORTH 60 DEGREES 26 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 338.34 FEET TO AN IRON PIN SET ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES), SOUTH 15 DEGREES 26 MINUTES 00 SECONDS EAST FOR A

DISTANCE OF 123.27 FEET TO A POINT; THENCE SOUTH 16 DEGREES 26 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 13.52 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.849 ACRES/39,961 SQUARE FEET. INCLUDING ALL EASEMENTS WITHIN.

AND

LOT 5 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A POINT FORMED BY THE RIGHT-OF-WAY INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES) AND THE NORTHERLY RIGHT-OF-WAY OF BOGAN ROAD (APPARENT 80' RIGHT-OF-WAY); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES), NORTH 16 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 423.94 FEET TO A POINT; THENCE NORTH 15 DEGREES 26 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 123.27 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT THUS ESTABLISHED AND LEAVING SAID RIGHT-OF-WAY, SOUTH 60 DEGREES 26 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 338.34 FEET TO AN IRON PIN SET; THENCE NORTH 56 DEGREES 58 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 135.99 FEET TO AN IRON PIN SET; THENCE NORTH 57 DEGREES 27 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 401.21 FEET TO AN IRON PIN SET; THENCE SOUTH 15 DEGREES 59 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 38.19 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 84 DEGREES 19 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 36.95 FEET TO A CONCRETE MONUMENT FOUND ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES); THENCE FOLLOWING ALONG THE EASTERLY RIGHT-OF-WAY OF JONES DRIVE (APPARENT RIGHT-OF-WAY VARIES), SOUTH 15 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 85.77 FEET TO A POINT, SAID POINT IS THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 1.400 ACRES/49,635 SQUARE FEET. INCLUDING ALL EASEMENTS WITHIN.

PARENT PARCELS: 08156 002004 & 08156 002193

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=90442395&key1=9842&key2=66&county=69&countyname=HALL&userid=153383&appid=4 1/1

LAND DESCRIPTION
OVERALL

All that tract or parcel of land lying and being in Land Lot 156 of the 8th Land District, Hall County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning, begin at a Point formed by the Right-of-Way intersection of the Easterly Right-of-Way of Jones Drive (apparent Right-of-Way varies) and the Northerly Right-of-Way of Bogan Road (apparent 80' Right-of-Way); THENCE North 16 degrees 26 minutes 37 seconds West for a distance of 273.27 to a Point, said Point is the True Point of Beginning;

THENCE from said Point thus established and leaving said Right-of-Way, South 54 degrees 39 minutes 56 seconds West for a distance of 213.96 feet to a Point; THENCE North 07 degrees 48 minutes 34 seconds East for a distance of 63.43 feet to a ½" rebar with Centerline Surveying cap; THENCE North 16 degrees 28 minutes 21 seconds West for a distance of 29.58 feet to a ½" rebar with Centerline Surveying cap; THENCE North 55 degrees 45 minutes 46 seconds West for a distance of 75.28 feet to a Point; THENCE North 56 degrees 58 minutes 23 seconds West for a distance of 294.88 feet to a Nail Found; THENCE North 57 degrees 27 minutes 18 seconds East for a distance of 401.21 feet to a Point along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies); THENCE following along said Right-of-Way for the next four (4) calls and distances, South 15 degrees 59 minutes 45 seconds East for a distance of 38.19 feet to a Concrete Monument Found; THENCE South 84 degrees 19 minutes 01 seconds East for a distance of 36.95 feet to a Concrete Monument Found; THENCE South 15 degrees 26 minutes 00 seconds East for a distance of 209.04 feet to a Point; THENCE South 16 degrees 26 minutes 37 seconds East for a distance of 150.67 feet to a Point, said Point is the True Point of Beginning.

Said property contains 2.672 Acres.
Including all easements within.

LAND DESCRIPTION
LOT 4

All that tract or parcel of land lying and being in Land Lot 156 of the 8th Land District, Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, begin at a point formed by the Right-of-Way intersection of the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies) and the Northerly Right-of-Way of Bogan Road (apparent 80' Right-of-Way); THENCE leaving said Point and following along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies), North 16 degrees 26 minutes 37 seconds West for a distance of 423.94 feet to a Point, said Point is the True Point of Beginning.

THENCE from said Point thus established and leaving said Right-of-Way, South 66 degrees 10 minutes 38 seconds West for a distance of 261.09 feet to a Point; THENCE North 56 degrees 58 minutes 23 seconds West for a distance of 127.54 feet to a Point; THENCE North 63 degrees 41 minutes 11 seconds East for a distance of 349.15 feet to a Point along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies); THENCE following along said Right-of-Way, South 15 degrees 26 minutes 00 seconds East for a distance of 123.27 feet to a Point; said Point is the True Point of Beginning.

Said property contains 0.805 acres.
Including all easements within.

LAND DESCRIPTION
LOT 3

All that tract or parcel of land lying and being in Land Lot 156 of the 8th Land District, Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, begin at a point formed by the Right-of-Way intersection of the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies) and the Northerly Right-of-Way of Bogan Road (apparent 80' Right-of-Way); THENCE leaving said Point and following along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies), North 16 degrees 26 minutes 347 seconds West for a distance of 273.27 feet to a Point, said Point is the True Point of Beginning.

THENCE from said Point thus established and leaving said Right-of-Way, South 54 degrees 39 minutes 56 seconds West for a distance of 213.96 feet to a Point; THENCE North 07 degrees 48 minutes 34 seconds West for a distance of 63.43 feet to a ½" Rebar Found With Centerline Surveying Cap; THENCE North 16 degrees 28 minutes 21 seconds West for a distance of 29.58 feet to a ½" Rebar Found With Centerline Surveying Cap; THENCE North 55 degrees 45 minutes 46 seconds West for a distance of 75.28 feet to a Point; THENCE North 56 degrees 58 minutes 23 seconds West for a distance of 53.61 feet to a Point; THENCE North 66 degrees 10 minutes 38 seconds East for a distance of 261.09 feet to a Point along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies); THENCE following along said Right-of-Way, South 16 degrees 26 minutes 37 seconds East for a distance of 150.67 feet to a Point, said Point is the True Point of Beginning.

Said property contains 0.804 acres.
Including all easements within.

LAND DESCRIPTION
LOT 5

All that tract or parcel of land lying and being in Land Lot 156 of the 8th Land District, Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, begin at a point formed by the Right-of-Way intersection of the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies) and the Northerly Right-of-Way of Bogan Road (apparent 80' Right-of-Way); THENCE leaving said Point and following along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies), North 16 degrees 26 minutes 347 seconds West for a distance of 423.94 feet to a Point; THENCE North 15 degrees 26 minutes 00 seconds West for a distance of 123.27 feet to a Point, said Point is the True Point of Beginning.

THENCE from said Point thus established and leaving said Right-of-Way, South 63 degrees 41 minutes 11 seconds West for a distance of 349.15 feet to a Point; THENCE North 56 degrees 58 minutes 23 seconds West for a distance of 113.73 feet to a Nail Found; THENCE North 57 degrees 27 minutes 18 seconds East for a distance of 401.21 feet to a Point along the Westerly Right-of-Way of Jones Drive (apparent Right-of-Way varies); THENCE following along said Right-of-way for the next three (3) calls and distances, South 15 degrees 59 minutes 45 seconds East for a distance of 38.19 feet to a Concrete Monument Found; THENCE South 84 degrees 19 minutes 01 seconds East for a distance of 36.95 feet to a Concrete Monument Found; THENCE South 15 degrees 26 minutes 00 seconds East for a distance of 85.77 feet to a Point, said Point is the True Point of Beginning.

Said property contains 1.063 acres.
Including all easements within.

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: September 2, 2026

Subject: October 8, 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.

* 5218 Hopewell Church Road, Barrett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 1322 Ralson Street, Felix: No comment. Public Sewer.

* 102 Near Way, Ochoa: Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Boday Art Establishment. Please note that BOC approval does not imply approval from other county departments.

* 3710/3716/3728 Jones Drive, Hudson Land Holdings: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 3004 Candler Road, Sullins Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Lynn Taylor (Planning)

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Monday, August 31, 2026 10:05 AM
To: Kaitlyn Elliott (Planning); Lynn Taylor (Planning)
Cc: Liliana Cortez (Planning)
Subject: RE: Tentative Planning & Zoning items for October 8, 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 Kaitlyn,

Please see the below responses from our office in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Sent: Friday, August 28, 2026 3:27 PM
Subject: Tentative Planning & Zoning items for October 8, 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 afternoon,

The Tentative Planning Items for the **October 8, 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.

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, September 9, 2026.**

Please email all comments to both as Kaitlyn is out of office:

• Lynn – ltaylor@hallcounty.org

• Kaitlyn – kelliott@hallcounty.org

Please use the links below.

- **5218 Hopewell Church Road** | **Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

Off-system. No impacts expected to the State Highway System.

- **(A) 1322 Ralston Street** | **Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 102 Near Way** | **Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way** | **Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

On System, coordination required for consideration of commercial driveway access.

Thank you,

Liliana Cortez
Planning technician

Hall County Planning and Zoning
Desk: 770-297-2695
Office: 770-531-6809
2875 Browns Bridge Road, Gainesville GA 30504
Web: https://www.hallcounty.org/150/Planning-Zoning
Email: lcortez@hallcounty.org

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.

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: September 9, 2026

Subject: October 8, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 8, 2026, meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.
  - **Utilities:** Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic concerns with the proposed ADU and the setback variances.
- **Utilities:** This property is in the Gainesville service district.

- **(A) 102 Near Way | Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - **Traffic:** There are no traffic concerns with the proposed rezoning and special use request.
  - **Utilities:** This property is in the Gainesville service district.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.
  - **Utilities:** This property is in the Buford service district.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

- **Traffic:** A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.
- **Utilities:** Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

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

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: 9/4/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/8/2026
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 10/8/26 meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- (A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 3710, 3716 & 3728 Jones Drive | Special Use** | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 3004 Candler Road** | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 3004 Candler Road** | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, 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 Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

INTERIM DEVELOPMENT SERVICES DIRECTOR
Barry Shaw

INTERIM CHIEF BUILDING OFFICIAL
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Barry Shaw, Interim Director of Development Services

Date: September 4, 2026

Subject: October 8, 2026

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

- No comment.

(A) 1322 Ralston Street | Special Use | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
(B) 1322 Ralston Street | Variance to Section 5.3 | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- No comment.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
(B) 102 Near Way | Special Use | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

- No comment.

(A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

(B) 3710, 3716 & 3728 Jones Drive | Special Use | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

- Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections an reports by a state licensed asbestos inspector. Building Inspections has no further comments.

(A) 3004 Candler Road | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
(B) 3004 Candler Road | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

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 September 10, 2026 **AND NO LATER THAN** September 16, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 16, 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, CASEY WOOD (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9/10/2026 (Date) **for** HUDSON LAND HOLDINGS (Name application filed as).

Signature _____
(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: HUDSON LAND HOLDINGS, LLC
REQUEST: REZONE FROM AR-1 TO R-1 & SPECIAL USE FOR A 3-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 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: HUDSON LAND HOLDINGS, LLC
REQUEST: REZONE FROM AR-1 TO R-1 & SPECIAL USE FOR A 3-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
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APPLICANT: HUDSON LAND HOLDINGS, LLC
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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 (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 638/2026

SUBJECT: **3710, 3716 & 3728 Jones Drive | Special Use** | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 **| Proposed Use: 3-lot subdivision |** Commission District 1 **| Hudson Land Holdings, LLC, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request , as the proposed use is consistent with the surrounding residential neighborhood, with the following conditions:

1. The property shall be developed in accordance with the site plan received June 5, 2026, and as described in the project narrative dated August 5, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

3710, 3716 & 3728 Jones Drive | Special Use | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 | **Proposed Use: 3-lot subdivision |** Commission District 1 | **Hudson Land Holdings, LLC, 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:

Application
See Rezone for all application items

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Hudson Land Holdings, LLC
6282 Mount Salem Circle
Flowery Branch, GA 30542
Phone [redacted]
Email Address cwood@hillwoodrealty.com

Property Owner (Name & Mailing Address)

Hudson Land Holdings, LLC
6282 Mount Salem Circle
Flowery Branch GA 30542
Phone [redacted]
Email Address cwood@hillwoodrealty.com

Proposed Use Rezone from AR-1 to R-1. Applicant would like to divide into 3 lots and build 3 new single-family residences.

Contact Person (Name & Mailing Address)

C. Jeffery Pruitt Jr., PC
4472 Commerce Drive
Buford GA, 30518
Phone [redacted]
Email Address [redacted]

Status of Applicant

X Owner
__ Option to Purchase
__ Area Resident
__ Other

Requested Action

Type of Request:
X SU __ CUP
Fee:$ _____
Receipt #: _____
Check #: _____

Zoning AR-1 to R-1

Tax Parcel Number 08156 002004 Acreage 2.672 Acres
Location Address 3728 Jones Dr Flowery Branch GA 30519

I hereby certify that the above information and all attached information are true and correct.

Print Casey Wood Date 8/5/26
Sign [signature] Date: 8/5/26

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: _____

OPERATING AGREEMENT
OF
HUDSON LAND HOLDINGS, LLC

This OPERATING AGREEMENT is made this 13th day of April, 2011, effective as of April 13, 2011, by the declaration of CASEY WOOD (the "Sole Member"), the sole member of **HUDSON LAND HOLDINGS, LLC** (hereinafter referred to as "The Company"). This writing is intended to be a written operating agreement as defined in Section 14-11-101(18) of the Official Code of Georgia Annotated (the "Georgia Limited Liability Company Act" or the "Act").

1. **PURPOSE**. The Sole Member has caused The Company to be organized as a Georgia limited liability company for the conduct of such lawful business as The Company may determine to pursue.

2. **DURATION**. The term of The Company shall continue from its formation in perpetuity, unless sooner terminated as hereinafter provided or as otherwise provided by law.

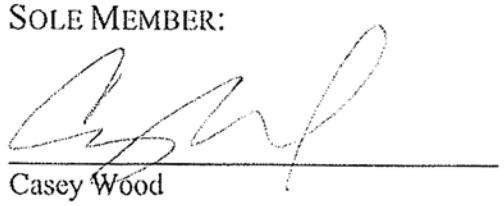
3. **MANAGEMENT**. The management of The Company shall, pursuant to **Section 14-11-304(b)** of the Act, be vested in the Sole Member. The Sole Member shall have the authority to bind The Company in all matters, and he shall have authority to execute any and all documents on behalf of The Company. The Sole Member shall have the authority exercisable, from time to time, by written declaration made by him to appoint and dismiss such officers of The Company as the Sole Member shall consider necessary or appropriate under the circumstances.

4. **CONTRIBUTIONS**. The initial and only required contributions to The Company shall be as follows:

The Sole Member	$100

5. **GOVERNING LAW**. This Operating Agreement is governed by the law of Georgia.

SOLE MEMBER:



Casey Wood

Control No: 11029759
Date Filed: 04/13/2011 10:30 PM
Brian P. Kemp
Secretary of State

April 13, 2011

ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY

The name of the Limited Liability Company is:
Hudson Land Holdings, LLC

The principal mailing address of the Limited Liability Company is:
721 Willow Glen Way
Suwanee, GA 30024

The Registered Agent is:
Casey Wood
721 Willow Glen Way
Suwanee, GA 30024
County: Gwinnett

The name and address of each organizer(s) are:
Casey Wood
721 Willow Glen Way
Suwanee, GA 30024

The optional provisions are:
No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):
Organizer, Casey Wood

Date:
April 13, 2011

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 8/5/20

Applicant's/Owner's Name (Printed): Casey Wood

Due to file sizes, materials for the following applications have been combined. See the highlighted agenda item for all materials related to the following applications:

- **3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 | **Proposed Use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

- **3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 420 feet south of its intersection with Friendship Road | Zoned AR-1; Tax Parcels 08156 002004B (pt), 08156 002004C, 08156 002004 | **Proposed Use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 633/2026

SUBJECT: **1322 Ralston Street | Conditional Use |** to expand a non-conforming use | on a 0.147± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 **| Proposed Use: Accessory dwelling unit |** Commission District 4 **| Sergio Felix, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request with the following conditions, as hardship exists pursuant to criteria of 11.3.3:

1. The property shall be developed in accordance with the site plan dated June 29, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

1322 Ralston Street | Conditional Use | to expand a non-conforming use | on a 0.147± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, 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
Rendering
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Sergio Felix

Request ..... (A) Conditional Use | to expand a non-conforming use
(B) Variance |to reduce the minimum yards

Proposed Use ..... (A) Accessory dwelling unit
(B) Accessory dwelling unit & to bring an existing single-family residence into compliance

Size ..... 0.147± acres

Zoning ..... Highway Business (H-B)

Location ..... **1322 Ralston Street** | Tax Parcel 00126 006013

Commission District ..... Four

Commission Date ..... October 8, 2026

Staff Recommendation ..... (A) **Approval with conditions**, as hardship exists pursuant to criteria of 11.3.3; and
(B) **Approval with conditions,** as hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number ..... (A) HZCU26-0030
(B) HVAR26-0039

(A) and (B) 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 June 29, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.

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

Summary Analysis

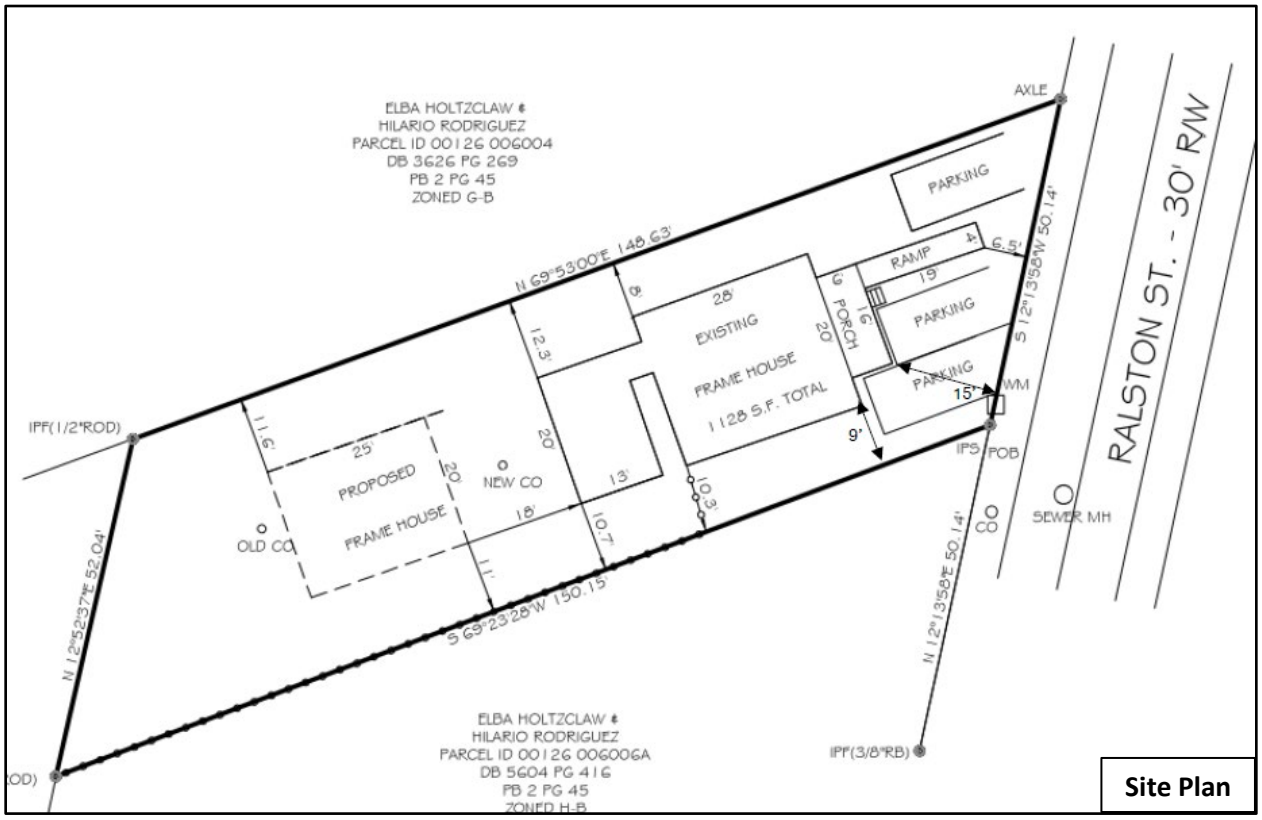
The applicant is requesting approval to expand an existing non-conforming residential use on a tract measuring approximately 0.147± acres within the Highway Business (H-B) zoning district. The proposed expansion would allow the conversion and enlargement of an existing storage shed into an accessory dwelling unit (ADU). A concurrent variance request from Section 5.3 is requested to recognize the non-conforming setbacks of the existing single-family residence and allow encroachment of the proposed ADU into the side yard setbacks.

According to Tax Assessor records, the property is developed with a 1,041 square-foot single-family residence constructed in 1945.

The surrounding properties are zoned and developed as outlined below:

- North: City of Gainesville General Business (G-B): single-family residence
- East: Residential 1 (R-1): single-family residences
- South: Highway Business (H-B): single family residence
- West: City of Gainesville General Business (G-B): commercial development

The property is zoned Highway Business (H-B) which is the original zoning from the establishment of the County's zoning map in 1978. UDC Section 11.3.2, Continuation of Nonconforming Use or Structure, states that any structure or use of land existing at the



Site Plan

time of enactment or subsequent amendment of the resolution codified in this UDC, but not in conformity with its use regulations and provisions, may be continued with certain limitations. UDC Section 11.3.3, Continuation of Nonconforming Use or Structure Due to Hardship, states the Commission may grant the change, reestablishment or enlargement of a nonconforming use or the enlargement, rebuilding, alteration, repair or replacement of a nonconforming structure subject to meeting six (6) findings outlined in this report.

The Highway Business (H-B) zoning district requires a front yard setback of 30 feet, side yard setback of 20 feet, and rear yard setback of 10 feet. Per the site plan, the applicant proposes a 20-foot by 25-foot site-built accessory dwelling unit (ADU) to be located behind the existing residence. The chart below outlines the structure's distance from porpety lines in relation to required setbacks per Table 5.3.1.

Setbacks Required		**SFR Setbacks**	**ADU Setbacks**
Front:	30 feet	15 feet (SFR) 6.5 feet (ramp)	Complies
Right Side:	20 feet	8 feet	11.6 feet
Left Side:	20 feet	9 feet	11 feet
Rear:	10 feet	Complies	Complies

Per the Statement of Hardship, the applicant states that the because of the property's configuration and location of existing structures, the only feasible direction for expanding the shed into an ADU is toward the rear of the lot.

The property is served by City of Gainesville water and sewer.

Five (5) **variances** related to front and side yard setbacks will be required if the site plan, as presented, is approved.

