HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING AGENDA

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, November 12, 2026 - 06:00 PM

Call to Order

Approve Agenda

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Jeff Stowe

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

Proclamation/s

3 Approve the proclamation recognizing Edward Wayne Pittman's retirement after 24 years of service to Hall County, GA.

4 Approve the proclamations recognizing Amberleigh and Claire for their hard work and dedication in creating the "My Little Community Pantry".

5 Approve the proclamation recognizing November 2026 as National Native American Heritage Month.

6 Approve the Proclamation recognizing November 1, 2026 as National Family Literacy Day.

Consent Agenda

7 Approve the November 9, 2026 Work Session Minutes.

8 Approve the October 27-28, 2026 Board Retreat Minutes.

9 Approve the October 27, 2026 Executive Session Minutes.

10 Approve the October 27, 2026 Meeting Minutes.

11 Approve the October 26, 2026 Executive Session Minutes.

12 Approve the October 26, 2026 Meeting Minutes.

13 Approve the October 22, 2026 Voting Meeting Minutes.

14 Approve the October 22, 2026 Executive Session Minutes.

15 Approve the October 22, 2026 Meeting Minutes.

16 Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Homeland Security Program Grant for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center in the amount of $46,250.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

17 Approve the 2027 Board of Commissioners Meeting Schedule.

18 Approve the intergovernmental agreement between Hall County and the Town of Clermont for the administration and enforcement of Animal Control provisions, subject to review and approval by the County Attorney.

19 Approve the purchase of sixty (60) Dell desktop computers for Court Administration to Dell Marketing LP (aka Dell Technologies) of Round Rock, TX, in the amount of $59,210.40.

20 Approve the service agreement to purchase, convert the current Jail Management System (JMS) software and support for the Sheriff's Office to Tyler Technologies, Inc. of Overland Park, KS. The estimated cost is $1,932,196.00.

21 Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for the Sheriff's Office Explosive Ordinance Detection (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

22 Approve the purchase of twenty-five (25) Ford Explorer pursuit vehicles, five (5) Ford F-150 Police Pursuit Trucks, and one (1) Dodge 2500 Police Pursuit Truck for the Sheriff's Office to Lavonia Ford DBA Ed Murdock Ford of Lavonia, GA, in the amount of $1,378,763.00.

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

24 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.

25 Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for Emergency Management to purchase a mobile vehicle barrier system in the amount of $89,995.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

26 Approve the award of IFB #026-47 Furnish and Install One (1) Replacement Generator at Fire Station 13 for Fire Rescue to Gen-Tech, Inc. of Gillsville, GA, in the amount of $64,175.00.

27 Approve the annual renewal of the administrative services agreement for the medical plan supervisor and stop loss (HM) to Healthgram, Inc. of Charlotte, NC. The estimated annual cost is $4,829,222.00.

28 Approve the annual renewal of the business associate agreement for the pharmacy benefit manager to Veracity Benefits, LLC of Kennesaw, GA. The estimated annual cost is $205,344.00.

29 Approve the purchase of one (1) Caterpillar 330 TC Excavator for the Solid Waste Division to Yancey Bros. Co., in the amount of $345,090.00.

30 Approve the acceptance of a $2,373,711.27 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer, and sidewalks in Clark Farms Phase 2 Subdivision. Commission District 1.

Other Business - Planning and Zoning

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

Other Business - Public Works and Utilities

32 Second Public Hearing to amend Chapter 3.100 of the Official Code of Ordinances of Hall County, GA with regard to Development Impact Fees.

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

33 **4510 Browns Bridge Road | Special Use |** to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle Sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

34 **4510 Browns Bridge Road | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

35 **4510 Browns Bridge Road | Variance to Section 6.2 |** to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

36 **2109 Microwave Tower Road | Rezone |** from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Second single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

37 **2109 Microwave Tower Road | Variance to Section 4.4 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

38 **2109 Microwave Tower Road | Variance to Section 7.8.11 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Keeping of livestock and poultry |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

County Administrator

Commission Time

Adjourn

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

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

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 783/2026

SUBJECT: Approve the November 9, 2026 Work Session Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the November 9, 2026 Work Session Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

November 9, 2026 Work Session Minutes

HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, November 09, 2026 - 03:00 PM

Call to Order

Chairman Gibbs at 3:00 p.m.

Present:

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

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

Central Services

Kevin Ivey, Director of Central Services, addressed the Board.

1 Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Homeland Security Program Grant for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center in the amount of $46,250.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

Consent

Clerk's Office

Ms. Rivera addressed the Board.

2 Approve the 2027 Board of Commissioners Meeting Schedule.

Consent

County Attorney

Mr. Lawhon addressed the Board.

3 Approve the intergovernmental agreement between Hall County and the Town of Clermont for the administration and enforcement of Animal Control provisions, subject to review and approval by the County Attorney.

Consent

4 Review of the 2.5% property tax collection fee for the Hall County Board of Education.

Mr. Lawhon provided an overview of the legal authority governing the 2.5% school tax collection fee, the process for modifying the fee, and collection fee practices in neighboring counties. Financial Services Director Taylor Samples discussed the potential fiscal implications of adjusting the collection fee. Tax Commissioner Darla Eden and Hall County Schools Superintendent Will Schofield also offered comments regarding the property tax collection fee.

Court Administration

Kenny Shoemaker, Court Information Systems Director, addressed the Board.

5 Approve the purchase of sixty (60) Dell desktop computers for Court Administration to Dell Marketing LP (aka Dell Technologies) of Round Rock, TX, in the amount of $59,210.40.

Consent

Sheriff's Office

1st Lieutenant Trey McConnell, Sheriff's Office, addressed the Board.

6 Approve the service agreement to purchase, convert the current Jail Management System (JMS) software and support for the Sheriff's Office to Tyler Technologies, Inc. of Overland Park, KS. The estimated cost is $1,932,196.00.

Consent

Captain Jonathan Underwood, Sheriff's Office, addressed the Board.

7 Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for the Sheriff's Office Explosive Ordinance Detection (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

Consent

Lieutenant John Morgan, Sheriff's Office, addressed the Board.

8 Approve the purchase of 25 Ford Explorer pursuit vehicles, five (5) Ford F-150 Police Pursuit Trucks, and one (1) Dodge 2500 Police Pursuit Truck for the Sheriff's Office to Lavonia Ford DBA Ed Murdock Ford of Lavonia, GA, in the amount of $1,378,763.00.

Consent

Development Services

Captain Barry Shaw, Interim Director of Development Services, addressed the Board.

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

Consent

Emergency Management

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

10 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.

Consent

11 Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for Emergency Management to purchase a mobile vehicle barrier system in the amount of $89,995.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

Consent

Fire Rescue

Chief Jerry Smith, Fire Rescue, addressed the Board.

12 Approve the award of IFB #026-47 Furnish and Install One (1) Replacement Generator at Fire Station 13 for Fire Rescue to Gen-Tech, Inc. of Gillsville, GA, in the amount of $64,175.00.

Consent

Human Resources

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

13 Approve the annual renewal of the administrative services agreement for the medical plan supervisor and stop loss (HM) to Healthgram, Inc. of Charlotte, NC. The estimated annual cost is $4,829,222.00.

Consent

14 Approve the annual renewal of the business associate agreement for the pharmacy benefit manager to Veracity Benefits, LLC of Kennesaw, GA. The estimated annual cost is $205,344.00.

Consent

Planning & Zoning

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

15 **4510 Browns Bridge Road | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

16 **4510 Browns Bridge Road | Special Use |** to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle Sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

17 **4510 Browns Bridge Road | Variance to Section 6.2 |** to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

18 **2109 Microwave Tower Road | Rezone |** from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Second single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

19 **2109 Microwave Tower Road | Variance to Section 4.4 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

20 **2109 Microwave Tower Road | Variance to Section 7.8.11 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Keeping of livestock and poultry |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Mr. Anderson provided remarks on this application.

Jordan Wallace, Transportation Program Manager, addressed the Board.

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

Public Hearing to occur at the November 12, 2026 Voting Meeting.