- Front yard setback requirement of 30 feet from the property line as found in Table 5.3.1 for the Highway Business (H-B) zoning district.
  - A front yard setback of 15 feet for the existing single-family residence and 6.5 feet for the handicap ramp.
- Side yard setback requirement of 20 feet from the property line as found in Table 5.3.1 for the Highway Business (H-B) zoning district.
  - A side yard setback of 8 feet from the right side property line for the single-family residence
- Side yard setback requirement of 20 feet from the property line as found in Table 5.3.1 for the Highway Business (H-B) zoning district.
  - A side yard setback of 9 feet from the left side property line for the single-family residence.
- Side yard setback requirement of 20 feet from the side yard property line as found in Table 5.3.1 for the Highway Business (H-B) zoning district.
  - A side yard setback of 11.6 feet from the right side property line for the expansion of the shed for conversion to an ADU.
- Side yard setback requirement of 20 feet from the side yard property line as found in Table 5.3.1 for the Highway Business (H-B) zoning district.
  - A side yard setback of 11 feet from the left side property line for the expansion of the shed for conversion to an ADU.

(A) <u>Zoning Analysis</u> – Conditional Use – UDC Section 11.3.3. Continuation of Nonconforming Use or Structure Due to Hardship

The Commission may grant the change, re-establishment or enlargement of a nonconforming use or the enlargement, rebuilding, alteration, repair or replacement of a nonconforming structure upon the following findings:

1. The change, re-establishment, enlargement, rebuilding, alteration, repair or replacement would be no more detrimental to the surrounding area than the existing or previous use. **The proposed enlargement of the existing shed for conversion into an accessory dwelling unit (ADU) is not anticipated to create impacts greater than those associated with the existing residential use. The expansion remains residential in nature and is unlikely to generate adverse effects on the surrounding area.**

2. The structure cannot economically be modified to be suitable for uses permitted in the district. **The applicant has not indicated any feasible means of converting the existing residential improvements to a use permitted within the Highway Business (H-B) district. Instead, the request seeks to continue and modestly expand the long-standing residential use, which reflects the historical development pattern of the property and neighborhood.**

3. The structure would have to be removed to permit development of the property for conforming uses. **Staff cannot determine that the existing structures could be reasonably adapted to support a conforming commercial use under the current zoning. It is likely that redevelopment for a permitted H-B use would necessitate significant work to the structures or removal of the existing residential improvements.**

4. The structure has such value that removal to permit development of conforming uses would cause economic hardship to the owner. **The owner purchased the property in May of 2026 for residential purposes. Requiring demolition of the existing structures to allow commercial redevelopment would impose a significant economic hardship, given the owner's investment and the intended residential use of the property.**

5. The proposed change, re-establishment, enlargement, rebuilding, alteration, repair or replacement would not cause substantial detriment to the public good or impair the purposes and intent of this UDC. **Although the residential use does not conform to the H-B zoning district, the proposed ADU expansion is not expected to negatively affect the public good or undermine the intent of the Unified Development Code. The use remains low-intensity and compatible with the established character of the immediate area.**

6. The requirements of this UDC for rezoning would prevent the current zoning from being changed to a classification that would allow the proposed change, re-establishment, enlargement, rebuilding, alteration, repair or replacement. **The property's current Highway Business (H-B) zoning does not permit residential uses by right. Based on the Comprehensive Plan future land use designation of Business Nodes and Corridor, rezoning to a residential district would not align with the planned commercial character of the corridor. As such, the UDC's rezoning requirements effectively prevent the property from being reclassified in a manner that would allow the proposed residential expansion.**

(B) Zoning Analysis – Variance – UDC Section 11.1.1.D.11

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 1945, predating modern land-use regulations. This condition creates 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 the establishment of zoning with a setback matching the established pattern along Ralston Street, strict application of current setback requirements would impose an unusual hardship. The structure was 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; **While there are several nearby homes along Ralston Street, the property's age, original development pattern, and the specific placement of the residence on the lot create conditions that are unique to this parcel and not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner**; The residence was constructed in 1945 long before the current owner acquired the property in May 2026. The existing setbacks and structural placement are therefore not attributable to any action taken by the current owner. While the addition of an ADU is a direct action of the property owner, the side setbacks comply with the 10-foot residential setback requirements of the Residential 1 (R-1) zoning district.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, would not 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 September 2, 2026, the Hall County Environmental Health Department provided the following comment: "No comment. Public sewer."

Georgia Department of Transportation

In an email dated August 31, 2026, Christopher Hash, 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 September 9, 2026, Jorge Gomez, Director of Public Works and Utilities provided the following comments:

Engineering:
No Comment

Traffic:
There are no traffic concerns with the proposed ADU and the setback variances.

Utilities:
This property is in the Gainesville service district.

Hall County Fire Marshal
In a memorandum dated September 4, 2026, the Hall County Fire Marshal's Office stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Building Inspections
In a memorandum dated September 4, 2026, Barry Shaw, Interim Director of Development Services, stated, "No Comment."

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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HALL COUNTY
GEORGIA
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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

SERGIO FELIX
5230 Balus Creek Dr
Gainesville GA, 30504

Phone [redacted]

Email Address [redacted]

Property Owner (Name & Mailing Address)

Same

Phone

Email Address

Proposed Use To continue the single-family dwelling use and request an expansion of this nonconforming use to include an Accessory Dwelling Unit (ADU),

Contact Person (Name & Mailing Address)

SERGIO FELIX
5230 Balus Creek Dr
Gainesville GA, 30504

Phone [redacted]

Email Address [redacted]

Status of Applicant

- ✓ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action

Type of Request:
☐ SU ☑ CUP

Fee:$

Receipt #:

Check #:

Zoning:

Acreage

Tax Parcel Number 00126 006013

Location Address 1322 Ralston St Gainesville, GA 30501-6425

I hereby certify that the above information and all attached information are true and correct.

Print Sergio Felix Date: 8-6-26

Sign Sergio Felix Date: 8-6-26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

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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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: Sergio Felix **Date:** 8-6-26

Applicant's/Owner's Name (Printed): Sergio Felix

Request for Expansion of a Lawful Nonconforming Residential Use and Variance Approval for an Accessory Dwelling Unit (ADU)

Date:
August 4, 2026

Property Address:
1322 Ralston Street
Gainesville, GA 30501

Existing Zoning: H-B (Highway Business)

Dear Members of the Hall County Board of Commissioners,

I respectfully request approval to expand the existing nonconforming use of my property located at 1322 Ralston Street, Gainesville, Georgia 30501, to include the construction of an Accessory Dwelling Unit (ADU). I also respectfully request the approval of any necessary variance(s) associated with the proposed ADU, including relief related to the property's existing lot size and any applicable dimensional requirements under the Hall County Unified Development Code.

The property contains a single-family residence built in 1945, prior to the current zoning regulations, and it has continued as a lawful nonconforming residential use within the H-B (Highway Business) zoning district. The property's lot size does not meet the minimum requirements for any residential zoning district, making rezoning impractical and leaving expansion of the existing nonconforming residential use as the most reasonable and appropriate option. These conditions are unique to the property and were not created by the current property owner.

The purpose of this request is to preserve and significantly improve this property while enhancing its appearance and long-term value. I am committed to making substantial renovations, including the installation of new siding, energy-efficient windows, a new roof, central heating and air conditioning, and other necessary improvements to modernize the home while maintaining its character.

In addition to renovating the existing residence, I am proposing to construct an ADU using materials and architectural elements that complement the primary home. The ADU will be designed to blend seamlessly with the property and enhance its overall appearance. I am committed to completing this project in compliance with all applicable building, safety, and permitting requirements established by Hall County.

Approving the requested expansion of the lawful nonconforming residential use and the associated variance will allow continued investment in a long-established residential

property without altering its residential character or creating adverse impacts on neighboring properties. The project will eliminate deferred maintenance, improve the property's appearance, and contribute to the continued revitalization of the neighborhood. It will not increase traffic, create excessive noise, or otherwise be detrimental to the public health, safety, or welfare. Instead, it will preserve an aging home, enhance surrounding property values, and support responsible redevelopment consistent with the intent of the Unified Development Code.

Thank you for your time and consideration of this request. I respectfully request your favorable consideration and approval of both the expansion of the property's lawful nonconforming residential use and the requested variance(s) necessary to construct the proposed Accessory Dwelling Unit. I appreciate your commitment to supporting responsible property improvements that strengthen our community while preserving the character of established neighborhoods.

Sincerely,

Sergio Felix

THIS BLOCK IS RESERVED FOR
CLERK OF THE SUPERIOR COURT.

SURVEY NOTES

UTILITIES SHOWN ARE LOCATIONS OF GROUND IDENTIFIABLE ITEMS. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,639 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE COMPASS RULE.

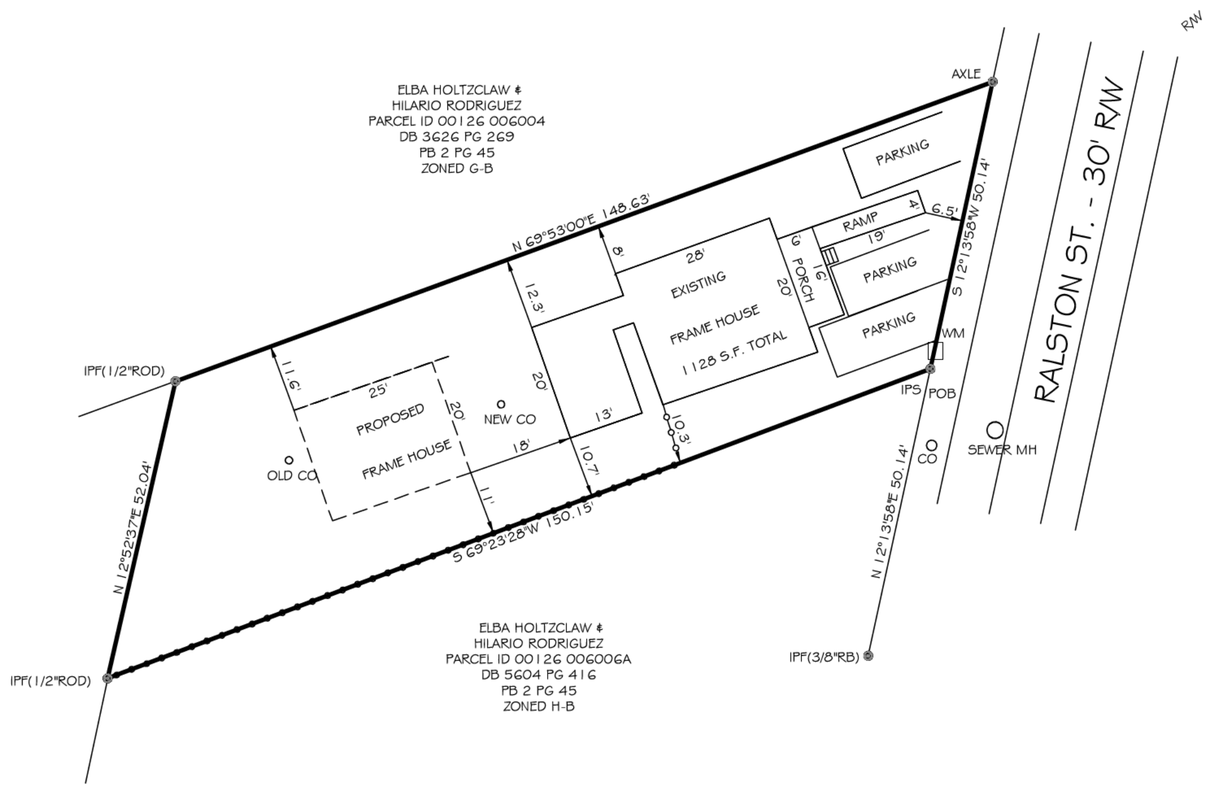
THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND TRACT IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT 1,000,000 FEET.

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A NIKON DTM 551 TOTAL STATION. THE FIELDWORK WAS COMPLETED 06/18/2026 ON THIS PROJECT.

AS SHOWN ON FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13139C0187G EFFECTIVE DATE 4/4/2018, THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA NOR IN A HALL COUNTY FUTURE FLOOD HAZARD AREA..

33% COVERAGE INCLUDING PARKING SPACES



LEGEND

1. BC = BACK OF CURB
2. BSL = BUILDING SETBACK LINE
3. C/L = CENTER LINE
4. CMF = CONC. MONUMENT FOUND
5. CMP = CORREGATED METAL PIPE
6. CT = CRIMP TOP
7. EL = ELEVATION (FT)
8. EP = EDGE OF PAVEMENT
9. FFEL = FINISHED FLOOR ELEV.
10. FH = FIRE HYDRANT
11. IPF = IRON PIN FOUND
12. IPS = IRON PIN SET NO.4 REBAR
13. LL = LAND LOT
14. LLL = LAND LOT LINE
15. N/F = NOW OR FORMERLY
16. NTS = NOT TO SCALE
17. OT = OPEN TOP
18. P.L. = PROPERTY LINE
19. POB = POINT OF BEGINNING
20. PP = POWER POLE
21. R/B = REBAR
22. RCP = REINFORCED CONC. PIPE
23. R/W = RIGHT OF WAY
24. —G— = GAS LINE
25. —P— = POWER LINE
26. —S— = SEWER LINE
27. —T— = TELEPHONE LINE
28. —W— = WATER LINE
29. —X— = FENCE
30. ▭ = STREET ADDRESS
31. PHB = PHONE BOX
32. TF = TRANSFORMER
33. CP = CARPORT
34. PH = PUMP HOUSE

ENGINEERING 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 THE 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)."

"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)."

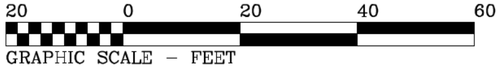
THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE MAP #13139 C 0091 G, HALL COUNTY,GEORGIA DATED 4/4/2018.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

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.

NO STATE WATERS ON THIS PROPERTY



SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon.
RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDATION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTRATION # 2885

SETBACKS

FRONT - 30 FEET
SIDE - 10 FEET
REAR - 20 FEET

REFERENCES:

PARCEL 00126 006007
DEED BOOK 8185 PAGE 759
PB 857 PG 105 (-RECORD)
ZONED H-B

THIS SURVEY AND IT'S FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY BAGWELL & ASSOC. AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. AS WITH ANY LAND TRANSACTION A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, FOR YOU MUST CONSULT WITH A COMPETENT TITLE ATTORNEY.

REVISIONS
REV1
REV2
REV3
REV4
REV5
REV6

The Drawings, Specifications and other documents prepared by G.W. Bagwell & Associates, Inc. (GWB) for this Project are instruments of GWB for use solely with respect to this Project and, unless otherwise provided, GWB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SITE PLAN FOR
CONDE PROPERTIES LLC
Lot 20 of W.L. Ralston S/D
Land Lot 166 - 9th District
Hall County, Georgia
JUNE 29, 2026 ~ Scale: 1"=20'
0.147 Acre - 6406 S.F.

GEORGIA REGISTERED No.2885 PROFESSIONAL LAND SURVEYOR GREGG W. BAGWELL

PROPERTY ADDRESS

1322 RALSTON STREET
GAINESVILLE, GA 30501

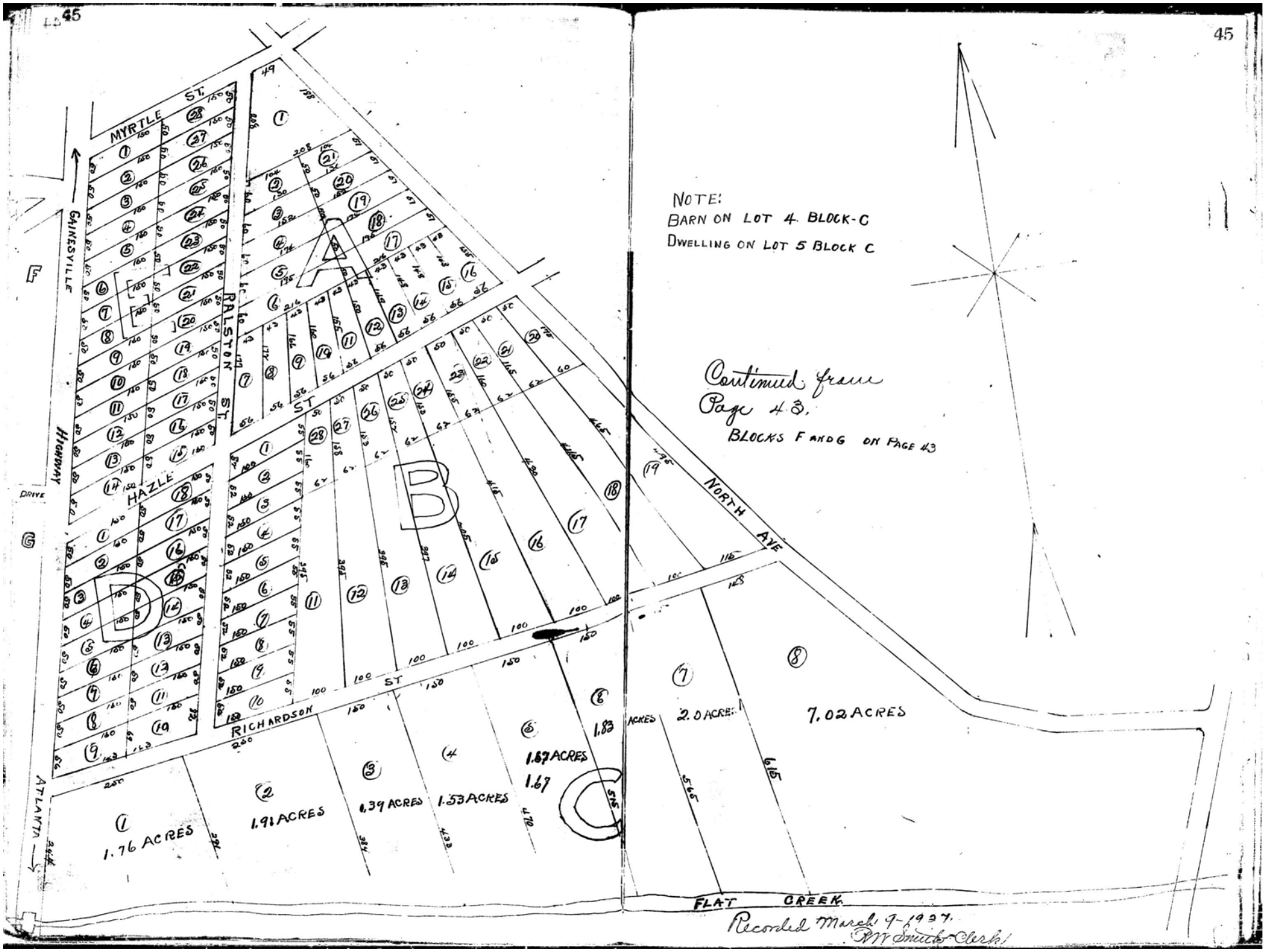
SURVEY AUTHORIZED BY

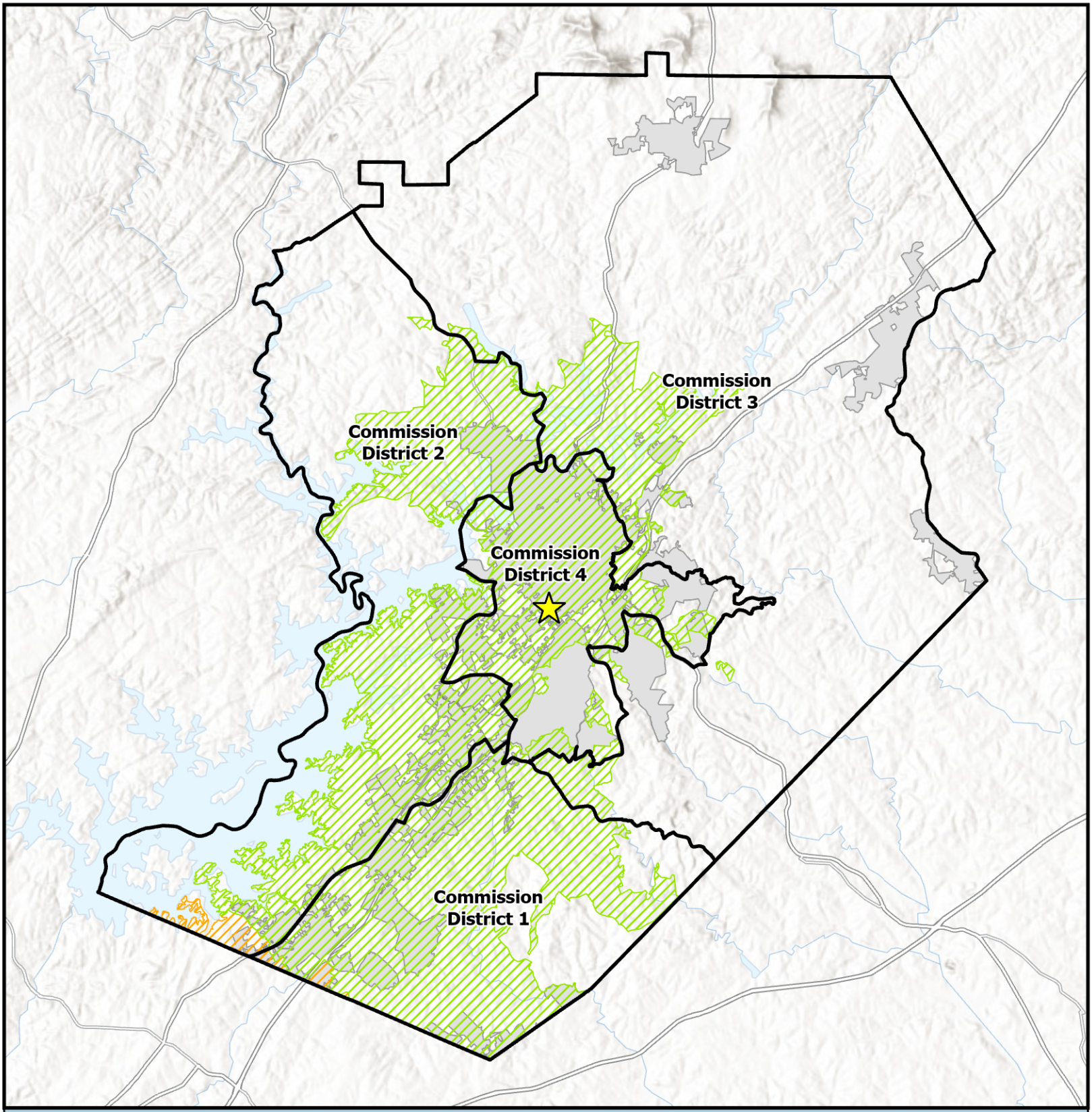
SERGIO FELIX

G.W. BAGWELL & ASSOCIATES, INC.
LAND SURVEYING CONSULTANTS
6640 Jot em Down Rd GAINESVILLE, GA30506
PHONE: (770)-540-7281 - (770)-530-8208

SHEET 1 OF 1

JOB NO. GWB BB 25-009 FELIX


MYRTLE ST.
RALSTON ST.
HAZLE ST
RICHARDSON ST
NORTH AVE
GAINESVILLE HIGHWAY
DRIVE
ATLANTA
FLAT CREEK
A
B
C
D
E
F
G
1.76 ACRES
1.91 ACRES
1.39 ACRES
1.53 ACRES
1.67 ACRES
1.67
1.83 ACRES
2.0 ACRES
7.02 ACRES
NOTE:
BARN ON LOT 4. BLOCK-C
DWELLING ON LOT 5 BLOCK C
Continued from Page 43.
BLOCKS F AND G ON PAGE 43
Recorded March 9-1927.
R W Smith Clerk



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Sergio Felix
Tax Parcel #: 00126 006013
Location: 1322 Ralston Street
Commission District: 4