Public Works and Utilities

22 Second Public Hearing to amend Chapter 3.100 of the Official Code of Ordinances of Hall County, GA with regard to Development Impact Fees.

Public Hearing to occur at the November 12, 2026 Voting Meeting.

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

23 Approve the purchase of one (1) Caterpillar 330 TC Excavator for the Solid Waste Division to Yancey Bros. Co., in the amount of $345,090.00.

Consent

24 Approve the acceptance of a $2,373,711.27 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer, and sidewalks in Clark Farms Phase 2 Subdivision. Commission District 1.

Consent

County Administrator

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

- *Hall County Offices will be closed on Wednesday, November 11, 2026 in observance of the Veterans Day holiday.*
- *Reminded everyone of the Veterans Day Program to be held at Roosevelt Square on Friday, November 13, 2026 at 9:00 a.m.*
- *Presented a 'WIN' video highlighting emergency repairs at the East Hall Community Center following a water leak.*

Public Comments

The following people addressed the Board:

- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Penni Ganyard, 2175 Silver Circle, Gainesville*
- *Jodi White, 5166 Whitehall Road, Lula*
- *Mark Redman, 4403 T-Mor Cove, Oakwood*
- *Susan Smith, 4345 Chamblee Road, Oakwood*

Commission Time

Commissioner Kathy Cooper, District 1, shared news of a new grandchild due in May 2027.

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. The following members addressed the Board:

- *Tyler Grabau (Norton Commercial Acreage Group)*
- *Ellie Cartwright (United Way of Hall County)*
- *Abigail Wall (Morton, Vardeman & Carlson)*

Adjourn

Commissioner Stowe/Commissioner Cooper — adjourn the Work Session at 4:20 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 777/2026

SUBJECT: Approve the October 27-28, 2026 Board Retreat Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 27-28, 2026 Board Retreat Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

October 27-28, 2026 Board Retreat Minutes

HALL COUNTY BOARD OF COMMISSIONERS
BOARD RETREAT MINUTES
The Ridges Resort
3499 US Highway 76 W
Hiawassee, GA 30546
October 27-28, 2026

Meeting on Tuesday, October 27, 2026 began at 1:00 p.m.

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

Also present were: Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, County Attorney Justin Lawhon, Commissioners Elect Tyler Crawford and Mark Turner

Welcome/Introduction *(John Gentry, Interim County Administrator)*

Executive Session called to order at 1:14 p.m.

Executive Session paused at 3:25 p.m.

Executive Session reconvened at 3:47 p.m.

Executive Session adjourned at 4:56 p.m.

Tyler Crawford left the meeting.

Various Legal Items *(Justin Lawhon, County Attorney)*

- Board Meeting Procedures and Orderly Conduct Ordinance
- Special Events Ordinance

Meeting ended at 5:41 p.m.

Meeting on Wednesday, October 28, 2026 began at 8:30 a.m.

Present: Chairman David Gibbs, Vice Chairman Kathy Cooper and Commissioners Billy Powell and Jeff Stowe

Also present were: Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, County Attorney Justin Lawhon, Commissioner Elect Mark Turner

Commissioner Gregg Poole and Commissioner Elect Tyler Crawford absent.

Parks and Community Services *(Brent Holloway, Parks and Community Services Director)*

- Overview of maintenance and operations assessments of additional potential USACE properties

Tyler Crawford arrived.

Development Services *(Barry Shaw, Interim Development Services Director)*

- Short-term rentals: review of current code, including advertising and occupancy limits

PTR-LOST/LHOST *(Sarah Crowe, Communications and Strategic Engagement Manager and Taylor Samples, Financial Services Director)*

- Discussion about differences and opportunities for potential property tax relief programs

Commissioner Gregg Poole arrived.

Cybersecurity Briefing *(Adam Welker, Cybersecurity Administrator)*

Ethics Training *(Justin Lawhon, County Attorney)*

- Requirements and processes

Fire Apparatus Replacement *(Jerry Smith, Fire Rescue Chief and Taylor Samples, Financial Services Director)*

- Proposal for apparatus replacement plan

P25 Radio System Renewal *(Zach Brackett, Emergency Management Director and Taylor Samples Financial Services Director)*

Solid Waste Update *(Jorge Gomez, Public Works and Utilities Director)*

- Solid Waste update and discussion

County Administrator Round Table *(John Gentry, Interim County Administrator)*

- Summary opportunity

Meeting ended at 3:15 p.m.