HALL COUNTY
GEORGIA
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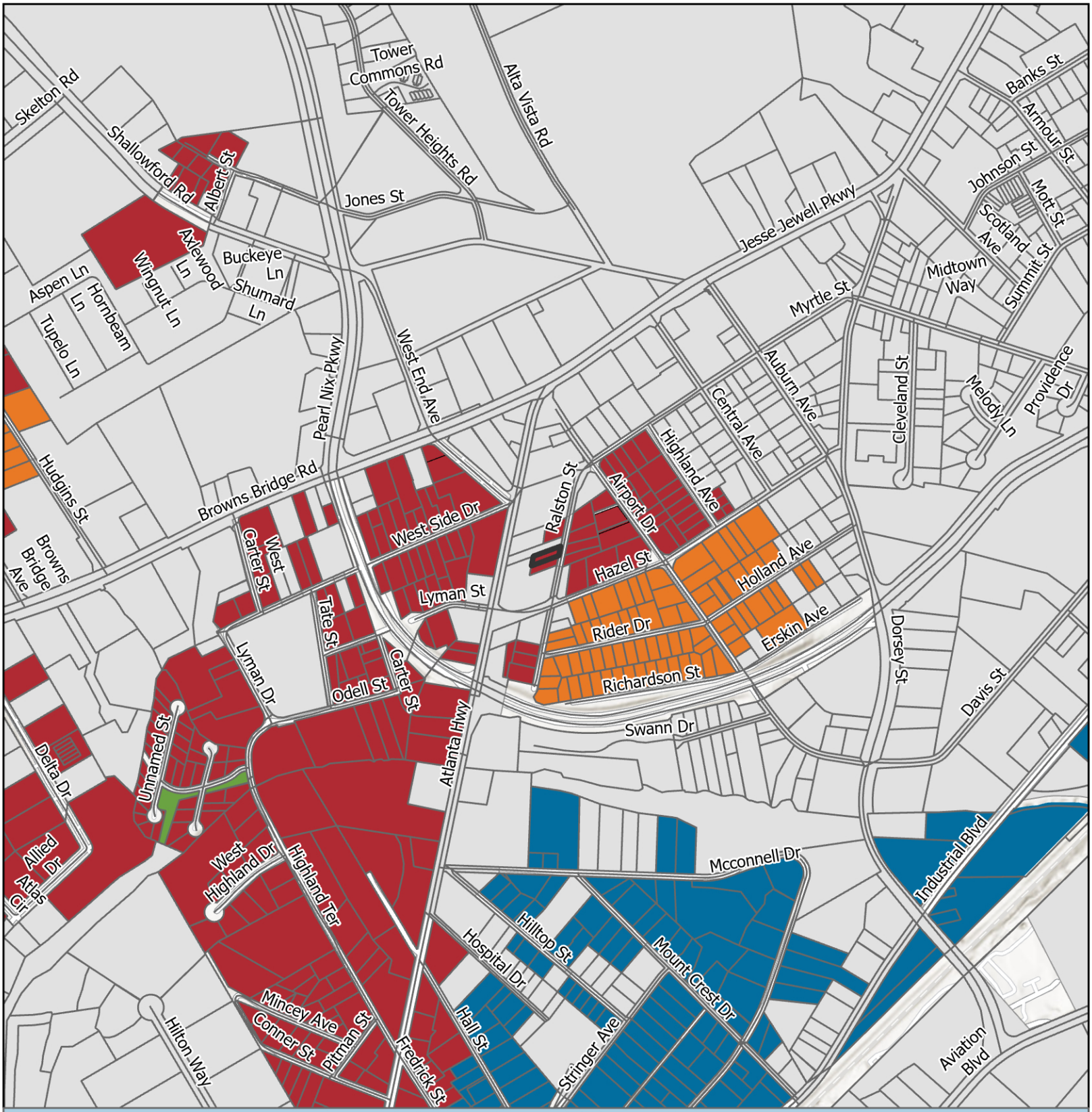
Date Prepared: 9/8/2026



Future Land Use Map

Subject Area

City Limits

FLU

- Business Corridors
- Employment
- Greenspace - Conservation
- Suburban Multi-family

Applicant: Sergio Felix
Tax Parcel #: 00126 006013
Location: 1322 Ralston Street
Commission District: 4

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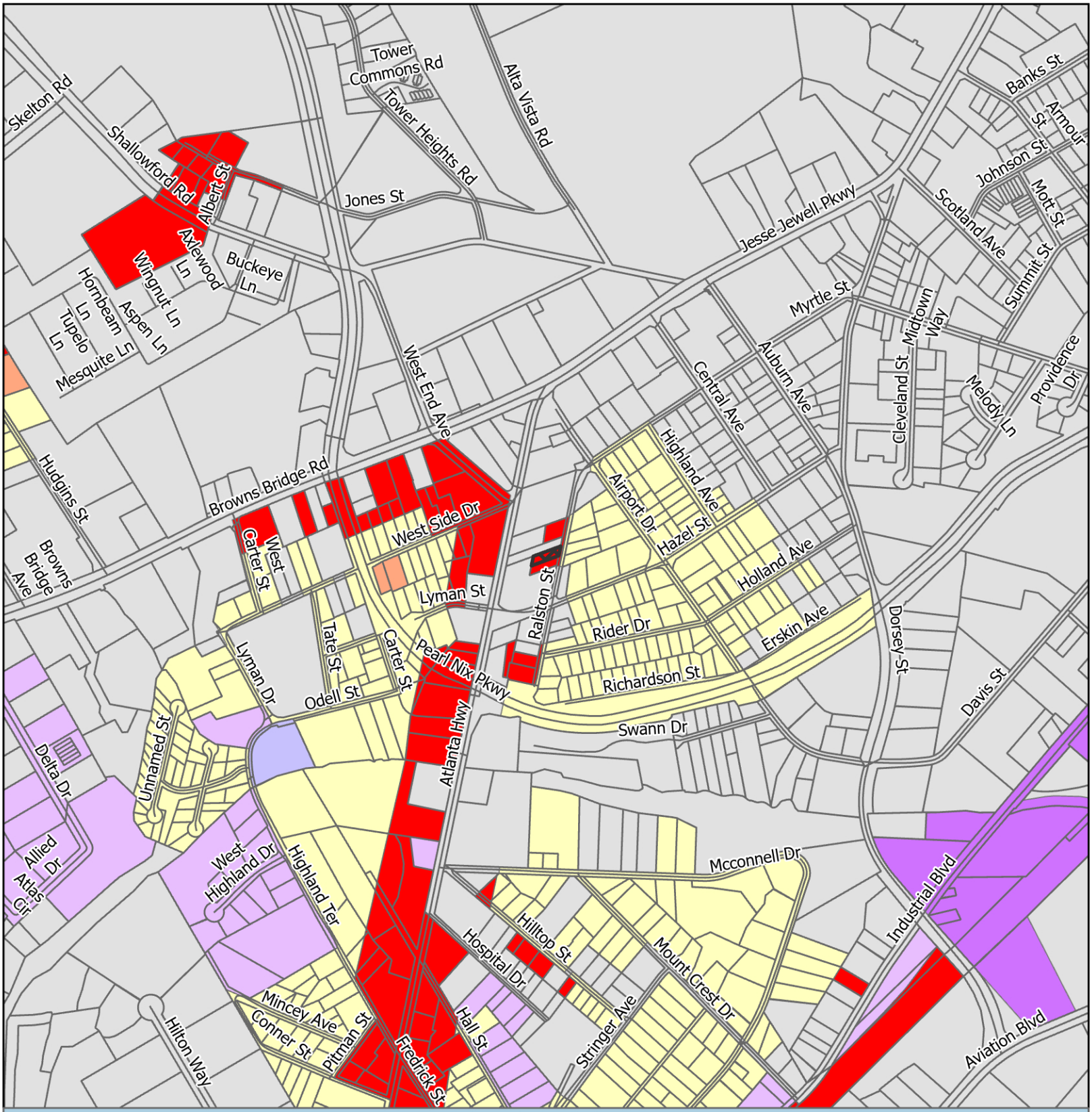
Date Prepared: 9/8/2026



Zoning Map

Subject Area
City Limits

Zoning
H-B
I-1
I-2
O-I
PID
R-1
S-S

Applicant: Sergio Felix
Tax Parcel #: 00126 006013
Location: 1322 Ralston Street
Commission District 4

HALL COUNTY
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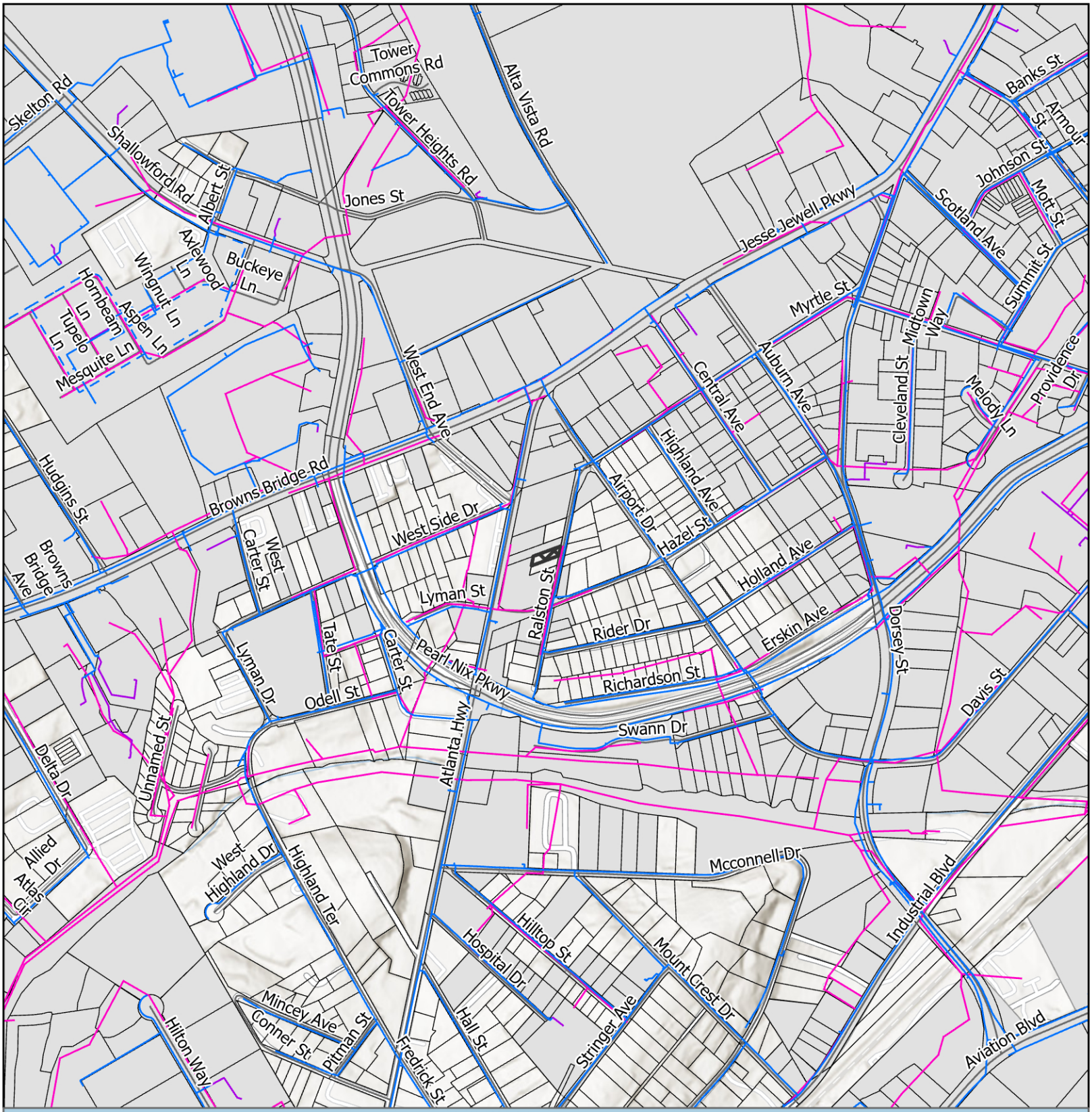
Date Prepared: 9/8/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Sergio Felix
Tax Parcel #: 00126 006013
Location: 1322 Ralston Street
Commission District 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

Site Plan & Aerial Map

Subject Area

parcel

Applicant: Sergio Felix
Tax Parcel #: 00126 006013
Location: 1322 Ralston Street
Commission District 4

HALL COUNTY
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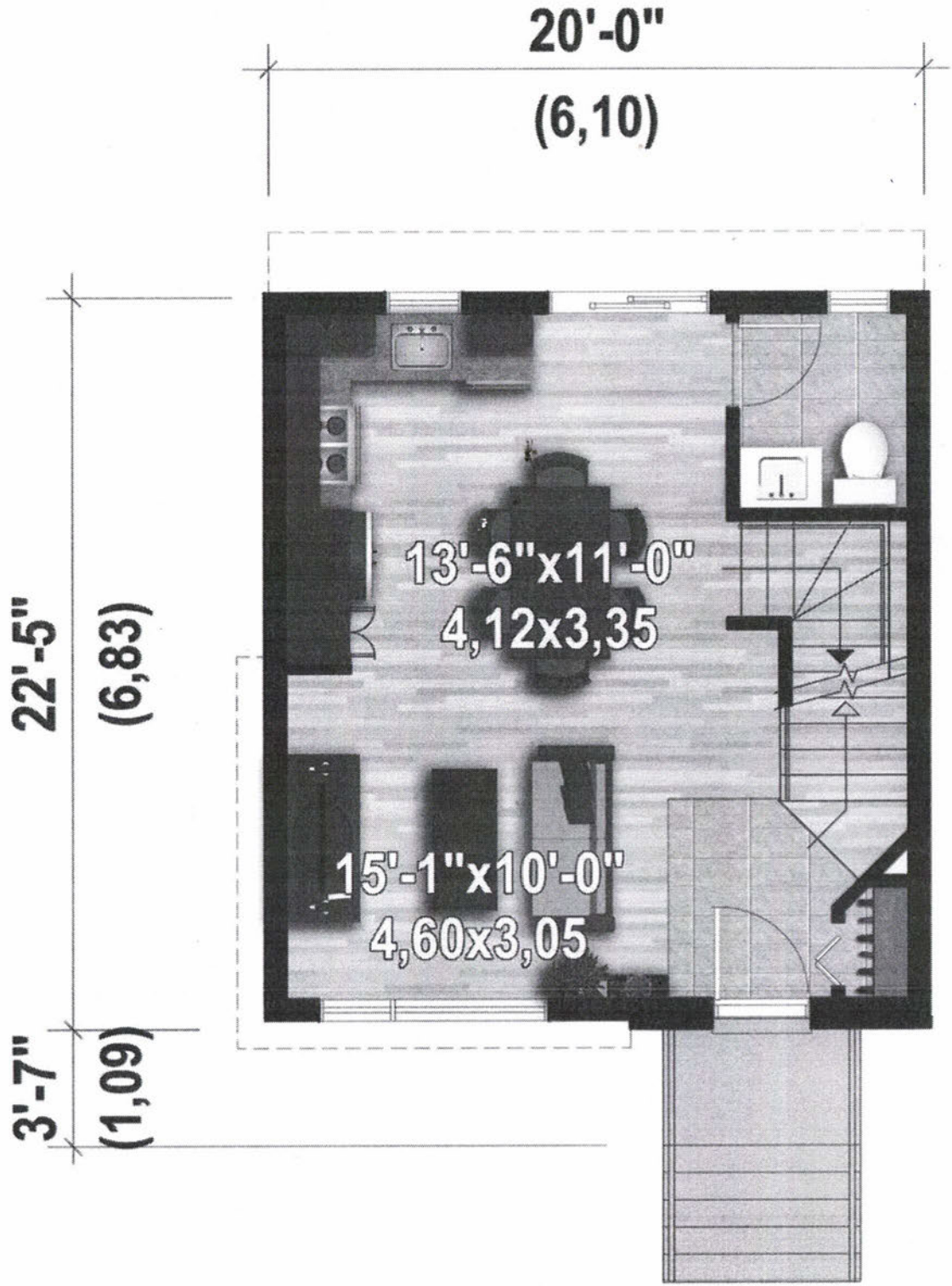
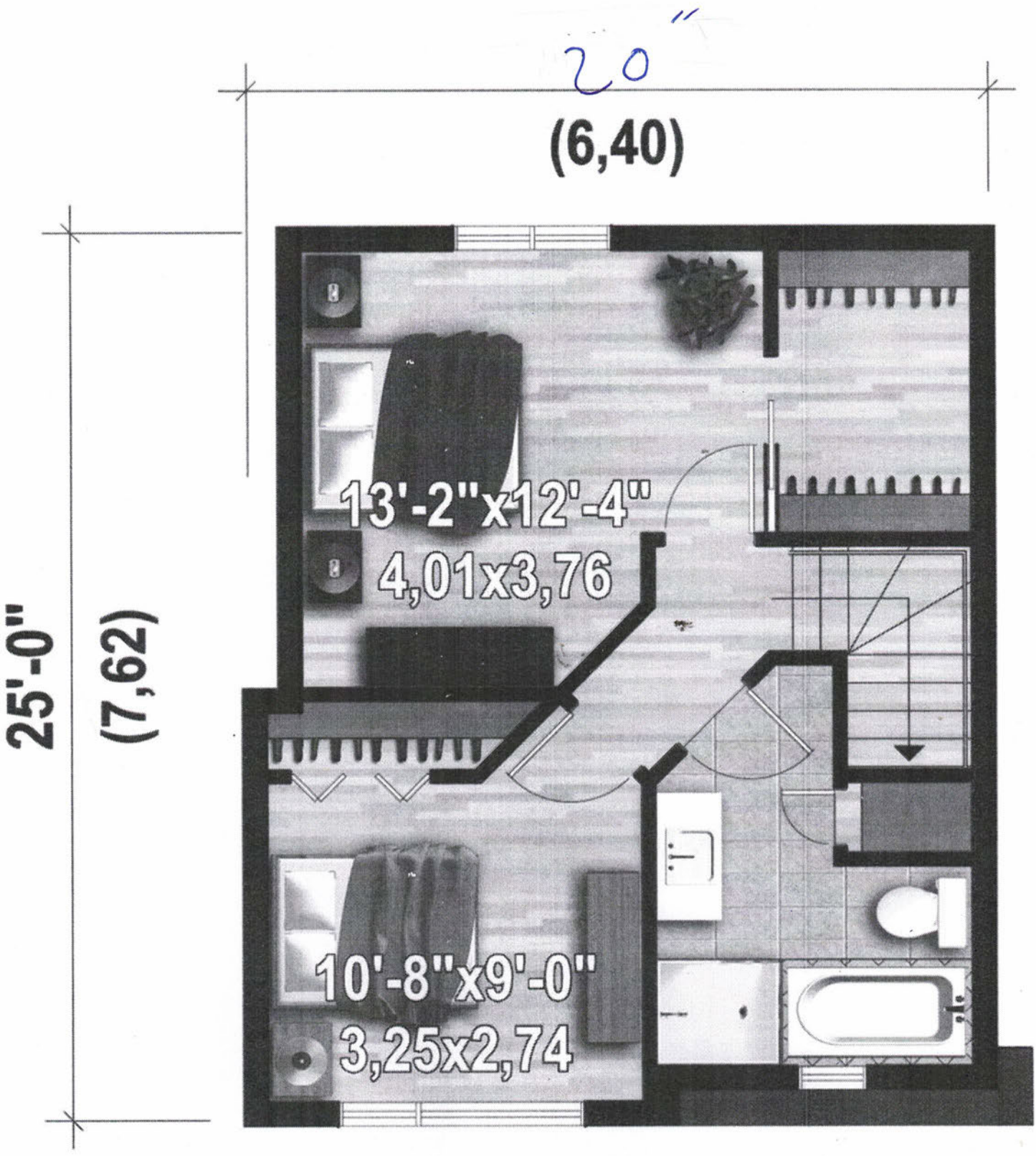
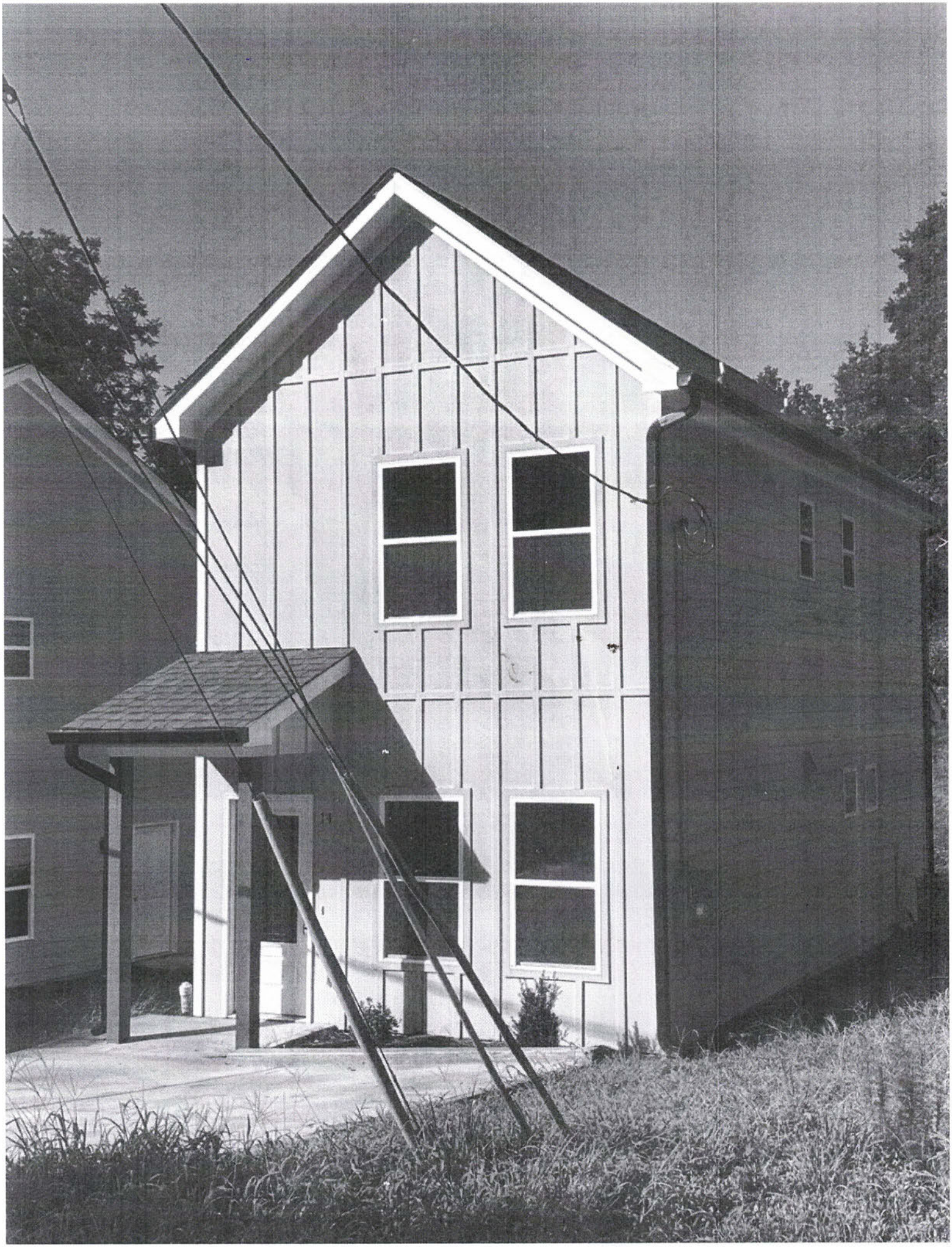
Date Prepared: 9/8/2026


20'-0"
(6,10)
22'-5"
(6,83)
3'-7"
(1,09)
13'-6"x11'-0"
4,12x3,35
15'-1"x10'-0"
4,60x3,05


20"
(6,40)
25'-0"
(7,62)
13'-2"x12'-4"
4,01x3,76
10'-8"x9'-0"
3,25x2,74



Return to:
O'Kelley & Sorohan, Attorneys at Law, LLC
340 Jesse Jewell Parkway SE, Suite 110
Gainesville, GA 30501
File No.: 08-295719-REG

eFiled and eRecorded
DATE: 05/26/2026
TIME: 9:16 AM
DEED BOOK: 9862
PAGE: 483 - 484
FILING FEES: $25.00
TRANSFER TAX: $100.00
PT61: 069-2026-003654
RECORDED BY: CH
CLERK: Mark Pettitt
Hall County, GA

STATE OF GEORGIA
COUNTY OF HALL

LIMITED WARRANTY DEED

THIS INDENTURE, made on **21st day of May, 2026**, between

S & I 2018, LLC

(hereinafter referred to as "Grantor") and

Sergio Felix

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that lot, tract or parcel of land together with improvements thereon, lying, situate and being in Land Lot 166, 9th District, Hall County, Georgia, and being All of Lot 20, Block E of W. L. Ralston Subdivision, and being a portion of the property described according to a survey by Owen Patton, Georgia registered land surveyor, dated January 20, 1986 and being more particularly described as follows: To Find the True Point of Beginning, begin at an iron pin located on the Southeast side of the right of way of U. S. Highway 23, said iron pin lying 250 feet Northeast of the right of way of Hazel Street, as measured along the Southeast right of way of U. S. Highway 23; running thence North 69 degrees 55 minutes East 301.5 feet to the beginning iron pin corner located on the Northwest side of the right of way of Ralston Street and which is the true point of beginning, running thence along said right of way North 12 degrees 25 minutes East 50 feet to an iron pin corner; running thence South 69 degrees 55 minutes West 150 feet more or less to an iron pin corner; running thence South 12 degrees 00 minutes West 50 feet more or less to an iron pin corner; running thence North 69 degrees 40 minutes East 150 feet more or less to the beginning iron pin corner. Georgia, Hall County, Clerk Superior Court.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises") , the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
Commission expires: _____

S & I 2018, LLC

By: Russell Fuller
Its: Member

By: Isaac Castleberry
Its: Member

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: September 2, 2026

Subject: October 8, 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.

* 5218 Hopewell Church Road, Barrett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 1322 Ralson Street, Felix: No comment. Public Sewer.

* 102 Near Way, Ochoa: Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Boday Art Establishment. Please note that BOC approval does not imply approval from other county departments.

* 3710/3716/3728 Jones Drive, Hudson Land Holdings: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 3004 Candler Road, Sullins Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Lynn Taylor (Planning)

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Monday, August 31, 2026 10:05 AM
To: Kaitlyn Elliott (Planning); Lynn Taylor (Planning)
Cc: Liliana Cortez (Planning)
Subject: RE: Tentative Planning & Zoning items for October 8, 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 Kaitlyn,

Please see the below responses from our office in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Sent: Friday, August 28, 2026 3:27 PM
Subject: Tentative Planning & Zoning items for October 8, 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 afternoon,

The Tentative Planning Items for the **October 8, 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.

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, September 9, 2026.**

Please email all comments to both as Kaitlyn is out of office:

• Lynn – ltaylor@hallcounty.org

• Kaitlyn – kelliott@hallcounty.org

Please use the links below.

- **5218 Hopewell Church Road** | **Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

Off-system. No impacts expected to the State Highway System.

- **(A) 1322 Ralston Street** | **Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 102 Near Way** | **Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way** | **Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
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Off-system. No impacts expected to the State Highway System.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

On System, coordination required for consideration of commercial driveway access.

Thank you,

Liliana Cortez
Planning technician

Hall County Planning and Zoning
Desk: 770-297-2695
Office: 770-531-6809
2875 Browns Bridge Road, Gainesville GA 30504
Web: https://www.hallcounty.org/150/Planning-Zoning
Email: lcortez@hallcounty.org

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.

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: September 9, 2026

Subject: October 8, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 8, 2026, meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.
  - **Utilities:** Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic concerns with the proposed ADU and the setback variances.
- **Utilities:** This property is in the Gainesville service district.

- **(A) 102 Near Way | Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - **Traffic:** There are no traffic concerns with the proposed rezoning and special use request.
  - **Utilities:** This property is in the Gainesville service district.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.
  - **Utilities:** This property is in the Buford service district.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

- **Traffic:** A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.
- **Utilities:** Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

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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: 9/4/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/8/2026
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 10/8/26 meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

- (A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

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- **(B) 3004 Candler Road** | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, 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 Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

INTERIM DEVELOPMENT SERVICES DIRECTOR
Barry Shaw

INTERIM CHIEF BUILDING OFFICIAL
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Barry Shaw, Interim Director of Development Services

Date: September 4, 2026

Subject: October 8, 2026

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

- No comment.

(A) 1322 Ralston Street | Special Use | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
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- No comment.

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- No comment.

(A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

(B) 3710, 3716 & 3728 Jones Drive | Special Use | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

- Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections an reports by a state licensed asbestos inspector. Building Inspections has no further comments.

(A) 3004 Candler Road | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
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- There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance.

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 September 10, 2026 **AND NO LATER THAN** September 16, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 16, 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, Sergio Felix (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9-15-26 (Date) **for** Sergio Felix (Name application filed as).

Signature Sergio Felix

(The original document is required)

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: SERGIO · FELIX
REQUEST:
EXPANSION OF NON-CONFORMING USE FOR AN ACCESSORY
DWELLING UNIT; VARIANCE TO REDUCE MINIMUM YARDS
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 2026
Time: 6:00 PM.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 634/2026

SUBJECT: **1322 Ralston Street | Variance to Section 5.3 |** to reduce the minimum yards | on a 0.147 ± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 **| Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance |** Commission District 4 **| Sergio Felix, applicant**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request with the following conditions as hardship exists pursuant to the criteria of 11.1.1.D.11:

1. The property shall be developed in accordance with the site plan dated June 29, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

1322 Ralston Street | Variance to Section 5.3 | to reduce the minimum yards | on a 0.147 ± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, 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:

See Special Use Application for all other items
Application

Due to file sizes, materials for the following applications have been combined. See the highlighted agenda item for all materials related to the following applications:

- **1322 Ralston Street** | **Conditional Use** | to expand a non-conforming use | on a 0.147± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.147 ± acre tract located on the west side of Ralston Street approximately 260 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

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VARIANCE APPLICATION

Applicant (Name & Mailing Address)

SERGIO FELIX
5230 Balus Creek Dr
Gainesville GA 30504
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

same

Phone
Email

Contact Person (Name & Mailing Address)

SERGIO FELIX
5230 Balus Creek Dr
Gainesville GA 30504
Phone [redacted]
Email [redacted]

Status of Applicant

☒ Owner ☐ Area Resident
☐ Option to Purchase ☐ Other:

Property Information

Location Address(es): 1322 Ralston St Gainesville GA 30501

Tax Parcel Number(s): 00126 006013 Acreage: .17

Existing Use(s): Residential Zoning: H-B

Type of Variance

☑ Setback	☑ Front Yard	From 30 ft. To 6.5 ft.
☐ Road Frontage	☑ Right Side Yard	From 20 ft. To 8 ft.
☐ Sign	☑ Left Side Yard	From 20 ft. To 10 ft.
☐ GCOD	☐ Rear Yard	From ft. To ft.
☐ Other	☐ Sign Height	From ft. To ft.
	☐ Sign Area	From sf. To sf.

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: SERGIO FELIX 8-6-26

Applicant Signature: Sergio Felix Date: 8-6-26

Applicant must complete all required information above. Incomplete applications will not be accepted. The Planning Department has 15 days after application deadline to review each submittal and will assign scheduling dates during that review period. If an application is determined to be insufficient, no agenda date will be set until all required information has been provided.

Application Withdrawal: I hereby withdraw the application.

Applicant Signature: Date:

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

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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: Sergio Felix **Date:** 8-6-26

Applicant's/Owner's Name (Printed): Sergio Felix

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 632/2026

SUBJECT: **5218 Hopewell Church Road | Special Use |** for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned V-C; Tax Parcel 11058 000004 (pt) **| Proposed Use: 3-lot subdivision |** Commission District 3 **| Rebecca Ramsey & Zachary Barrett, applicants**

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's requests with the following conditions, as the proposed use meets all minimum standards of the Vacation Cottage (V-C) zoning district:

1. The property shall be developed in accordance with the site plan dated August 4, 2026, and narrative dated August 7, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

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 Photos
Site Plan
Plat
Maps
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	Rebecca Ramsey & Zachary Barrett
Request	**Special Use** |for a minor subdivision
Proposed Use	3-lot subdivision
Size	8.74± acres
Zoning	Vacation Cottage (V-C)
Location	**5218 Hopewell Church Road |** Tax Parcel 11058 000004 (pt)
Commission District	Three
Commission Date	October 8, 2026
Staff Recommendation	**Approval, with conditions,** as the proposed use meets all minimum standards of the Vacation Cottage (V-C) zoning district.
Record Number	HZCU26-0032

Staff recommends <u>APPROVAL</u> of the applicant's requests with the following condition:

1. The property shall be developed in accordance with the site plan dated August 4, 2026, and narrative dated August 7, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

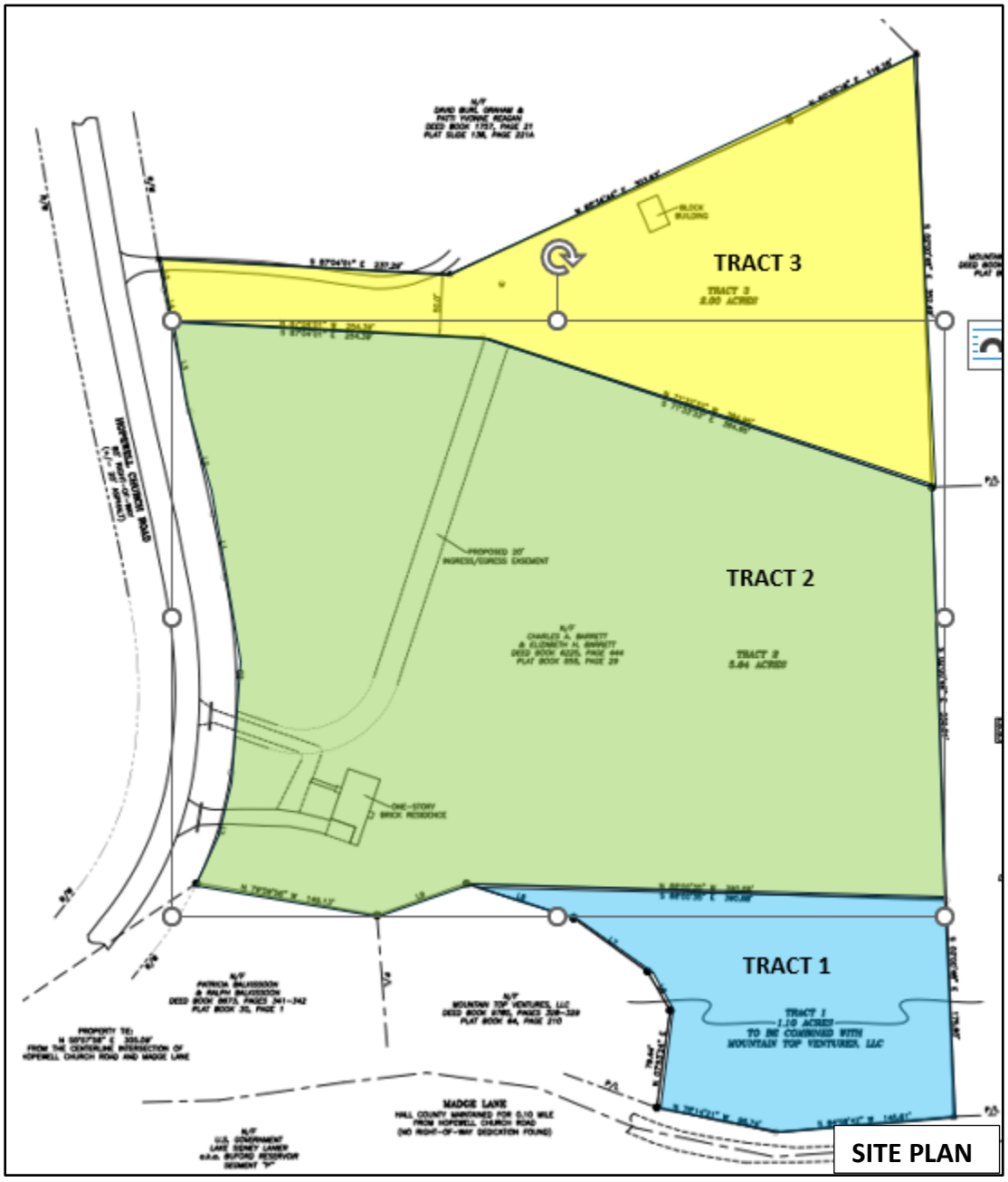
<u>Summary Analysis</u>
The applicant is requesting a Special Use for a minor subdivision of 3 lots on a 8.74± acre tract zoned Vacation Cottage (V-C). According to Tax Assessor records, the subject property is currently developed with a 1,204 square foot single-family residence constructed in 1960 and an accessory structure.

For clarification, Tax Parcel 11058 000004 contains two legal parcels: the subject property and the parcel at 5213 Hopewell Church Road, which are located across the road from one another. Because both parcels have the same owner, they were combined into a single tax parcel for assessment purposes.

The surrounding properties are zoned and developed as outlined below:

North: Vacation Cottage (V-C): single-family residence
East: Vacation Cottage (V-C): single-family residence
South: Vacation Cottage (V-C): single-family residence
West: Agricultural Residential 1 (AR-1): single-family residences

Per the submitted site plan, the applicant is proposing a 3-lot subdivision.



Tract 1: 1.10± acres to be combined with adjacent parcels along Madge Lane
Tract 2: 5.64± acres on which the existing single-family residence is located
Tract 3: 2.00± acres, location of new homesite and an existing accessory structure

All tracts meet the minimum lot size of 35,000 square feet (0.80± acres) for parcels served by well and septic, as well as, minimum road frontage of 50 feet for properties fronting a local road.

Zoning Analysis

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the use and development of adjacent and nearby properties along Hopewell Church Road and Madge Lane as there are lots of similar size for single family residential uses in the surrounding area.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the zoning, lot size, and residential nature of the surrounding properties.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property at 5218 Hopewell Church Road is developed with a 1,204 square foot single-family residence constructed in 1960 and an accessory structure.**

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; **This special use would not create an isolated district unrelated to the surrounding zoning districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **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 proposed 3-lot subdivision 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; **A minor subdivision in Vacation Cottage (V-C) zoning requires approval by the Board of Commissioners.**

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.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated September 2, 2026, the Hall County Environmental Health Department stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated August 31, 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 September 9, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.

Traffic:
There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.

Utilities
Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

Hall County Fire Marshal
In a memorandum dated September 4, 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 September 4, 2026, Barry Shaw, Interim Director of Development Services, stated, "No comment."

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
T: 770-531-6809 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL/CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Rebecca Ramsey + Zachary Barrett
7999 Highway 129 N
Cleveland, Ga 30528
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

Charles Barrett + Kevin Barrett
5218 Hopewell Church Rd
Gainesville, Ga 30506
Phone [redacted]
Email Kevin.Barrett@kdrp.com

Contact Person (Name & Mailing Address)

Rebecca Ramsey
7999 Highway 129 N
Cleveland, Ga 30528
Phone [redacted]
Email [redacted]

Status of Applicant

- ☐ Owner
- ☒ Option to Purchase
- ☐ Area Resident
- ☐ Other: _____

Requested Action

- ☒ Special Use
- ☐ Conditional Use

Property Information

Location Address(es): 5218 Hopewell Church Rd Gainesville, Ga 30506
Tax Parcel Number(s): 11058 000004 Acreage: 8.64
Existing Use(s): House Zoning: VC
Proposed Use(s): Sub divide to 2 lots for house

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: Rebecca Ramsey
Applicant Signature: Rebecca L Ramsey Date: 8/1/2026

Applicant must complete all required information above. Incomplete applications will not be accepted. The Planning Department has 15 days after application deadline to review each submittal and will assign scheduling dates during that review period. If an application is determined to be insufficient, no agenda date will be set until all required information has been provided.

Application Withdrawal: I hereby **withdraw** the application.

Applicant Signature: _____ Date: _____

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PLANNING AND ZONING DEPARTMENT
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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) Charles A Barrett & Kevin Lamar Barrett

Address 5218 Hopewell Church Road
Gainesville Ga 30506

Phone Number [redacted]

Name of applicant(s) Zachary T Barrett & Rebecca Ramsey

Address 7999 Highway 129 N
Cleveland Georgia 30528

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) Kevin Lamar Barrett

Personally appeared before me

James Johnson

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

Notary Public

JAMES JOHNSON
NOTARY
EXPIRES
GEORGIA
April 20, 2029
PUBLIC
HALL COUNTY

Aug. 5, 2026
Date

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PLANNING AND ZONING DEPARTMENT
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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: Disclosure of Campaign Contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning 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:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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 OCGA 1981, § 36-67A-3, enacted by Ga L. 1986, page 1269, § 1; Ga L. 1991, page 1365, § 1; Ga L. 1993, page 91, § 36).

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 contribution(s), 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 Name Printed: Rebecca Ramsey + Zachary Barrett

Applicant's/Owner's Signature: Rebecca Ramsey Date: 8/1/2026

8/1/2026

PLANNING AND ZONING DEPARTMENT
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Name Printed: Kevin Lamar Barrett

Applicant's/Owner's Signature: [signature] Date: 08/04/2026

Barrett Proposal for Conditional / Special Use
5218 Hopewell Church Road, Gainesville, Ga 30506
August 7, 2026

The current land is zoned Vacation Cottages (VC). There are no overlay districts.

The proposal consists of a 2 lot subdivision, for Tract 3 to be used to build a one, single family primary residential house, 2,400 square feet, including a 3 car garage, a full finished basement, and an inground swimming pool. The Barrett family will live in the house full time, two parents, and three children.

The lot will consist of 3 acres, including 50 ft of road frontage, connecting to Hopewell Church Road. There will be one land lot, consisting of 3 acres, in the top, right corner of the property. Our property lines will border the neighbors above us (David Graham), and to the right of us (Mountain Top Ventures, LLC). The land includes an established well. The Barrett household will purchase and have a new septic system professionally installed.

Entrance of the property, where the driveway would enter into the area the house will be built Hopewell Church Road is behind the photographer On the right side of the picture, there are green bushes seen. Those are muscadine bushes and will be removed The back of the house will be facing the tree line on the left side. The trees seen in the left side of the photo and towards the back center, will also be removed.	
Here the muscadine bushes can be seen - This is roughly where the living room, leading to the front porch will be. The trees in the right side of the picture will be removed.	

This picture shows the opposite side of the property. The back of the house will face the tree line on the right side of the picture. The living room and front porch will be approximately at the location of the muscadine vines (as seen the in middle of the photo). The muscadine vines are in the process of being removed. The trees and blueberry bushes seen on the left side of the photo will be removed as well.	
This picture shows the back side of the property and to the far right of the muscadine vines. The back of the house will face the tree line seen in the picture.	

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PRELIMINARY COPY

(NOT FOR RECORDING)

GRID NORTH

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
- 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
- M.B. – MAILBOX
- ⊕ – BUILDING HEIGHT LOCATION

H.C.R. – HANDICAP RAMP
A.H. – ACCESS HATCH
R.L. – ROOF LINE
E.P. – EDGE OF PAVEMENT
B.C. – BACK OF CURB
F.F.E. – FINISHED FLOOR ELEVATION
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
P/L – PROPERTY LINE
R/W – RIGHT-OF-WAY
N/F – NOW OR FORMERLY
C/L – 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
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION
STA. – STATION
F.K.A. – FORMERLY KNOWN AS

- —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
- —×— – WIRE FENCE
- —◇— – WROUGHT IRON FENCE
- —OHP— – OVERHEAD POWER LINES
- —▲— – TRAFFIC SIGNAL LINE
- 01 – FENCE GATE
- – CONTINUOUS OWNERSHIP
- 25.5' – BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- x 25.52 – SPOT ELEVATION
- – CONCRETE
- – WOOD DECKING
- – GRAVEL
- – ASPHALT
- – PAVERBRICK

N/F
DAVID BURL GRAHAM &
PATTI YVONNE REAGAN
DEED BOOK 1757, PAGE 21
PLAT SLIDE 138, PAGE 221A

N/F
MOUNTAIN TOP VENTURES, LLC
DEED BOOK 9742, PAGES 558–559
PLAT BOOK 876, PAGE 149

N/F
CHARLES A. BARRETT
& ELIZABETH H. BARRETT
DEED BOOK 6225, PAGE 444
PLAT BOOK 858, PAGE 29

N/F
PATRICIA BALKISSOON
& RALPH BALKISSOON
DEED BOOK 8673, PAGES 341–342
PLAT BOOK 30, PAGE 1

N/F
MOUNTAIN TOP VENTURES, LLC
DEED BOOK 9785, PAGES 328–329
PLAT BOOK 64, PAGE 210

N/F
MOUNTAIN TOP VENTURES, LLC
DEED BOOK 9739, PAGES 53–54
PLAT BOOK 847, PAGE 233

N/F
U.S. GOVERNMENT
LAKE SIDNEY LANIER
a.k.a. BUFORD RESERVOIR
SEGMENT "P"

N/F
U.S. GOVERNMENT
LAKE SIDNEY LANIER
a.k.a. BUFORD RESERVOIR
SEGMENT "P"

TRACT 1
1.10 ACRES
TO BE COMBINED WITH
MOUNTAIN TOP VENTURES, LLC

TRACT 2
5.64 ACRES

TRACT 3
2.00 ACRES

N 62°35'16" E 116.26'
N 65°34'44" E 303.63'
S 87°04'01" E 237.29'
N 87°04'01" W 254.39'
S 87°04'01" E 254.39'
N 71°33'33" W 384.95'
S 71°33'33" E 384.95'
N 88°00'35" W 390.68'
S 88°00'35" E 390.68'
N 79°59'56" W 149.13'
N 78°14'21" W 98.74'
S 84°58'42" W 145.61'
S 02°00'48" E 352.49'
S 02°00'48" E 336.01'
S 02°00'48" E 175.80'
N 07°53'24" E 79.44'
50.0'

BLOCK BUILDING
ONE-STORY BRICK RESIDENCE
PROPOSED 20' INGRESS/EGRESS EASEMENT

HOPEWELL CHURCH ROAD
80' RIGHT-OF-WAY
(+/- 20' ASPHALT)

MADGE LANE
HALL COUNTY MAINTAINED FOR 0.10 MILE
FROM HOPEWELL CHURCH ROAD
(NO RIGHT-OF-WAY DEDICATION FOUND)

PROPERTY TIE:
N 55°57'58" E 305.09'
FROM THE CENTERLINE INTERSECTION OF
HOPEWELL CHURCH ROAD AND MADGE LANE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.26'	94.44'	94.05'	N 17°08'19" E	18°01'18"
C2	468.78'	159.84'	159.07'	N 01°39'29" W	19°32'11"

LINE	BEARING	DISTANCE
L1	N 11°02'49" W	52.26'
L2	N 12°50'14" W	85.51'
L3	N 11°42'25" W	74.72'
L4	N 11°42'25" W	26.41'
L5	N 10°10'48" W	25.10'
L6	N 30°03'39" W	36.60'
L7	N 54°06'41" W	74.33'
L8	N 72°14'51" W	91.61'
L9	S 70°36'16" W	77.05'

ZONING AND BUILDING SETBACKS (S/B):

INFORMATION PROVIDED BY HALL COUNTY G.I.S.