Minutes Prepared by: Sarah Crowe,
Communications and Strategic Engagement Manager

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 782/2026

SUBJECT: Approve the October 27, 2026 Executive Session Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 27, 2026 Executive Session Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 785/2026

SUBJECT: Approve the October 27, 2026 Meeting Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 27, 2026 Meeting Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

October 27, 2026 Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES

The Ridges Resort at Lake Chatuge
3499 US Highway 76 W
Hiawassee, GA 30546

Tuesday, October 27, 2026 - 01:15 PM

Call to Order

Chairman Gibbs at 1:15 p.m.

Present:

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

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey and County Attorney Justin Lawhon

Commissioner Stowe/Commissioner Cooper — to go into Executive Session at 1:15 p.m. —Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Executive Session

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

Commissioner Stowe/Commissioner Powell — to pause/take a recess at 3:25 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Stowe/Commissioner Cooper — to go reconvene session at 3:47 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell/Commissioner Poole — to adjourn the Executive Session at 4:56 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn the Meeting at 4:56 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 781/2026

SUBJECT: Approve the October 26, 2026 Executive Session Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 26, 2026 Executive Session Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 784/2026

SUBJECT: Approve the October 26, 2026 Meeting Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 26, 2026 Meeting Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

October 26, 2026 Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES

Hall County Government Center 4th Floor
2875 Browns Bridge Road
Gainesville, GA 30504

Monday, October 26, 2026 - 04:30 PM

Call to Order

Chairman Gibbs at 4:31 p.m.

Present:

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

Also present were Commission Clerk Jennifer Rivera and County Attorney Justin Lawhon

Chairman Gibbs/Commissioner Stowe — to go into Executive Session at 4:31 p.m. —Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Executive Session

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

Commissioner Stowe/Commissioner Powell — to adjourn the Executive Session at 6:20 p.m.— Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn the Meeting at 6:21 p.m. —Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 778/2026

SUBJECT: Approve the October 22, 2026 Voting Meeting Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 22, 2026 Voting Meeting Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

October 22, 2026 Voting Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, October 22, 2026 - 06:00 PM

Call to Order

Chairman Gibbs at 6:05 p.m.

Present:

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

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, County Attorney Justin Lawhon and Assistant County Attorney Anna Schwaemmle

Vice-Chairman Kathy Cooper was present by phone.

Approve Agenda

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

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Billy Powell

Public Comments

There were no comments from the public.

Consent Agenda

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

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

3 Approve the October 19, 2026 Work Session Minutes.

4 Approve the October 8, 2026 Voting Meeting Minutes.

5 Approve the award of Task Order #2027-010 Replace Five (5) HVAC RT Units at Children with Special Needs Building and Two (2) Units at the Avita Facility to Conditioned Air Systems Inc. of Gainesville, GA, in the amount of $108,461.00.

6 Approve the award of Task Order #2027-008 Fleet Maintenance Commercial Driveway Project to The Dickerson Group, Inc. of Lawrenceville, GA, in the amount of $179,881.00.

7 Approve the award of Task Order #2027-021 Boiler Replacement at the Hall County Jail for Central Services to Conditioned Air Systems, Inc. of Gainesville, GA, in the amount of $197,000.00.

8 Approve the award of IFB #023-47 Butler Park Multipurpose Artificial Turf for Parks & Leisure Services to Advanced Sports Surfaces, LLC of Kennesaw, GA, in the amount of $387,220.00.

9 Approve the employment agreement for the Probate Court Staff Attorney.

10 Approve the Commercial Rental Agreement between Hall County, GA and 9th Judicial District Mediation for office space at 311 Jesse Jewell Parkway, Suite 104 to provide office space for two (2) Superior Court judges for Court Administration, subject to review and approval by the County Attorney.