CURRENT HALL COUNTY ZONING:
V-C – VACATION COTTAGE

BUILDING SETBACKS:
FRONT: 30' FROM RIGHT-OF-WAY
OR AVERAGE PER SECTION 2.1.4.C.
SIDE: 10' FROM PROPERTY LINE
REAR: 20' FROM PROPERTY LINE

50' 0' 50' 100' 150'
GRAPHIC SCALE – 1 INCH = 50 FEET

SHEET NUMBER:
1 of 1
SCALE: 1" = 50'
SURVEY DATE: X/XX/2026
PLAT DATE: 8/4/2026
26-181.dwg
JN. 26-181

No.	DATE	DESCRIPTION

REVISIONS

PRELIMINARY SUBDIVIDE SURVEY FOR:

CHARLES A. BARRETT & ELIZABETH H. BARRETT

– LOCATED IN –

LAND LOT 58
11TH LAND DISTRICT
HALL COUNTY, GEORGIA

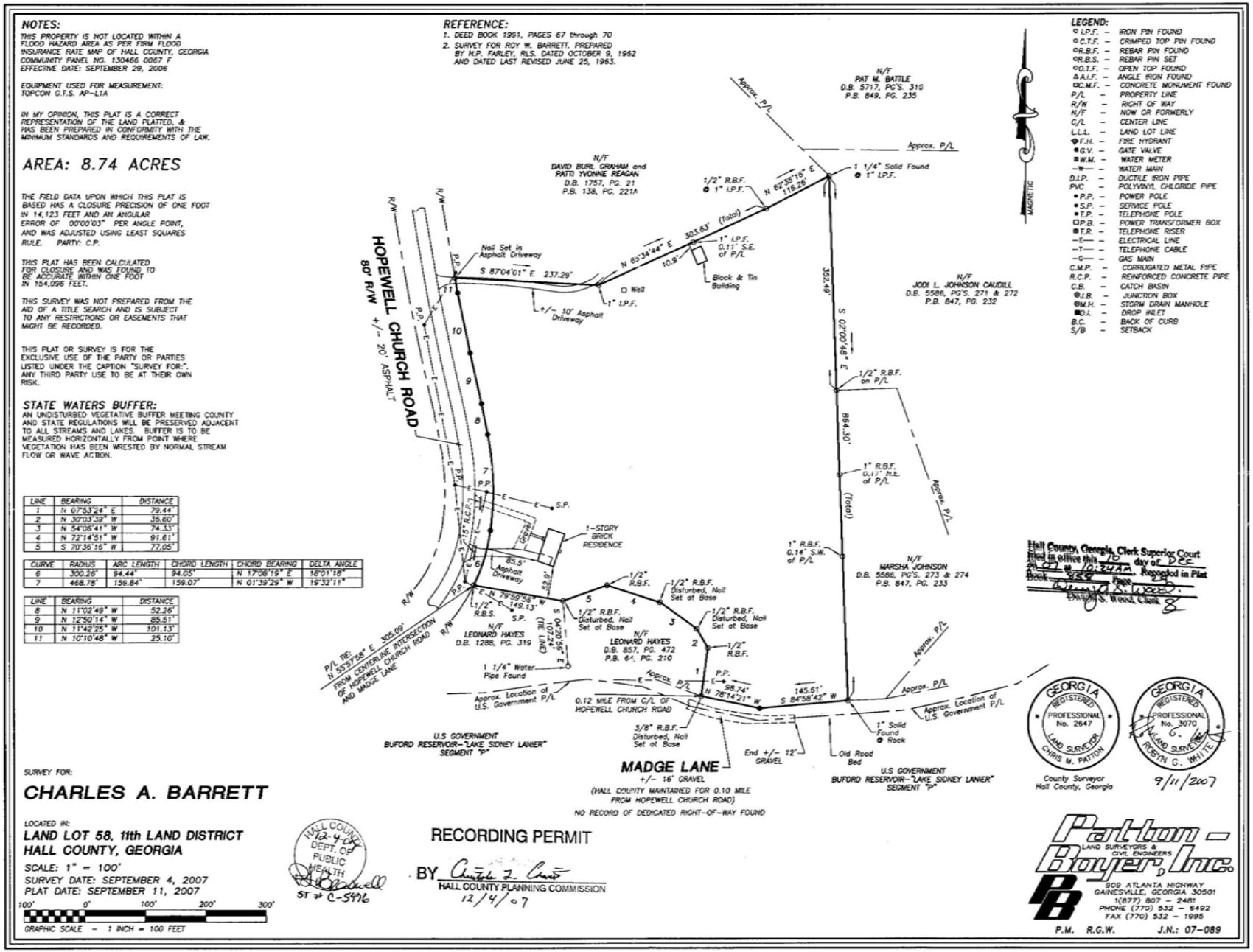
COMPUTATIONS BY: W.G.H.
SURVEYED BY: N/A
DRAFTED BY: W.G.H.
CHECKED BY: C.M.P.

PATTON LAND SURVEYING, LLC

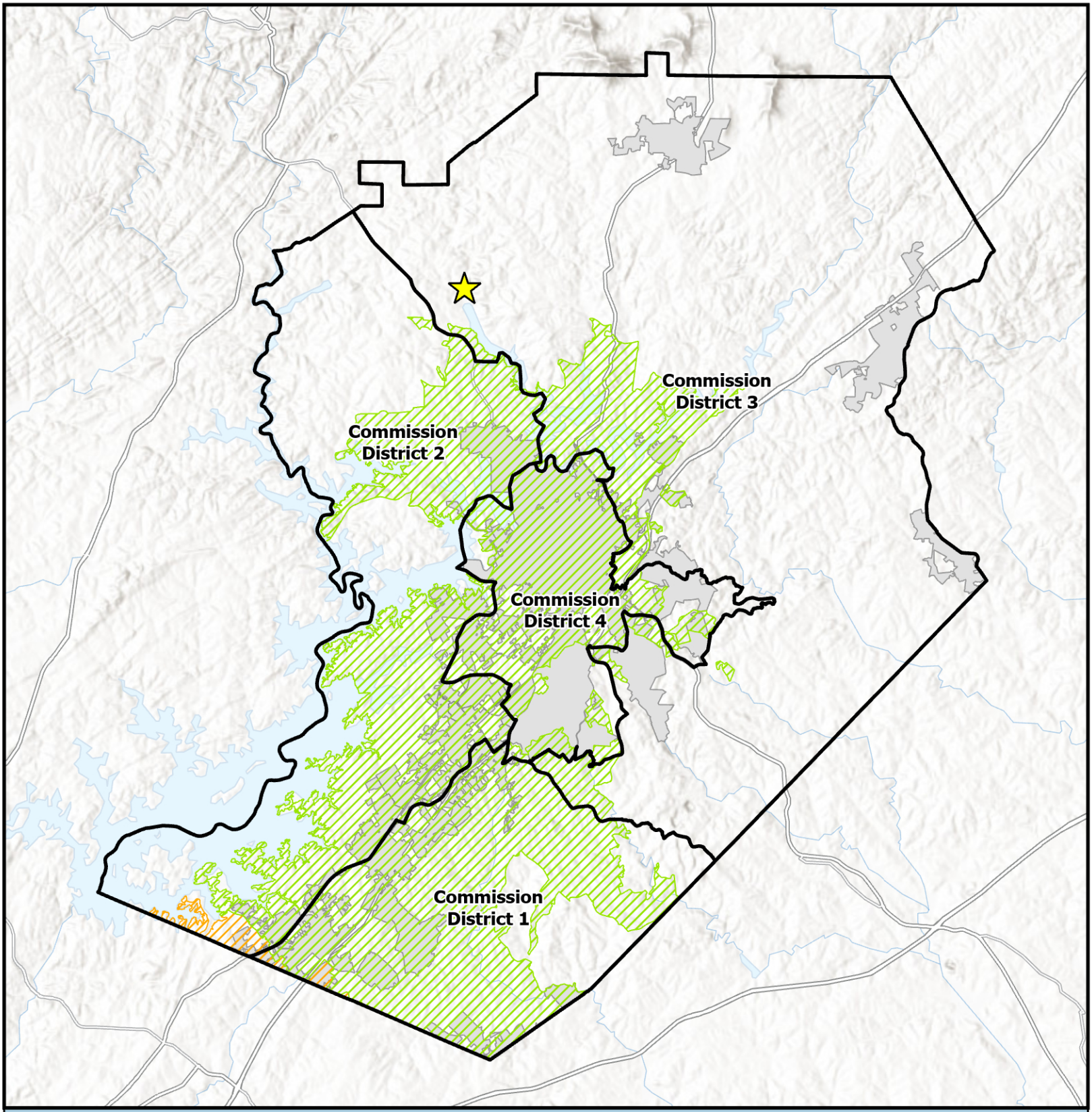
REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com

LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029



https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2185704&key1=858&key2=29&county=69&countyname=HALL&userid=891638&appid=28 1/1



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

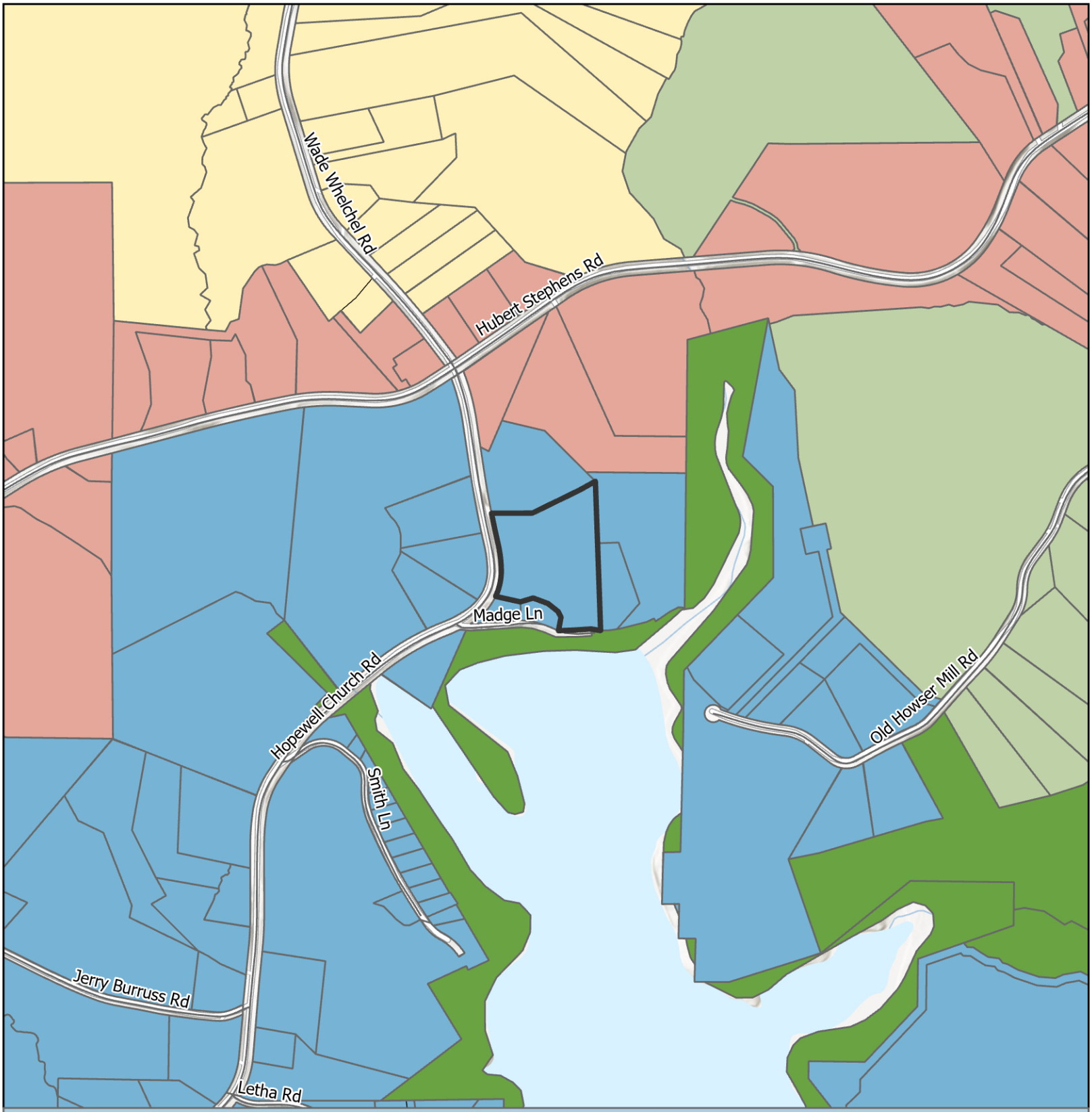
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Rebecca Ramsey & Zachary Barrett
Tax Parcel #: 11058 000004
Location: 5218 Hopewell Church Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Future Land Use Map

Subject Area
City Limits

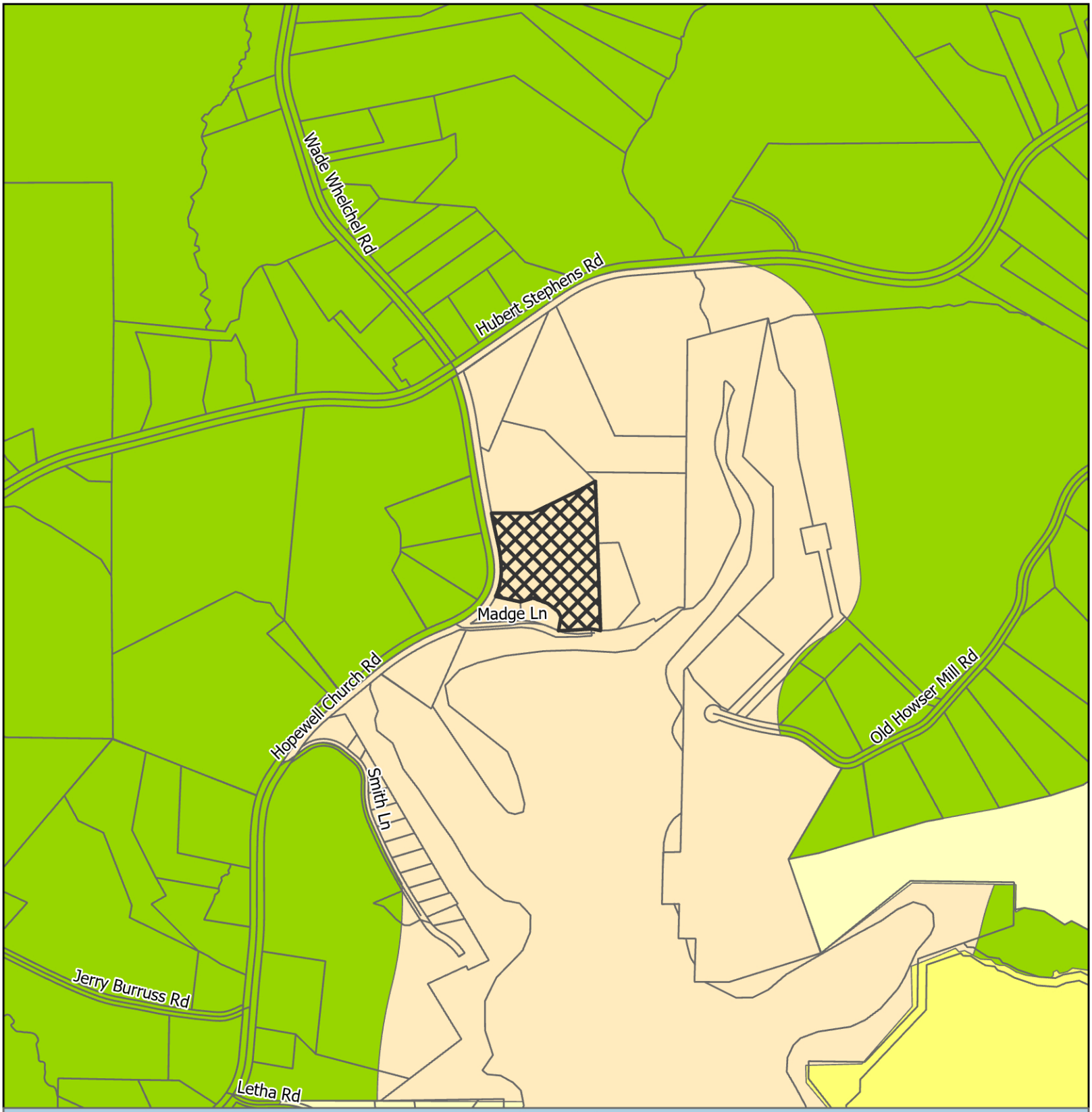
FLU

- Greenspace - Conservation
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood
- Rural Scenic Corridors

Applicant: Rebecca Ramsey & Zachary Barrett
Tax Parcel #: 11058 000004
Location: 5218 Hopewell Church Road
Commission District: 3

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

Date Prepared: 9/8/2026



Zoning Map

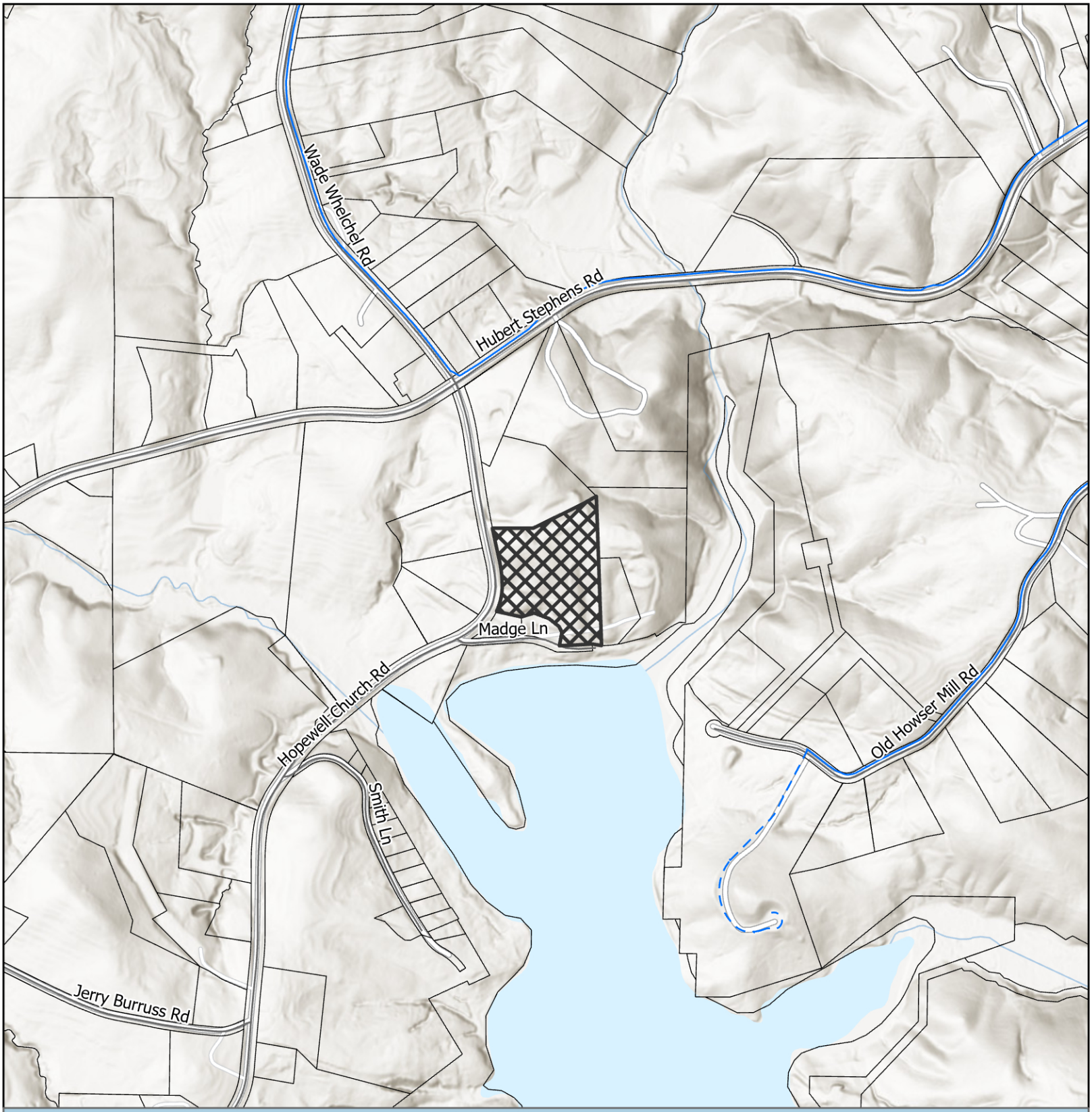
Subject Area
City Limits

Zoning
- AR-1
- PRD
- R-1
- V-C

Applicant: Rebecca Ramsey & Zachary Barrett
Tax Parcel #: 11058 000004
Location: 5218 Hopewell Church Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026



Utilities Map

- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: Rebecca Ramsey & Zachary Barrett
Tax Parcel #: 11058 000004
Location: 5218 Hopewell Church Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

Site Plan & Aerial Map

Subject Area

Applicant: Rebecca Ramsey & Zachary Barrett
Tax Parcel #: 11058 000004
Location: 5218 Hopewell Church Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/8/2026

000444

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 6225
PAGE (S) 444 THIS 7
DAY OF Dec 2007 AT 12:30pm
DWIGHT S. WOOD, CLERK BY mcr

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 12.7.07
DWIGHT S. WOOD
Clerk Superior Court
By mcr
069-2007-009135

Return Recorded Document to:
McLocklin, Murphy & Dishman, LLP
P. O. Box 766
Winder, GA 30680

039186

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BARROW

File #: **R06-1633**

This Indenture made this **5th** day of **November, 2007** between **Charles A. Barrett**, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Charles A. Barrett and Elizabeth H. Barrett**, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 58 of the 11th District, G.M, Hall County, Georgia, encompassing 8.74 acres and being more particularly described and delineated according to a plat and survey entitled "Survey for Charles A. Barrett" prepared by Patton-Boyer, Inc., certified by Robyn G. White, Georgia Registered Land Surveyor No. 3070, dated September 11, 2007 and recorded in Plat Book 858, page 29, **in the Office of the Clerk of Superior Court Hall County, Georgia records; which plat and the recording thereof are hereby incorporated herein by reference for a more detailed description of the property.**

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record, affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE,** together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Charles A. Barrett (Seal)
Charles A. Barrett

Signed, sealed and delivered in the presence of:

Jody Wheeler
Witness

Notary Public, State of Georgia
My Commission Expires:

CHRISTINE M. SHANER NOTARY PUBLIC GEORGIA EXPIRES DEC 30, 2009

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: September 2, 2026

Subject: October 8, 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.