11 Approve the Memorandum of Understanding between Avita Community Partners and Hall County in regards to assisted outpatient treatment and mental health court liaison services, subject to review and approval by the County Attorney.

12 Approve the annual renewal of the agreement with ADP, Inc. for the purpose of providing payroll services for all County departments, and authorization for the Chairman to execute any necessary documents to effectuate the renewal; subject to review and approval by the County Attorney. The estimated annual cost is $358,053.00.

13 Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of $1,073,481.00.

14 Approve the employment agreement for the Chief Appraiser for the Board of Tax Assessors.

15 Approve the acceptance of $1,094,825.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in The Village at Chestnut Ridge Subdivision. Commission District 1.

16 Approve the continuation award and any supplemental funding of the FY 2027 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of $125,741.00, 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.

Other Business - Public Works and Utilities

Jordan Wallace, Transportation Program Manager, addressed the Board.

17 First Public Hearing to amend Chapter 3.100 of the Official Code of Ordinances of Hall County, GA with regard to Development Impact Fees.

Public Hearing to occur at the October 22, 2026 Voting Meeting.

Ms. Schwaemmle introduced the item. Ms. Wallace and Carson Bise (Tischler Bise) discussed the item. Ms.Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

- *Lewis Miller, 4592 Lakeview Lane, Gainesville*
- *Mark Redman, 4403 T Mor Cove, Oakwood*
- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Jodi White, 5166 Whitehall Road, Lula*
- *Austin Hackney, College Park*
- *Rodney Presley, 4980 Weaver Road, Gainesville*
- *Tim Williams, 3177 Harmony Church Road, Gainesville*
- *Lila Weaver, 808 Main Street, Gainesville*

A second public hearing will be held at the November 12, 2026 Voting Meeting.

Commissioner Stowe took a moment to thank Public Works & Utilities Director Jorge Gomez and Transportation Program Manager Jordan Wallace for the work on the Athens Street Corridor Improvement Project which held their ribbon cutting this (October 22, 2026) afternoon. Stated the residents in the area are very happy with the improvements.

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

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

18 **4510 Browns Bridge Road | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Ms. Schwaemmle introduced items 18, 19 and 20, which were heard together. Ms. Ahmed discussed the items.

Commissioner Powell/Commissioner Poole — approve tabling item 18 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

19 **4510 Browns Bridge Road | Special Use |** to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle Sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Items 18, 19 and 20 were heard together. See item 18 for public hearing details.

Commissioner Powell/Commissioner Poole — approve tabling item 19 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

20 **4510 Browns Bridge Road | Variance to Section 6.2 |** to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Items 18, 19 and 20 were heard together. See item 18 for public hearing details.

Commissioner Powell/Commissioner Poole — approve tabling item 20 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

21 **2109 Microwave Tower Road | Rezone |** from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Second single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Ms. Schwaemmle introduced items 21, 22 and 23, which were heard together. Ms. Ahmed discussed the items.

Commissioner Poole/Commissioner Powell — approve tabling item 21 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

22 **2109 Microwave Tower Road | Variance to Section 4.4 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Items 21, 22 and 23 were heard together. See item 21 for public hearing details.

Commissioner Poole/Commissioner Powell — approve tabling item 22 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

23 **2109 Microwave Tower Road | Variance to Section 7.8.11 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Keeping of livestock and poultry |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Items 21, 22 and 23 were heard together. See item 21 for public hearing details.

Commissioner Poole/Commissioner Powell — approve tabling item 23 to the November 12, 2026 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

24 **4138 Price Road | Rezone |** from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 **| Proposed Use: Second single-family dwelling |** Commission District 2 **| Brian Norris, applicant**

Ms. Schwaemmle introduced the item. Ms. Ahmed discussed the item. Ms. Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Brian Norris, 4138 Price Road, Gainesville*

Commissioner Powell/Commissioner Poole — approve with the three (3) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The property shall be developed in accordance with the site plan dated August 17, 2026, and as described in the project narrative received August 21, 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.*

25 **4031 Wiley Road | Variance to Section 4.3 |** to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 **| Proposed Use: Impervious surface |** Commission District 3 **| Kevin Pethel, applicant**

Ms. Schwaemmle introduced the item. Ms. Ahmed discussed the item. Ms. Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Kevin Pethel, 4031 Wiley Road, Gainesville*

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

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell requested that staff review the impervious surface guidelines to evaluate how they compare with those in other jurisdictions. Chairman Gibbs exited the meeting at 7:31 p.m.