* 5218 Hopewell Church Road, Barrett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 1322 Ralson Street, Felix: No comment. Public Sewer.

* 102 Near Way, Ochoa: Please be advised that site plan submitted with application does not correctly represent the existing septic system, which is under the existing parking area. The existing septic system cannot support the proposed use and no area is available to repair the septic system at time of failure; therefore, connection to public sewer is required. Body Art Establishment plan review/permitting will be required. Connection to public sewer is required for Boday Art Establishment. Please note that BOC approval does not imply approval from other county departments.

* 3710/3716/3728 Jones Drive, Hudson Land Holdings: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 3004 Candler Road, Sullins Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that BOC approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Lynn Taylor (Planning)

From: Hash, Christopher M <CHash@dot.ga.gov>
Sent: Monday, August 31, 2026 10:05 AM
To: Kaitlyn Elliott (Planning); Lynn Taylor (Planning)
Cc: Liliana Cortez (Planning)
Subject: RE: Tentative Planning & Zoning items for October 8, 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 Kaitlyn,

Please see the below responses from our office in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Liliana Cortez (Planning) <lcortez@hallcounty.org>
Sent: Friday, August 28, 2026 3:27 PM
Subject: Tentative Planning & Zoning items for October 8, 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 afternoon,

The Tentative Planning Items for the **October 8, 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.

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, September 9, 2026.**

Please email all comments to both as Kaitlyn is out of office:

• Lynn – ltaylor@hallcounty.org

• Kaitlyn – kelliott@hallcounty.org

Please use the links below.

- **5218 Hopewell Church Road** | **Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

Off-system. No impacts expected to the State Highway System.

- **(A) 1322 Ralston Street** | **Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street** | **Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 102 Near Way** | **Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way** | **Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
- **(B) 3710, 3716 & 3728 Jones Drive | Special Use |** for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

Off-system. No impacts expected to the State Highway System.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

On System, coordination required for consideration of commercial driveway access.

Thank you,

Liliana Cortez
Planning technician

Hall County Planning and Zoning
Desk: 770-297-2695
Office: 770-531-6809
2875 Browns Bridge Road, Gainesville GA 30504
Web: https://www.hallcounty.org/150/Planning-Zoning
Email: lcortez@hallcounty.org

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.

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: September 9, 2026

Subject: October 8, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 8, 2026, meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveways should be located at a point that maximizes sight distance.
  - **Utilities:** Property is located in the Hall County sewer district, but sewer infrastructure is not in this area.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
- **(B) 1322 Ralston Street | Variance to Section 5.3** | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- **Engineering**: No comment
- **Traffic:** There are no traffic concerns with the proposed ADU and the setback variances.
- **Utilities:** This property is in the Gainesville service district.

- **(A) 102 Near Way | Rezone** | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - **Traffic:** There are no traffic concerns with the proposed rezoning and special use request.
  - **Utilities:** This property is in the Gainesville service district.

- **(A) 3710, 3716 & 3728 Jones Drive | Rezone |** from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**
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  - **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
  - **Traffic:** There are no traffic concerns with the proposed 3-lot subdivision. The proposed driveway should be located at a point that maximizes sight distance.
  - **Utilities:** This property is in the Buford service district.

- **(A) 3004 Candler Road | Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- **(B) 3004 Candler Road | Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

  - **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

- **Traffic:** A common access driveway will be required. See Hall County code sections 12.40.170 through 12.40.220 for requirements. An approved G-Dot access permit will be required before a land disturbance permit will be approved by Hall County Public Works.
- **Utilities:** Property is located in the Gainesville-Hall sewer district, but sewer infrastructure is not in this area.

HALL COUNTY
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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: 9/4/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/8/2026
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 10/8/26 meeting. Upon review, we provide the following comments.

- **5218 Hopewell Church Road | Special Use** | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

The Hall County Fire Marshal's Office has no comments as proposed.

- **(A) 1322 Ralston Street | Special Use** | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

- **(B) 102 Near Way | Special Use** | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

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The Hall County Fire Marshal's Office has no comments as proposed.

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The Hall County Fire Marshal's Office has no comments as proposed.

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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 Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 1
e: permits@hallcounty.org

INTERIM DEVELOPMENT SERVICES DIRECTOR
Barry Shaw

INTERIM CHIEF BUILDING OFFICIAL
Cody Edwards

To: Katie Ahmed, Director of Planning and Zoning

From: Barry Shaw, Interim Director of Development Services

Date: September 4, 2026

Subject: October 8, 2026

5218 Hopewell Church Road | Special Use | for a minor subdivision | on an 8.74± acre portion of a tract located on the east side of Hopewell Church Road approximately 275 feet north of its intersection with Madge Lane | Zoned AR-1 & V-C; Tax Parcel 11058 000004 (pt) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Rebecca Ramsey & Zachary Barrett, applicants**

- No comment.

(A) 1322 Ralston Street | Special Use | to expand a non-conforming use | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit** | Commission District 4 | **Sergio Felix, applicant**
(B) 1322 Ralston Street | Variance to Section 5.3 | to reduce the minimum yards | on a 0.17± acre tract located on the west side of Ralston Street approximately 200 feet north of its intersection with Hazel Street | Zoned H-B; Tax Parcel 00126 006013 | **Proposed Use: Accessory dwelling unit & to bring an existing single-family residence into compliance** | Commission District 4 | **Sergio Felix, applicant**

- No comment.

(A) 102 Near Way | Rezone | from Office Institutional (O-I) to Highway Business (H-B) | on a 0.25± acre tract located on the northeast corner of Near Way and McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Uses permitted in H-B** | Commission District 4 | **Janeth Ochoa, applicant**
(B) 102 Near Way | Special Use | to allow for microblading as classified as a "tattoo parlor" | on a 0.25± acre tract located on the northeast corner of Near Way ane with McConnell Drive | Zoned AR-1; Tax Parcel 00133 011007 | **Proposed Use: Microblading as classified as a "Tattoo Parlor" in the UDC** | Commission District 4 | **Janeth Ochoa, applicant**

- No comment.

(A) 3710, 3716 & 3728 Jones Drive | Rezone | from Agricultural Residential (AR-1) to Residential (R-1) | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

(B) 3710, 3716 & 3728 Jones Drive | Special Use | for a minor subdivision | on a 2.672± acre tract located on the west side of Jones Drive approximately 440 feet south of its intersection with Friendship Road | Zoned AR-1; Tax parcels 08156 002004B, 08156 002004C, 08156 002004 | **Proposed use: 3-lot subdivision** | Commission District 1 | **Hudson Land Holdings, LLC, applicant**

- Applicant would be required to get demo permits for all structures from Building Inspections before building new structures. All structures that were built prior to 1980 will require asbestos inspections an reports by a state licensed asbestos inspector. Building Inspections has no further comments.

(A) 3004 Candler Road | **Rezone** | from Agricultural Residential (AR-1) to Light Industrial (I-1) | on an 8.19± acre tract located on the southwest corner of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: Uses permitted in I-1** | Commission District 3 | **Sullins Engineering, LLC, applicant**
(B) 3004 Candler Road | **Special Use** | for a nonresidential subdivision | on an 8.19± acre tract located on the southwest side of Candler Road and Dale Road | Zoned AR-1; Tax Parcel 15025 000006A | **Proposed Use: 5-lot subdivision** | Commission District 3 | **Sullins Engineering, LLC, applicant**

- There is an existing 1989 Fleetwood manufactured home on the property that will require demolition. Additionally, the permitted 40' x 40' workshop and 20' x 22' carport were never inspected by Hall County following permit issuance.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than 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 September 10, 2026 **AND NO LATER THAN** September 16, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 16, 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, Rebecca Ramsey (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9/13/26 (Date) **for** Rebecca Ramsey + Zach Barnett (Name application filed as)

Signature Becca R Ramsey
(The original document is required)

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: REBECCA RAMSEY & ZACHARY BARRETT
REQUEST: SPECIAL USE FOR A 3-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 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
REBECCA RAMSEY & ZACHARY BARRETT
SPECIAL USE FOR A
3-LOT SUBDIVISION
Date: N/A
Time: N/A
Date: OCT. 08, 2026
Time: 6:00 PM

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: REBECCA RAMSEY & ZACHARY BARRETT
REQUEST: SPECIAL USE FOR A 3-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT. 08, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BRONCO 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: REBECCA RAMSEY & ZACHARY BARRETT
REQUEST: SPECIAL USE FOR A 3-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT 08, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
04-2024

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 664/2026

SUBJECT: Approve the sole source purchase of one (1) Godwin HL200 portable dewatering pump for Public Works & Utilities to Hydra Service, Inc of Warrior, AL, in the amount of $174,269.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase of one (1) Godwin HL200 portable dewatering pump for Public Works & Utilities to Hydra Service, Inc of Warrior, AL, in the amount of $174,269.00.

History:

Facts and Issues:
Hydra Service, Inc of Warrior, Alabama is the sole representative and direct distributor for Godwin brand of Xylem Inc in the State of Georgia and Alabama.

Godwin brand of Xylem Inc is the only manufacturer known to currently build a portable pump which provides the necessary head pressure to meet our pumping requirements for our larger regional lift stations such as Crystal Farms, Mulberry Creek, Gateway Master, Reunion, etc.

Options:

Funding Requested	$ 174,269.00
Are funds within current budget?	Yes
Source of Funds	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:

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

Attachments:
Financial Supplement
Quote for Pump from Hydra Service, Inc
Xylem Letter for Sole Source
Sole Source Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 664/2026

Funds Requested: $ 174,269.00

Request Budgeted: Yes

Proposed Source of Funding:

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	542500-OTHER EQUIPMENT	$174,269.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 7705316800

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

P.O. Box 365, 2104 Hwy 160, Warrior AL 35180
Telephone (205) 647-5326 Fax (205) 647-7449

TO:	Tim Bollinger	FROM:	Rick Wells
BUS:	Hall County Services/Accounts Payable PO Box 1435 Gainesville, GA 30503-1435	PHONE:	770-294-0372
PHONE:	470-691-4140	DATE:	August 5, 2026
EMAIL:	tbollinger@hallcounty.org	QUOTE:	0726-214
REF:	HL200 Skid		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
Pump To Include the Following:	
1	HL200 Critically Silenced skid mounted pump
	with a T3 John Deere 6068H485 engine auto throttle and Primeguard 2 control
	Gauge - Liquid Filled Vacum 0-30f std 2-1/2" mounted on suction w B/V
	Gauge - Liquid Filled Pressure 0-100psi std 2-1/2" mounted on discharge w B/V
	Primeguard Floats
	Block Heater
	Battery Charger
	(1) 12V Light Mounted Over PG with 15 minute Timer
	(2) 12V LED Work Lights with 15 minute Timer above suction
	Double Gang GFCI Duplex Receptacles
	Submittals
	As-Builts
	start up /training
	Emergency Standby Engine Code
Delivery	
	Delivery included

TOTAL PRICE: $174,269.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

Richard Wells — REVIEWED BY HSI REPRESENTATIVE

8/5/2026 — DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

HL200M Dri-Prime® Pump

The Godwin Dri-Prime HL200M pump offers flow rates to 2540 USGPM and has the capability of discharge pressures to 139 psi.

The HL200M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

High discharge pressure, dry-running, and portability make the HL200M the perfect choice for mining, industrial and emergency fire backup applications.

Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment or control. Optional automatic on-off control available on the priming system.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70dBA at 30'.
- Standard engine Caterpillar C7 (T3 Flex). Also available with John Deere 6068HFC94 (IT4).

Specifications

Suction connection	8" 150# ANSI B16.5
Delivery connection	6" 150# ANSI B16.5
Max capacity	2540 USGPM †
Max solids handling	1.5"
Max Impeller diameter	15.7"
Max operating temp	176°F*
Max working pressure	139 psi
Max suction pressure	87 psi
Max casing pressure	209 psi
Max operating speed	2000 rpm

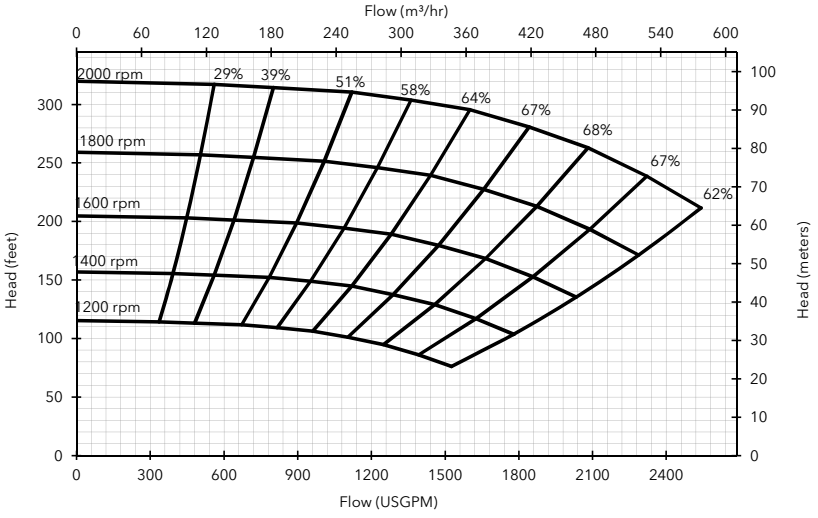
* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown.
All information is approximate and for general guidance only.

godwin
a xylem brand

Performance Curve



Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast Iron
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

Engine option 1

Caterpillar C7 (T3 Flex), 225 HP @ 2000 rpm

Impeller diameter 15.7"

Pump speed 2000 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	199	226	256	274	298
	Output (USGPM)				
10	2516	2264	1971	1635	629
15	2277	2235	1887	1593	503
20	2013	1929	1808	1510	419
25	1258	1234	1193	1151	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 12.2 US Gal/hr

Max Fuel consumption @ 1800 rpm: 11.9 US Gal/hr

Weight (Dry): 6,330 lbs

Weight (Wet): 7,620 lbs

Dimensions: (L) 147" x (W) 55" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Engine option 2

John Deere 6068HFC94 (IT4), 220 HP @ 2000 rpm

Impeller diameter 15.7"

Pump speed 2000 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	199	226	256	274	298
	Output (USGPM)				
10	2516	2264	1971	1635	629
15	2277	2235	1887	1593	503
20	2013	1929	1808	1510	419
25	1258	1234	1193	1151	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 10.9 US Gal/hr

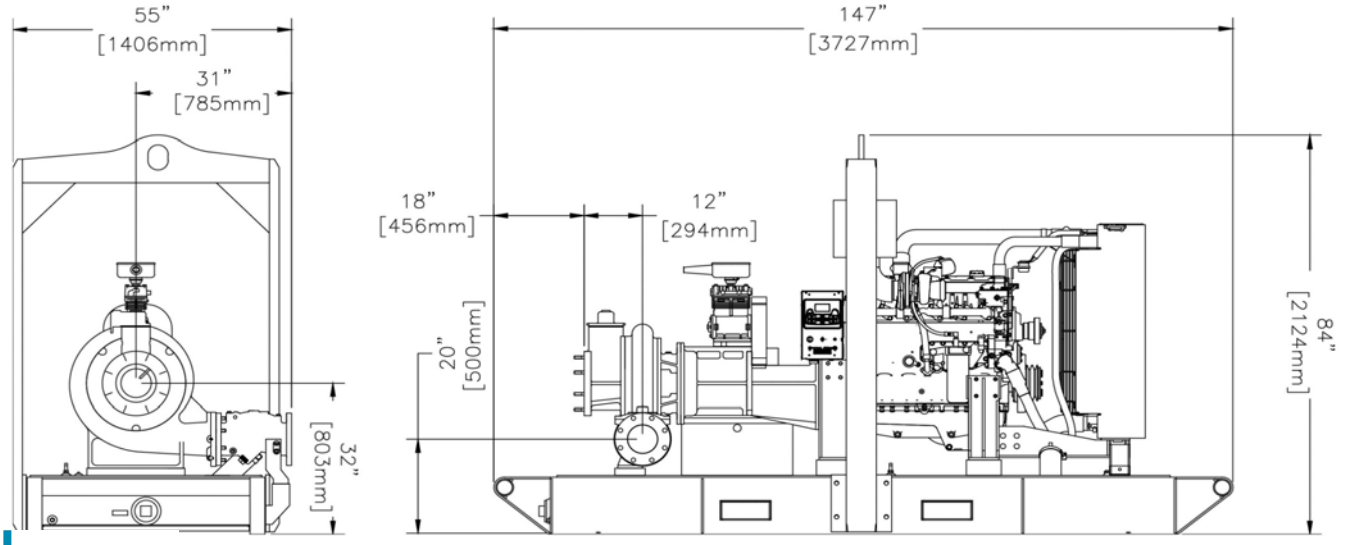
Max Fuel consumption @ 1600 rpm: 10.0 US Gal/hr

Weight (Dry): 6,500 lbs

Weight (Wet): 7,790 lbs

Dimensions: (L) 147" x (W) 55" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



xylem
Let's Solve Water

84 Floodgate Road
Bridgeport, NJ 08014 USA
(856) 467-3636 . Fax (856) 467-4841
Email: sales@godwinpumps.com

Reference number : 95-1112-3000
Date of issue : February 26, 2014
Issue : 3

www.godwinpumps.com

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Xylem Dewatering Solutions
84 Floodgate Road, Bridgeport, NJ 08014
Tel +1.315.276.8636

January 6th, 2026

To whom it may concern,

Xylem Inc, Godwin brand, is the manufacturer of Godwin pumps and parts. All equipment, components and parts associated with your Godwin equipment should originate from OEM Factories.

Godwin, a Xylem brand, uses Hydra Service Inc. as its sole representation/direct distributor in the State of Georgia and Florida. All inquiries regarding Godwin equipment and parts as well as service should be carried out through Hydra Service Inc. Below is their contact information.

Hydra Service Inc.
150 Dean Goss Rd
Jasper, GA 30143
(706) 807-2383

If there are any questions concerning the above statement, please feel free to contact me
Sincerely,

Jay Andrade
Sr Channel Sales Manager
Xylem Inc.
84 Floodgate Road
Bridgeport, NJ 08014, USA
M: 404.569.7395
Jay.Andrade@xylem.com

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.
Letter from Original Equipment Manufacturer (required): **Attached**

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 594/2026

SUBJECT: Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the McEver Road at Chamblee Road and McEver Road at Radford Road Intersection Improvement Projects in the estimated amount of $2,500,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: JG

Recommendation:
Approve application.

Purpose of Request:
Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the McEver Road at Chamblee Road and McEver Road at Radford Road Intersection Improvement Projects in the estimated amount of $2,500,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

History:

This would be Hall County's first CMAQ award. Application for the Gateway Pedestrian Bridge also submitted for this round of applications.

Facts and Issues:

Options:

The Georgia Department of Transportation is administering a second round of the Competitive Funding Proposal (CFP) for the Congestion Mitigation and Air Quality (CMAQ) Improvement program. This process is designed to streamline project intake and evaluation, simplifying the application process for local agencies seeking federal funding support in eligible metro-Atlanta areas. Hall County is within the eligible area.

Eligible project types may include roundabouts, intersection improvements, traffic signalization, traffic engineering, intelligent transportation systems, and other projects that contribute to congestion mitigation and/or air quality improvements.

NOFO Information Release Date: 8/26/2026

Application Due Date: 9/17/2026

Funding Requested	$ 500,000.00
Are funds within current budget?	Yes
Source of Funds	Multiple Grant Fund and SPLOST IX
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?	2026-09-24

Approvals:

Submit	Approve	Grants	Budget
JW	JG	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
CMAQ Funding Commitment Letter - McEver Roundabouts
CMAQ Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 594/2026

Funds Requested: $ 500,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grant Fund and SPLOST IX

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	325-SPLOST IX	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	$500,000.00
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	334110-STATEâ€OPERATING DIRECT	$-2,000,000.00
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	$2,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Application Due Date 9/17/2026. If funds are awarded, the County's CIP can be adjusted at that time to reflect any cash match that maybe required for these intersection improvements.

Contact for Questions: JW

Phone: 678-622-0426

October 5, 2026

Georgia Department of Transportation, Office of Planning
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

Re: Georgia Department of Transportation (GDOT) Competitive Funding Proposal (CFP) for Transportation Alternatives (TA) and Congestion Mitigation and Air Quality Improvement Programs

To Whom It May Concern,

On Behalf of the Hall County Board of Commissioners, I am pleased to provide this letter of funding commitment in the amount of $500,000.00 in matching support for the Georgia Department of Transportation (GDOT) Competitive Funding Proposal (CFP) Congestion Mitigation and Air Quality Improvement grant application for the two (2) proposed Hall County intersection improvement projects: McEver Rd. at Chamblee Rd. and McEver Rd. at Radford Rd. We are requesting $2,500,000.00 in funding assistance to complete the total proposed project cost of $13,500,000.00. This cost share is being committed in the form of cash.

The Hall County Board of Commissioners certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The following information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, contact Sommer Green, Hall County Grants Manager, at 770-297-5503.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 1: Applicant Info

1.1. Project Name and Title*

Intersection Improvements at McEver Road at Chamblee Road and McEver Road at Radfor

1.2. Brief 1-2 sentence description of project*

Example: We are requesting funds to convert a four-leg intersection at SR72 and Georgia Drive into a roundabout. We also intend to construct 1500 linear feet of 6' wide sidewalk along the SW side of SR72 from Columbus Drive to Augusta Rd.

Hall County is requesting funding to convert two intersections to roundabouts at the following locations: (1) McEver Road at Chamblee Road and (2) McEver Road at Radford Road.

The existing signalized four-leg intersection at McEver Road at Chamblee Road would be converted to a single-lane roundabout with proposed lighting in the corridor.

The existing "T" intersection at McEver Road at Radford Road would be converted to a single-lane roundabout with proposed lighting in the corridor.

508

1.3. Project Applicant Name*

Name (first and last) of individual submitting the application

Hall County, Georgia

1.4. Applicant Phone Number*

Phone number for individual submitting the application. Use ten digit number with no dashes or spaces.

123 7702975503

1.5. Applicant Email Address*

Saved

sgreen@hallcounty.org

1.6. Name of City, County, or Organization*

Hall County Government

1.7. Will you as the applicant also be the project sponsor?*

- (●) Yes
- ( ) No

1.8. Is the project sponsor in compliance with DOAA reporting requirements?*

The Georgia Department of Audits and Accounts (DOAA) compliance dashboard can be found here

- (●) Yes
- ( ) No

1.9. Are the project sponsor and project manager Local Administered Project (LAP) certified by GDOT?*

GDOT's list of LAP certified Local Public Agencies can be found here

- ( ) Yes
- (●) No

Saved

1.10. Does the project sponsor intend to deliver the project, or would they like GDOT to deliver the project?*

Yes; Hall County's GDOT LAP Re-Certification Application is currently under GDOT review

1.11. Does any part of the project fall outside of the jurisdiction you are applying on behalf of?*

If yes, you will be asked to provide documentation of support from impacted jurisdictions

- ○ Yes
- ◉ No

Back Next

Powered by ArcGIS Survey123

Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 2: Project info

2.1. Did you apply for funding for this project in the 2025 TA and CMAQ Competitive Funding Proposal?*

- ( ) Yes
- (•) No

2.2. Choose a Primary Project Type*

Traffic Flow Improvements

2.3. Choose a Secondary Project Type (if applicable)

Intersection Improvements

2.4. Roadway Description (check all that apply)*

Reference GDOT's roadway functional classification map for help identifying the proper description. If you choose "other" you will be asked to provide a description of the corridor characteristics.

- [ ] Principal Arterial
- [x] Minor Arterial
- [ ] Major Collector

Saved

- [x] Local Road
- [ ] State Route
- [ ] Designated Evacuation Route
- [ ] National Highway System (NHS)
- [ ] None/Unknown
- [ ] Other

2.5. Project Termini/Limits:*

Location 1: Intersection of McEver Road at Chamblee Road (34.225094, -83.905740); Locat

2.6. Describe the underlying challenges which this project is intended to address.*

Location 1 (McEver Rd & Chamblee Rd): This signalized intersection lacks dedicated turn lanes on Chamblee Road and Allen Circle. This causes traffic queues, delays, and an increased risk of rear-end crashes and risky turning maneuvers as vehicles wait for gaps in McEver Road traffic. Queued and turning vehicles can also create conflicts with peds and cyclists crossing the arterial. As traffic volumes increase along the minor arterial, these operational deficiencies are expected to become more pronounced.

Location 2 (McEver Rd & Radford Road): The existing T intersection of McEver Road at Radford Road has no dedicated turn lanes traffic flow, queuing, safety, and limited capacity challenges. Left and right turning vehicles must utilize shared travel lanes resulting in recurring queues, increase delays, and contribute to rear-end and turning related crashes. Operational deficiencies are problematic will become more pronounced as traffic volumes increase.

33

Saved

2.7. List all project components that you are requesting CMAQ funding for.*

Concept Development/Preliminary Engineering

957

2.8. Describe the anticipated outcomes of this project.*

Both intersection improvement project locations have been proposed as roundabouts to address the safety, traffic volume and storage, sight-distance, and enhance overall safety and mobility of each intersection. Proposed roundabouts can address many safety and operational concerns by separating and reducing conflicting traffic movements, reducing stopping and queuing, and providing continuous opportunities for traffic to enter and circulate through the intersection. This also can provide continuous movement of emergency vehicles move quickly and efficiently through these intersections resulting in increased emergency response time.

360

2.9. Describe the current typical section or existing condition for the project corridor or project site.*

Saved

Road and Allen Circle is currently signalized with north and south bound turn lanes along McEver Road. Chamblee Rd. enters McEver Rd. to the east with Allen Circle to the west. McEver Rd. has 12′ travel lanes with approximately 130′ left turn lanes and an approximately 220′ taper. The intersection contains pedestrian crosswalks and pedestrian signals and no sidewalks and no curb and gutter.

Location 2 (McEver Rd & Radford Road): The unsignalized "T" intersection of McEver Road at Radford Road has 12′ travel lanes with no pedestrian signals or sidewalks. Radford Road enters McEver Road from the east and no curb and gutter.

286

2.10. Describe the proposed typical section for the project corridor.*

The proposed single lane roundabout design for each location would include 12′ to 14′ travel lanes, splitter islands, a truck apron, a landscaped or grassed central island, and curb and gutter. Lighting is anticipated to be included in the scope of work. No sidewalks are anticipated at these locations as current sidewalks are not present within the corridors. Roundabout design will follow the full GDOT PDP process.

580

2.11. Include GDOT project identification number (if applicable)

Enter the 8-character ID

Not applicable.

2.12. Include TIP project identification number (if applicable)

Not applicable.

2.13. Have you previously coordinated with a GDOT office on this project?*

- [ ] District
- [ ] Bridge

- [ ] Capital Maintenance
- [ ] Safety
- [x] No coordination
- [ ] Other

Back Next

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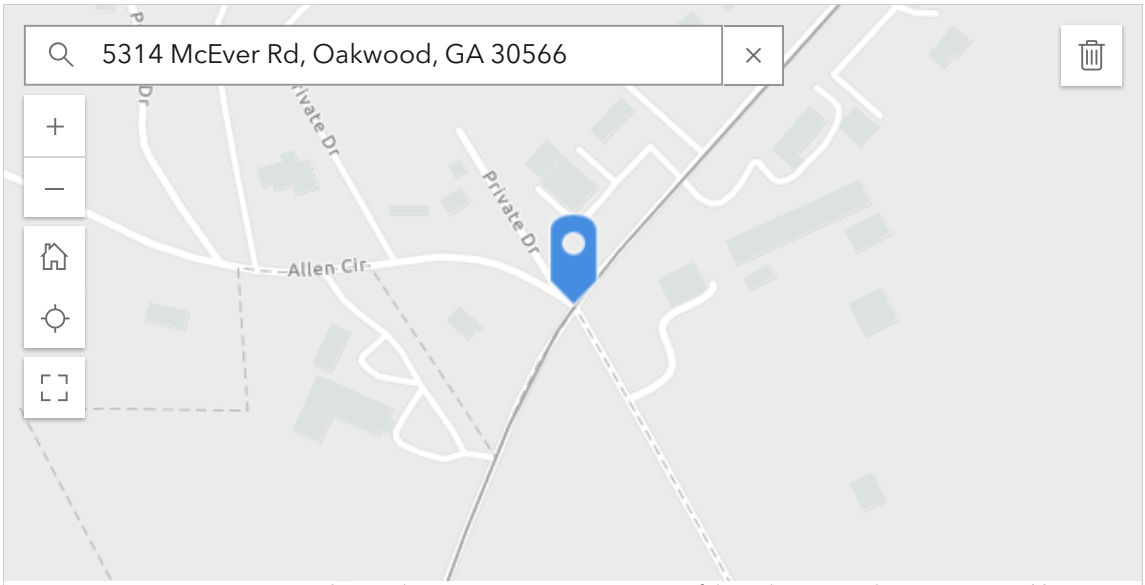
Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 3: Project Location

3.1. Please identify the project location as a pin on the map below. For projects extending the length of a corridor, identify the approximate center of the project area.*

Use your mouse to pan to the correct area, then click once to drop a pin at the project location. To delete pin, click the trash can in the top right corner of the map.



Lat: 34.225117 ° Lon: -83.905724 °

3.2. Do you have a shapefile?*

- ○ Yes
- ◉ No

3.3. Do you have another map that identifies the project location or area impacted by your project?*

Saved

No

3.4. Please upload the map files*

PDF Project Location Map_Roundabouts.pdf 17.1MB

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 4: Project Funding

4.1. Do you anticipate flexing FHWA funding awarded through this CMAQ CFP to the Federal Transit Administration (FTA) for the purposes of project delivery?*

- ○ Yes
- ◉ No

4.2. What is the estimated cost to complete the project?*

Include the total cost - both locally committed funding as well as the funding support you are requesting for all remaining phases

123 13500000

4.3. When was the above estimate created?*

2026

Previously Completed Work

4.4. Has any work been completed for your proposed project?*

- ○ Yes
- ◉ No

Saved

Current Project Phase

4.6. What is the current phase of your project?*

- (●) Preliminary Engineering
- ( ) Right-of-Way
- ( ) Utilities
- ( ) Construction
- ( ) Other

Preliminary Engineering

4.6.a. Total estimated phase cost:*

123 2500000

4.6.b. Non-Federal local match for this phase:*

123 500000

4.6.c. Other funding (amount and source) for this phase:*

0

4.6.d. Requested CMAQ federal funding for this phase:*

Saved

4.6.e. If awarded, year you anticipate initiating work on this phase.*

2027

4.7. Do you have another current phase that you'd like to apply for CMAQ funding support?*

- ○ Yes
- ◉ No

Future Project Phases

4.8. Please select future phases not detailed in previous or current phases above (select all that apply).*

- ☐ Preliminary Engineering
- ☑ Right-of-Way
- ☐ Utilities
- ☑ Construction
- ☐ None
- ☐ Other

Saved

Right-of-Way

Are you seeking CMAQ funding to support this phase?*

- ○ Yes
- ◉ No

Total estimated phase cost:*

123 2000000

Non-Federal local match for this phase:*

123 2000000

Other funding (amount and source) for this phase:*

2000000 - SPLOST IX

Requested CMAQ federal funding for this phase:*

123 0

If awarded, year you anticipate initiating work on this phase.*

2029

Construction

Saved

Are you seeking CMAQ funding to support this phase?*

- ○ Yes
- ◉ No

Total estimated phase cost:*

123 8000000

Non-Federal local match for this phase:*

123 8000000

Other funding (amount and source) for this phase:*

8000000 - SPLOST IX

Requested CMAQ federal funding for this phase:*

123 0

If awarded, year you anticipate initiating work on this phase.*

2030

Saved

4.9. Did you apply for a Georgia Transportation Infrastructure Bank grant or low interest loan in the recent SRTA call for projects?*

Georgia Transportation Infrastructure Bank Loan - website

- ○ Yes
- ◉ No

4.10. Are you actively pursuing or have you recently pursued other discretionary funding for this project?*

- ○ Yes
- ◉ No

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 5: Supporting Plan, Studies, and Documentation

5.1. Is there a completed or draft GDOT concept report available for this project?*

- ( ) Yes
- (•) No

5.2. Is this project included in a local, regional and/or statewide plan? (select all that apply)*

- [x] Local
- [ ] Regional
- [ ] Statewide
- [ ] Other
- [ ] NA / unknown

5.2.a1. Name of local plan supporting the project*

The McEver Rd. at Radford Rd. intersection improvement is part of the approved Gainesvill

5.2.a2. Date local plan was completed*

Saved

5.2.a3. Upload the local plan if available

PDF 2055-mtp-project-sheets-june-12-2026.pdf 5.0MB

5.3. Outside of a planning document, have you received formal support from local, regional or state partners for this project?*

(Letters of support, signed resolutions, etc.)

- ○ Yes
- ◉ No

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 6: Additional Project Info

6.1. Does the project increase or reduce the number of traffic lanes in any portion of project?*

- ○ Yes
- ◉ No

6.2. Does the project require ROW acquisition, including construction easements, from a potential historic or National Register listed property?*

- ○ Yes
- ◉ No

6.3. List known utilities in the project area and describe any utility coordination done to date.

No utility coordination has been done at this time.

Location 1 (McEver @ Chamblee): 8" & 12" City of Gainesville waterline, 10" City of Gainesville Sewer Force Main, existing overhead utilities

Location 2 (McEver @ Radford): 8" & 12" City of Gainesville waterline, 8" City of Flowery Branch gravity sewer line

689

6.4. Will this project require any displacements?*

Saved

- [x] No

6.5. Does your project provide safety improvements?*

- [x] Yes
- [ ] No

6.5.a. Please describe the benefits*

If available, please provide any relevant historical crash data, anticipated reductions and qualitative description of safety benefits

Saved

through August 31, 2026 per GDOT GEARS.

Location 1 (McEver @ Chamblee):
2024: 1 - side swipe
2025: 3 - angle crashes; 2 - rear-end crashes; 5 injuries
2026: none reported to date

Location 2 (McEver @ Radford):
2024: 1 - angle crash; 2 - rear-end crashes
2025: 2 - angle crashes; 4 - rear-end crashes; 1 - lane departure; 8 injuries
2026: 1 angle crash; 2 - rear-end crashes; 1 injury

Traffic Data from GDOT TADA nearest to each location.
Location 1 (McEver @ Chamblee): Site ID:139-0474
2023: 12,800 AADT
2024: 12,900 AADT
2025: 13,600 AADT
Single Unit AADT: 719
Combo Unit AADT: 158
Truck %: 6%

Location 2 (McEver @ Radford): Site ID:139-0471
2023: 11,900 AADT
2024: 12,000 AADT
2025: 13,000 AADT
Single Unit AADT: 569
Combo Unit AADT: 140
Truck %: 5%

According to FHWA data, compared to a signalized intersection, a roundabout reduces fatal and injury crashes by 78%.

42

6.6. Does your project provide congestion relief?*

- (●) Yes
- ( ) No

6.6.a. Please describe the benefits*

Provide any anticipated LOS improvements, reduced delay, travel time reliability and qualitative description of congestion reduction benefits

Saved

delays. These increase travel time reliability because drivers maintain a slow, steady speed through the intersection, avoiding long queues, and making travel times more predictable. Congestion relief is achieved by reducing conflict points within the intersection and eliminating left turn phases. At lower speeds in the intersection, drivers can safely accept smaller gaps between vehicles, which maximizes the actual throughput capacity of the intersection.

459

6.7. Are there emission reduction benefits associated with your project? *

- (●) Yes
- ( ) No

6.7.a. Please describe the benefits*

Provide specific benefits such as reduced VOC, NOx, other pollutant reductions, alternative fuel use, or other qualitative emission benefits.

Studies show a reduction in VOC, NOx, other pollutant reductions and roundabout intersections due to the reduced idling times, traffic delays, and reduced acceleration cycles. Removing queuing delays and conflicts will further reduce emissions at each proposed roundabout.

727

6.8. Are there any additional anticipated project justifications and benefits not outlined previously?*

Location 1 (McEver @ Chamblee): McEver Rd. serves as a minor arterial in this area connecting citizens to nearby residences, businesses, places of worship (approximately 230 feet from project location) and school facilities (approximately 0.28 miles from project location).

Location 2 (McEver @ Radford): McEver Rd. serves as a minor arterial in this area connecting citizens to nearby parks, residences and businesses. The area to the north of Radford Rd. is currently vacant land that is zoned to support light industrial development.

461

Saved

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AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 665/2026

SUBJECT: Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the Gateway Pedestrian Bridge (Mundy Mill Road/SR 53) in the estimated amount of $1,350,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Georgia Department of Transportation (GDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) grant program for Public Works & Utilities to begin the preliminary engineering phase of the Gateway Pedestrian Bridge (Mundy Mill Road/SR 53) in the estimated amount of $1,350,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 20% cash match is required.

History:

This would be Hall County's first CMAQ award. Application submitted for two McEver roundabouts this round of grant application.

Facts and Issues:

Options:

The Georgia Department of Transportation is administering a second round of the Competitive Funding Proposal (CFP) for the Congestion Mitigation and Air Quality (CMAQ) Improvement program. This process is designed to streamline project intake and evaluation, simplifying the application process for local agencies seeking federal funding support in eligible metro-Atlanta areas. Hall County is within the eligible area.

Eligible project types may include roundabouts, intersection improvements, traffic signalization, traffic engineering, intelligent transportation systems, and other projects that contribute to congestion mitigation and/or air quality improvements.

NOFO Information Release Date: 8/26/2026

Application Due Date: 9/17/2026

Funding Requested	$ 270,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII and 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?	2026-10-08

Approvals:

Submit	Approve	Grants	Budget
JW	JG	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
CMAQ Funding Commitment Letter - Gateway Bridge
CMAQ Application - Gateway Ped Bridge

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 665/2026

Funds Requested: $ 270,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII and Multiple Grant Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	334110-STATEâ€OPERATING DIRECT	$-1,080,000.00
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	$1,080,000.00
2027	324-SPLOST VIII	6149-TRAILS AND GREENSPACE	521000-PROFESSIONAL SERVICES	$270,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: (678) 622-0426

October 5, 2026

Georgia Department of Transportation, Office of Planning
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

Re: Georgia Department of Transportation (GDOT) Competitive Funding Proposal (CFP) for Transportation Alternatives (TA) and Congestion Mitigation and Air Quality Improvement Programs

To Whom It May Concern,

On Behalf of the Hall County Board of Commissioners, I am pleased to provide this letter of funding commitment in the amount of $270,000.00 in matching support for the Georgia Department of Transportation (GDOT) Competitive Funding Proposal (CFP) Congestion Mitigation and Air Quality Improvement grant application for the Gateway Pedestrian Bridge in Hall County, GA. We are requesting $1,350,000.00 in funding assistance to complete the total proposed project cost of $12,870,000. This cost share is being committed in the form of cash.

The Hall County Board of Commissioners certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The following information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, contact Sommer Green, Hall County Grants Manager, at 770-297-5503.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 1: Applicant Info

1.1. Project Name and Title*

Hall County Gateway Pedestrian Bridge

1.2. Brief 1-2 sentence description of project*

Example: We are requesting funds to convert a four-leg intersection at SR72 and Georgia Drive into a roundabout. We also intend to construct 1500 linear feet of 6' wide sidewalk along the SW side of SR72 from Columbus Drive to Augusta Rd.

The Hall County Gateway Pedestrian Bridge project consists of design of a key pedestrian/bicycle bridge with ADA accessible ramps to span six lanes of Georgia State Route 53 adjacent to the University of North Georgia Gainesville campus. The proposed pedestrian bridge would span the entirety of Mundy Mill Rd. (SR 53) minimizing construction impacts to the existing roadway while maximizing long-term durability. Potential use of prefabricated/modular bridge components can reduce construction duration, traffic impacts, and on site disruption.

The proposed bridge would include community gateway branding including energy-efficient LED lighting as approved by the Georgia Department of Transportation. Architectural elements can reflect the surrounding communities identity, history, and character. Decorative elements, landscaping, and gateway treatments can create a recognizable community landmark without compromising transportation functionality.

43

1.3. Project Applicant Name*

Name (first and last) of individual submitting the application

Hall County, Georgia

1.4. Applicant Phone Number*

Phone number for individual submitting the application. Use ten digit number with no dashes or spaces.

Saved

1.5. Applicant Email Address*

Email address for individual submitting the application

sgreen@hallcounty.org

1.6. Name of City, County, or Organization*

Hall County Government

1.7. Will you as the applicant also be the project sponsor?*

- (●) Yes
- ( ) No

1.8. Is the project sponsor in compliance with DOAA reporting requirements?*

The Georgia Department of Audits and Accounts (DOAA) compliance dashboard can be found here

- (●) Yes
- ( ) No

1.9. Are the project sponsor and project manager Local Administered Project (LAP) certified by GDOT?*

GDOT's list of LAP certified Local Public Agencies can be found here

- ( ) Yes

No

1.10. Does the project sponsor intend to deliver the project, or would they like GDOT to deliver the project?*

Yes; Hall County's GDOT LAP Re-Certification Application is currently under GDOT review

1.11. Does any part of the project fall outside of the jurisdiction you are applying on behalf of?*

If yes, you will be asked to provide documentation of support from impacted jurisdictions

- (●) Yes
- ( ) No

1.11.a. Upload documentation of support from other jurisdictions (upto 10 MB).

Drop file here or select file (pdf, doc, docx, xls, xlsx, pptx, ppt, txt)

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 2: Project info

2.1. Did you apply for funding for this project in the 2025 TA and CMAQ Competitive Funding Proposal?*

- ( ) Yes
- (•) No

2.2. Choose a Primary Project Type*

Bike/Ped Infrastructure

2.3. Choose a Secondary Project Type (if applicable)

Regional Trail Connection

2.4. Roadway Description (check all that apply)*

Reference GDOT's roadway functional classification map for help identifying the proper description. If you choose "other" you will be asked to provide a description of the corridor characteristics.

- [x] Principal Arterial
- [ ] Minor Arterial
- [ ] Major Collector

- [ ] Local Road
- [x] State Route
- [ ] Designated Evacuation Route
- [ ] National Highway System (NHS)
- [ ] None/Unknown
- [ ] Other

2.5. Project Termini/Limits:*

GA SR 53/Mundy Mill north of its intersection with Thurmond Tanner Parkway. (34.232144,

2.6. Describe the underlying challenges which this project is intended to address.*

Saved

system to connect many of the communities in Hall County with bike/pedestrian improvements. Because of its overall scope, this multi-year/multi-government effort can only be completed by sequential design and construction of phased improvements.

In May 2026 the GHMPO concluded the most recent update to the H2I Master Plan for the southwesterly extension of the trail from the UNG Gainesville campus to McEver Road and the cities of Oakwood and Flowery Branch. The safe separation of cyclists and pedestrians from heavy vehicle traffic by bridge is the single most important (and expensive) phase identified by the UNG/McEver Master Plan. Additionally, the 2025 UNG Gainesville Campus Master Plan considers only the campus itself and anticipates construction of an additional 1,000 student residence hall units over the next ten years.

75

2.7. List all project components that you are requesting CMAQ funding for.*

Preliminary Engineering

977

2.8. Describe the anticipated outcomes of this project.*

Saved

separated crossing for pedestrians and bicyclists, improving safety and continuity. The overarching goal of this project is to connect pedestrians to the trail corridor as part of the regional Highlands to Islands Trail system strengthening multimodal connections between key destinations, expand access to active transportation options, and contribute to a cohesive trail network that benefits residents, students, and visitors throughout Hall County. The proposed pedestrian bridge would tie into existing sidewalks along Mundy Mill Rd. (State Route 53). The trail plan has been developed to support that vision by completing a thorough analysis of existing conditions, community facilities, and community needs. The study focuses on identifying a safe, accessible, and context sensitive route that enhances regional connectivity while supporting recreation, mobility, and community vitality.

16

2.9. Describe the current typical section or existing condition for the project corridor or project site.*

Existing six (6) lanes of Georgia State Route (SR) 53/Mundy Mill Road with pedestrian sidewalks to the east and west. One signalized intersection north of the proposed project area at Mathis Drive and Georgia State Route (SR) 53/Mundy Mill Road.

755

2.10. Describe the proposed typical section for the project corridor.*

The proposed project provides a grade-separated pedestrian bridge for pedestrians and cyclists spanning the existing six (6) lanes of Georgia State Route (SR) 53/Mundy Mill Road which will tie into the proposed Highlands to Islands 12' multi-use trail.

748

Saved

2.11. Include GDOT project identification number (if applicable)

Enter the 8-character ID

N/A

2.12. Include TIP project identification number (if applicable)

N/A

2.13. Have you previously coordinated with a GDOT office on this project?*

- [ ] District
- [ ] Bridge
- [ ] Capital Maintenance
- [ ] Safety
- [x] No coordination
- [ ] Other

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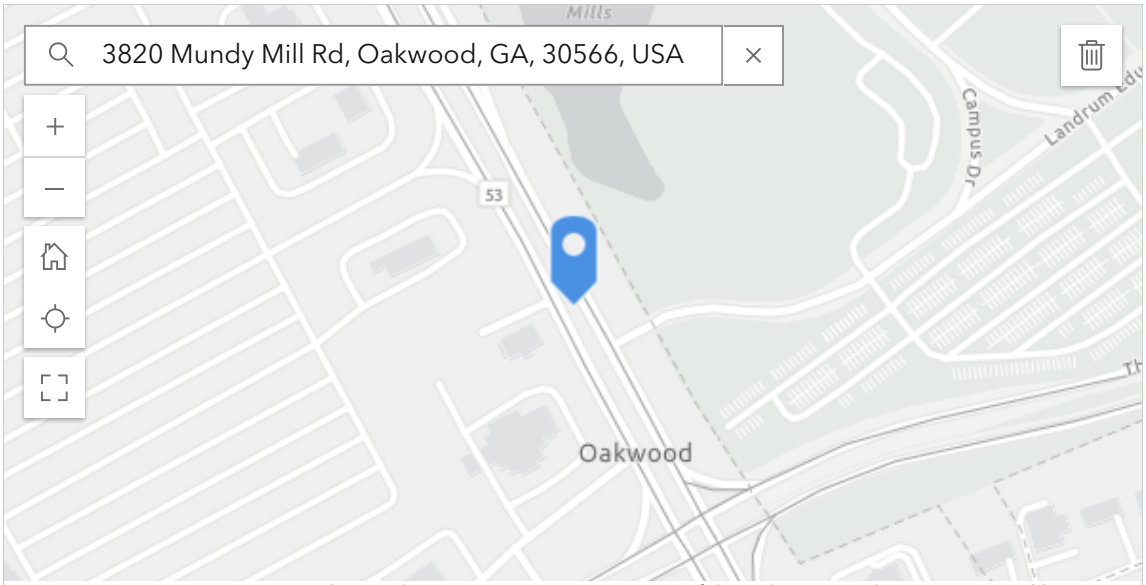
Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 3: Project Location

3.1. Please identify the project location as a pin on the map below. For projects extending the length of a corridor, identify the approximate center of the project area.*

Use your mouse to pan to the correct area, then click once to drop a pin at the project location. To delete pin, click the trash can in the top right corner of the map.