26 **5586 Ransom Free Road | Amend Conditions |** on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 **| Use: Agri-entertainment event venue |** Commission District 3 **| Hall County, applicant**

Ms. Schwaemmle introduced the item. Ms. Ahmed discussed the item. Ms. Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

Opposition:

- *John Tinker, 5555 Green Circle, Clermont*
- *Sarah Bryant, 5840 Sweet Bottom Lane, Clermont*
- *Bobby Watkins, 6143 Cool Springs Road, Gainesville*
- *Karen White, 6131 Cool Springs Road, Gainesville*
- *Brian Kelly, 5659 Ransom Free Road, Clermont*
- *Jodi White, 5166 Whitehall Road, Lula*

Commissioner Poole/Commissioner Stowe — approve with the twelve (12) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — recused

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The development shall occur as described in the application with regards to parking, access, andoccupancy.*
2. *The 20 foot landscape buffer shall be planted on the eastern property line with evergreen treesin accordance with 17.260.020.C, which states that the buffer strip shall consist of evergreen treesor shrubs of a minimum height of five feet at the time of planting, spaced to provide a continuousscreen. This buffer must be established prior to the issuance of a business license. It must bemaintained.*
3. *No development related to the agri-entertainment district shall occur within 200 feet of the eastern property lines, adjacent to tax parcels 12041 000071 and 12041 000072.*
4. *A 400 foot long privacy fence shall be installed where the property containing the barn (tax parcel12032 000027) borders the property of Mr. Joseph French, tax parcel 12032 000004.*
5. *During the Hall County School System's School year, the hours of operation shall be Sunday through Thursday 9:00 am to 9:00 pm, Friday and Saturday 9:00 am to 11:00 pm. When a weeknight (Sunday through Thursday) precedes a school holiday, or when school is not in session, the hours of operation shall be 9:00 am to 10:00 pm.*
6. *The applicant shall work with Hall County Building Inspections, Engineering, EnvironmentalHealth, Fire Services, and Planning to make sure the barn meets commercial occupancyrequirements.*
7. *Any future development of the parcel shall be subject to the Hall County Development Reviewprocess in regards to stormwater management and other applicable regulations.*
8. *A plat combining parcels 12032 000027 and 12032 000032 shall be required prior to the issuanceof any business licenses for the agri-entertainment district.*
9. *All conditions of zoning shall be made part of any plats created for the property.*
10. *All activity pertaining to the agri-entertainment venue, including parking, shall be restricted to thesubject property only.*
11. *The agri-entertainment venue's doors shall not be propped open or opened while any music isbeing played. No outdoor music or amplification shall be allowed.*
12. *All outdoor lighting shall be non-spill.*

Chairman Gibbs entered the meeting at 7:57 p.m. Upon his arrival, he offered remarks emphasizing that all County rules and regulations must be applied uniformly to all residents. He stated that accusations made against him were unfounded and demeaning. Chairman Gibbs explained that the lighting on his barn is necessary for animal care and asserted that he is entitled to reasonable lighting consistent with that of neighboring properties. He further noted that he pays approximately $12,000 annually in property taxes, maintains his property without trash, and keeps the grounds clean. Chairman Gibbs also referenced

past experiences that motivated him to run for Chairman and expressed concern that he is now being treated harshly by individuals he aims to serve and protect. During his remarks, he engaged in contentious exchanges with certain attendees and requested that one citizen be removed from the meeting.

27 **6541 Henry Smith Road | Amend Conditions |** on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 **| Use: Rural business |** Commission District 3 **| Hall County, applicant**

Ms. Schwaemmle introduced the item. Ms. Ahmed discussed the item. Ms. Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

Opposition:

- *Jodi White, 5