Lat: 34.231863 ° Lon: -83.870449 °

3.2. Do you have a shapefile?*

- ○ Yes
- ◉ No

3.3. Do you have another map that identifies the project location or area impacted by your project?*

Saved

No

3.4. Please upload the map files*

PDF Location_Map_Highlands_to_Islands_Trail_Study_UNG_t….pdf 971.5KB

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 4: Project Funding

4.1. Do you anticipate flexing FHWA funding awarded through this CMAQ CFP to the Federal Transit Administration (FTA) for the purposes of project delivery?*

- ○ Yes
- ◉ No

4.2. What is the estimated cost to complete the project?*

Include the total cost - both locally committed funding as well as the funding support you are requesting for all remaining phases

123 12870000

4.3. When was the above estimate created?*

2026

Previously Completed Work

4.4. Has any work been completed for your proposed project?*

- ○ Yes
- ◉ No

Saved

Current Project Phase

4.6. What is the current phase of your project?*

- (●) Preliminary Engineering
- ( ) Right-of-Way
- ( ) Utilities
- ( ) Construction
- ( ) Other

Preliminary Engineering

4.6.a. Total estimated phase cost:*

123 1350000

4.6.b. Non-Federal local match for this phase:*

123 350000

4.6.c. Other funding (amount and source) for this phase:*

0

4.6.d. Requested CMAQ federal funding for this phase:*

Saved

4.6.e. If awarded, year you anticipate initiating work on this phase.*

2027

4.7. Do you have another current phase that you'd like to apply for CMAQ funding support?*

- ○ Yes
- ◉ No

Future Project Phases

4.8. Please select future phases not detailed in previous or current phases above (select all that apply).*

- ☐ Preliminary Engineering
- ☑ Right-of-Way
- ☐ Utilities
- ☑ Construction
- ☐ None
- ☐ Other

Saved

Right-of-Way

Are you seeking CMAQ funding to support this phase?*

- ○ Yes
- ◉ No

Total estimated phase cost:*

123 1400000

Non-Federal local match for this phase:*

123 1400000

Other funding (amount and source) for this phase:*

0

Requested CMAQ federal funding for this phase:*

123 0

If awarded, year you anticipate initiating work on this phase.*

2029

Construction

Saved

Are you seeking CMAQ funding to support this phase?*

- ○ Yes
- ◉ No

Total estimated phase cost:*

123 10120000

Non-Federal local match for this phase:*

123 10120000

Other funding (amount and source) for this phase:*

0

Requested CMAQ federal funding for this phase:*

123 0

If awarded, year you anticipate initiating work on this phase.*

2031

Saved

4.9. Did you apply for a Georgia Transportation Infrastructure Bank grant or low interest loan in the recent SRTA call for projects?*

Georgia Transportation Infrastructure Bank Loan - website

- (●) Yes
- ( ) No

4.10. Are you actively pursuing or have you recently pursued other discretionary funding for this project?*

- ( ) Yes
- (●) No

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 5: Supporting Plan, Studies, and Documentation

5.1. Is there a completed or draft GDOT concept report available for this project?*

- ○ Yes
- ◉ No

5.2. Is this project included in a local, regional and/or statewide plan? (select all that apply)*

- ☑ Local
- ☐ Regional
- ☐ Statewide
- ☐ Other
- ☐ NA / unknown

5.2.a1. Name of local plan supporting the project*

the May 2026 Highlands to Islands Study: UNG to McEver Road and 2026 Hall County Com

5.2.a2. Date local plan was completed*

Saved

5.2.a3. Upload the local plan if available

PDF Highlands_to_Islands_Trail_Study_UNG_to_McEver_portion.pdf 1.8MB

5.3. Outside of a planning document, have you received formal support from local, regional or state partners for this project?*

(Letters of support, signed resolutions, etc.)

- (●) Yes
- ( ) No

5.3.a. Upload documentation of support

Drop file here or select file (pdf, doc, docx, xls, xlsx, pptx, ppt, txt)

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Round 2 Competitive Funding Proposal (2026) for CMAQ

Section 6: Additional Project Info

6.1. Does the project increase or reduce the number of traffic lanes in any portion of project?*

- ○ Yes
- ◉ No

6.2. Does the project require ROW acquisition, including construction easements, from a potential historic or National Register listed property?*

- ○ Yes
- ◉ No

6.3. List known utilities in the project area and describe any utility coordination done to date.

No utility coordination done to date.

962

6.4. Will this project require any displacements?*

- ○ Yes

Saved

No

6.5. Does your project provide safety improvements?*

- (●) Yes
- ( ) No

6.5.a. Please describe the benefits*

If available, please provide any relevant historical crash data, anticipated reductions and qualitative description of safety benefits

AADT Data: Site 139-0283 CSX128515 on SR53/Mundy Mill at UNG: 2026 AADT 35,400, Single Unit 1,401 and Combo Units 947 with Truck volume of 7%.
From data provided by GDOT's Crash Summary Report, a total of 856 crashes were reported from January 2016 to December 31, 2025. Approximately 79.44% of total crashes were intersection related and 48.36% were suspected distracted drivers. The grade-separated pedestrian crossing eliminates conflicts between pedestrians/bicyclists and vehicular traffic. The project does not change truck/car volumes but will reduce pedestrian/bicycle conflicts on a large high-volume roadway. The project is supported by 2025 Hall County SS4A Safety Action Plan and 2018 City of Oakwood Traffic Improvement Study. Multi-modal connectivity is a key component of creating safer streets for all users through engineering, public awareness, and safety enforcement.

111

6.6. Does your project provide congestion relief?*

- (●) Yes
- ( ) No

Saved

6.6.a. Please describe the benefits

Provide any anticipated LOS improvements, reduced delay, travel time reliability and qualitative description of congestion reduction benefits

LOS without & with the project: 2020: Mundy Mill/SR 53 - LOS D - 2055: Mundy Mill/SR 53 - LOS E. The project does not change truck/car volumes but will reduce pedestrian/bicycle conflicts on a large high-volume roadway. By eliminating stops for pedestrians crossing the six lane roadway in the project area, the project would help mitigate congestion in the area. The Highlands to Islands trail also provides transportation alternatives while providing multimodal connectivity and accessibility. This corridor will strengthen multimodal connections between key destinations, expand access to active transportation options, and contribute to a cohesive trail network that benefits residents, students, and visitors throughout Hall County. The project could replace short vehicle trips, for nearby and future development, with alternative transportation methods further reducing travel time and congestion.

96

6.7. Are there emission reduction benefits associated with your project? *

- (●) Yes
- ( ) No

6.7.a. Please describe the benefits*

Provide specific benefits such as reduced VOC, NOx, other pollutant reductions, alternative fuel use, or other qualitative emission benefits.

By providing multi-modal transportation alternatives, the project could reduce the amount of local vehicular traffic by encouraging bike/ped. travel therefore reducing emissions. Moving walkers and cyclists over busy roads keeps traffic flowing smoothly and replaces car trips with zero-emission travel. By eliminating pedestrian roadway crossing in the project area, reducing stop and go traffic to allow for pedestrian crossings lowers idle times and reduces overall vehicle emissions.

513

6.8. Are there any additional anticipated project justifications and benefits not outlined previously?*

Saved

which is a Federally recognized Area of Persistent Poverty. Direct economic benefits of improved public health are hard to quantify, particularly because the trail system is still being developed, but avoidance of pedestrian/cyclist injuries and deaths clearly benefit the communities of Gainesville and Oakwood and the greater region. UNG Gainesville has historically been a small community commuter campus. As the University's regional programs grow, more students will live in 1,000 or more on-campus residence hall units. The campus will change to a 24/7 center of activity as a generator and destination for active and passive recreation and leisure cycling, jogging and walking activities. In addition, the UNG Campus Vision Plan identifies the opportunity for a prominent gateway feature - the proposed pedestrian bridge could serve as a distinctive and visually significant entrance to the university.

3

Back Submit

Powered by ArcGIS Survey123

Round 2 Competitive Funding Proposal (2026) for CMAQ

Thank You
Your application was submitted successfully. You will receive a confirmation email in 24 to 48 business hours.

Powered by ArcGIS Survey123

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 663/2026

SUBJECT: Approve the acceptance of a $1,580,679.96 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Ridgewood Subdivision. Commission District 2.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the acceptance of a $1,580,679.96 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Ridgewood Subdivision. Commission District 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	Approve	Budget	Finance
WS	JG	JM	TS

Attorney	Administration	Clerk

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Final Plat Information
Guaranty Performance/Maintenance Agreement

Final Plat Information

Consider Acceptance of $1,580,679.96 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in Ridgewood Subdivision

Subject Subdivision is located off Antioch Campground Road

NAME OF SUBDIVISION:	Ridgewood Subdivision
NAME OF OWNER/DEVELOPER:	Lennar Georgia, LLC
ADDRESS:	11560 Great Oaks Way, Suite 100 Alpharetta, GA 30022
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	September 16, 2026
AMOUNT OF BOND:	$1,580,679.96
FINANCIAL INSTITUTION: AND ADDRESS:	Hartford Fire Insurance Company One Hartford Plaza Hartford, CT 06155-0001
Account No.:	72BSBJO2154

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
2	Dogwood Thicket Pass	50	483	20	P.M.	----
2	Emerald Grove Court	50	806	20	P.M.	----
2	Maple Tree Bend	50	1646	20	P.M.	----
2	Walnut Hurst Pass	50	1336	20	P.M.	----

NOTES:

NUMBER OF LOTS:	114
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	59.00 AC

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. 72BSBJO2154

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **Lennar Georgia, LLC** (owner/principal, hereinafter referred to as "Principal"), and **Hartford Fire Insurance Company** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $**1,580,679.96** * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **Lennar Georgia, LLC** (principal) is owner of the Subdivision known as **Ridgewood** Subdivision, which subdivision is shown on a plat prepared by Richard Millard (DCCM) *Gary Kyle Hanson 9/21, Georgia Registered Surveyor Number 3044 *Gary Kyle Hanson 9/21, and

WHEREAS, **Lennar Georgia, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **Ridgewood** Subdivision for recording purposes, and

WHEREAS, **Lennar Georgia, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **Ridgewood** Subdivision for public maintenance (not applicable to private developments); **Lennar Georgia, LLC** (principal) and **Hartford Fire Insurance Company** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **Lennar Georgia, LLC** (principal) agrees that all construction of the street system of **Ridgewood** 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.

Lennar Georgia, LLC (principal), and

Hartford Fire Insurance Company (surety) agree to the following:

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

Terms of Guaranty:

Lennar Georgia, LLC (principal) and

Hartford Fire Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **Hartford Fire Insurance Company** (surety) from Hall County authorizing release of **Lennar Georgia, LLC** (principal) and **Hartford Fire Insurance Company** (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on **September 16, 2026** (Date) and expires on **September 16, 2028** (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

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

16th day of **September**, **2026**.

- **Lennar Georgia, LLC,**
  a Georgia limited liability company
  PRINCIPAL

  By: _____
  (Corporate Officer or other authorized representative)
  Mike Music, Vice President
  Principal's Address:
  11560 Great Oaks Way, Suite 100
  Alpharetta, GA 30022

- **Hartford Fire Insurance Company**
  SURETY

  By: _____
  Amanda R. Turman-Avina, Attorney-in-Fact
  (Authorized Representative)
  Surety's Address:
  One Hartford Plaza
  Hartford, CT 06155-0001

- Approved:
  Hall County
  By: _____
  (Chairman)

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

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Name:** MARSH USA LLC

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

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

Amanda R. Turman-Avina
of
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 16, 2026

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 653/2026

SUBJECT: Approve the release of a $503,767.00 Guaranty Performance/Maintenance Agreement and acceptance of streets into Hall County Maintenance in Magnolia Bluff Subdivision. Commission District 1.

Meetings:

Work Session Date: 10/05/26 **Voting Meeting Date:** 10/08/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Consider Release of $503,767.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Bluff Subdivision. All Stormwater Management Facilities, Sewer, Sidewalks are in and roads are completed.

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	Budget	Finance
WS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Guaranty Performance/Maintenance Agreement
Final Plat Information

STATE OF GEORGIA,
COUNTY OF HALL

Bond No.: 1161GA

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **Grove at Rosebud, LLC** (owner/principal, hereinafter referred to as "Principal"), and **The Service Insurance Company, Inc.**, (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 $ 503,767.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **Grove at Rosebud, LLC** (principal) is owner of the Subdivision known as Magnolia Bluff Subdivision, which subdivision is shown on a plat prepared by Blue Landworks, Tommy Woodsmall, Georgia Registered Surveyor Number 2767, and

WHEREAS, **Grove at Rosebud, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Magnolia Bluff Subdivision for recording purposes, and

WHEREAS, **Grove at Rosebud, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Magnolia Bluff Subdivision for public maintenance (not applicable to private developments); **Grove at Rosebud, LLC** (principal) and **The Service Insurance Company, Inc.**, (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **Grove at Rosebud, LLC** (principal) agrees that all construction of the street system of Magnolia Bluff 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.

Grove at Rosebud, LLC (principal), and **The Service Insurance Company, Inc.**, (surety) agree to the following:

Sidewalks will be completed throughout the entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either

the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in Magnolia Bluff Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, **The Service Insurance Company, Inc.**, (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Grove at Rosebud, LLC (principal) and **The Service Insurance Company, Inc.**, (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **The Service Insurance Company, Inc.**, (surety) from Hall County authorizing release of **Grove at Rosebud, LLC** (principal) and **The Service Insurance Company, Inc.**, (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on November 8, 2024 (Date) and expires on November 8, 2026.
(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 8th day of November 2024.

Grove at Rosebud, LLC
PRINCIPAL

By: _____ mgr.
(Corporate Officer or other authorized representative)

Principal's Address:
390 Brogdon Road, Suwanee, GA 30024

David J. Bowen
CO-PRINCIPAL

By: _____

David A. Bowen
CO-PRINCIPAL

By: _____

Reese Vanbeber
CO-PRINCIPAL

By: _____

- The Service Insurance Company, Inc.
  SURETY

  By: _____
  (Authorized Representative) James S. Burger, President
  Surety's Address:
  80 Main Street, Suite 330
  West Orange, NJ 07052

- 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.

BOND NO. 1161GA

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "*CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.*"

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of $5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint **not applicable executed in home office** of **not applicable executed in home office** Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Obligee for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of $5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligee may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D 2022

THE SERVICE INSURANCE COMPANY, INC.

BY:.....
GLEN T. BURGER, TREASURER

BY:.....
JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) *SS*
CITY OF WEST ORANGE)

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposeth the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027

Maria Cerqueira
Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: *"That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."*

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 8th day of NOV, 2024.

JAMES S. BURGER, PRESIDENT

Final Plat Information

Consider Release of $503,767.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Bluff Subdivision. All Stormwater Management facilities, Sewer, Sidewalks are in and roads are complete.

Subject Subdivision is located off Spout Spring Road

NAME OF SUBDIVISION:	Magnolia Bluff
NAME OF OWNER/DEVELOPER:	Grove at Rosebud, LLC.
ADDRESS:	390 Brogdon Road Suwanee, GA 30024
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	November 8, 2024
AMOUNT OF BOND:	$503,767.00
FINANCIAL INSTITUTION: AND ADDRESS:	The Service Insurance Company, Inc. 80 Main Street, Suite 330 West Orange, NJ 07052
Account No.:	1161GA

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Magnolia Bluff Dr.	50	1002	20	P.M.	----
1	Pirkle Pass	50	404	20	P.M.	----
1	Aldcliff Dr.	50	765	20	P.M.	----

NOTES:

NUMBER OF LOTS:	95
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	21.46 AC

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 646/2026

SUBJECT: Approve the award of IFB #019-47 Emergency Lighting & Sirens Supply to Blue Badger Upfitters, LLC of Augusta, GA. The estimated annual cost is $184,924.00.

Meetings:

Work Session Date: 10/05/26

Voting Meeting Date: 10/08/26

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #019-47 Emergency Lighting & Sirens Supply to Blue Badger Upfitters, LLC. of Augusta, GA. The estimated annual cost is $184,924.00.

History:

Facts and Issues:
This is year one (1) of a possible five (5) year contract. After requesting a Best-and-Final Offer from the responding bidders, the Sheriff's Department is requesting that this bid be awarded to Blue Badger Upfitters, LLC.

Options:

Funding Requested	$ 184,924.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Contract Cover Sheet
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 646/2026

Funds Requested: $ 184,924.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	3310-SHERIFFâ€OPERATIONS	522205-VEHICLE MAINTENANCE	$184,924.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM

Phone: 678-618-1235

IFB # 019-47 BID TABULATION - BEST-AND-FINAL-OFFER

NO SUBSTITUTIONS!

		Williams Fire Apparatus, LLC	911 Rapid Response	Thomas J Maddedn & Assoc.	144th Marketing Group, LLC	Fasten Products, LLC	Blue Badger Upfitters LLC	MonsterCustoms LLC	West Chatham Warning Devices Inc.
Description for Sheriff Dept.		Ashland, AL	Conyers, GA	Buford, GA	Peachtree City, GA	Cornelia, GA	Augusta, GA	Smyrna, GA	Savannah, GA
	EXPECTED PURCHASE QUANTITY	**NO RESPONSE**	**NO RESPONSE**	**NO RESPONSE**	**NO RESPONSE**	**USE ORIGINAL PROPOSAL per Vendor**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
Westin Push Bumper WES 36-2125/WES 36-6005W4	25						$956.00	$443.33	$858.48
Elite Push Bumper Light Channel 23.5 in Whelen, 4 Hole #36-6005W4							$0.00	$41.21	Included in Line 8
Westin Wing Wrap For Above Part #36-2125PB	25						$0.00	$281.22	Included in Line 8
Westin PIT Bumper for Above Part Number	25						$0.00	$403.48	Included in Line 8
Whelen ION DUO #I2E	100						$93.74	$98.90	$96.00
Whelen ION DUO Surface Mount #I2SME	100						$93.74	$85.10	$96.00
Whelen Vertex DUO Blue/White #VTX9E	100						$69.76	$67.85	$69.00
Whelen Vertex Adapter #VTXADAPT	25						$8.72	$9.72	$9.00
Whelen Under Mirror Light #U180E	25						$147.15	$155.25	$140.00
Whelen Under Mirror Bracket Kit #U18050	25						$19.08	$21.25	$20.00
Whelen CORE #C399	25						$1,067.11	$1,125.85	$959.00
Whelen Controler #CCTL6	25						$0.00	$0.00	Included w/ C399
Whelen Scan Port #C399SP	25						$0.00	$0.00	Included w/ C399
Whelen Siren Speaker #SA315	25						$0.00	$0.00	$155.00
Whelen Siren Bracket #SAK1	25						$0.00	$0.00	Included wISA315
Whelen Howler #CHWLFE29	25						$382.59	$403.65	$401.00
Whelen Rear Pillars DUO #RPWD50	25						$878.54	$926.90	$856.00
Whelen Arges #ARGES1	25						$429.46	$478.47	$395.20
Whelen Arges Controller #ARGCH1	25						$191.84	$213.74	$186.00
Whelen Arges Fender Mount #ARG50D	25						$63.22	$70.44	$64.50
Whelen Legacy With Midnight Edition and V2V Sync#EB8EEEE, 48 Inch	25						$2,210.52	$2,137.85	$2,170.00
CLBV2V, Whelen Light Bar Mounted V2V Sync Module	25							$194.35	
ES8ME, Whelen Legacy 48" Midnight Edition	25							$48.30	

Number of companies emailed	20
Number of Hall Co Companies emailed	2
Total responses	8
Number of Hall Co responses	0
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: September 23, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 019-47

Bid/Contract Name: Emergency Lighting and Sirens Equipment Supply

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Blue Badger Upfitters

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $181,298

☐ Price Increase Requested Increase Percentage:

☐ Project/Service Contract FY 27 Estimated Amount:$

☒ Product Contract FY 27 Estimated Amount: $184,924

Comment:

Year one (1) of a possible five (5) year contract.
After requesting a Best-and-Final Offer from the responding bidders, the Sheriff's Department is requesting that this bid be awarded to Blue Badge Upfitters, LLC.
The FY 2027 Estimated Amount has been reviewed against the approved FY 2027 budget by Finance.

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FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #019-47

For the provision of

Emergency Lighting and Sirens Supply

ARTICLE #101 – INTRODUCTION

This Contract for Emergency Lighting and Sirens Supply (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 Blue Badger Upfitters, LLC which is principally located at 3696 Washington Road Augusta, GA. 30907. (hereinafter "Contractor").

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

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

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Lt. John Morgan

Hall County Sheriff
2859 Browns Bridge Rd.
Gainesville, GA 30504
jmorgan@hallcounty.org
Ph: (678) 618-1235

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Julie Kelly

Email Address(es): julie@bluebadgerupfitters.com

Phone Number(s): (o) 706-524-0996; (c)706-339-1659

Physical Address: 3696 Washington Rd.

City/State/ZIP: Martinez, GA 30907

REMIT TO ADDRESS (if different): _____

_____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

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

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

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

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

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

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

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

ARTICLE #108 – TERMINATION PROVISIONS

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

all work properly performed in compliance with the terms of this Contract up to the date of termination.

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may

result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

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

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – CONTRACTOR'S TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor shall utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County, and/or

(iv) provide County with safety data sheets, technical data sheets, and other relevant and pertinent documentation for replacement materials, equipment, or services that may be reasonably requested by County.

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

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance:

- $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

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

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

Additional Provisions:

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

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

Additional Provisions: Required for all contracts.

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

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors, or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

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

4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.

ARTICLE #124 – RETAINAGE – N/A for this contract.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.

10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.

29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Blue Ridge Outfitters, LLC

By: _____

Print Name: Scott Peebles

Title: CEO

Sworn to and subscribed before me this

16th Day of June, 2026.

Notary Public: Julie Kelly

Notary commission expires: 10-16-28

JULIE KELLY NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Executive Session

REPORT TO: **Work Session (10/05/26)**

REPORT TO: **Voting Meeting (10/08/26)**

ITEM NO: 701/2026

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: 10/05/26 **Voting Meeting Date:** 10/08/26

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: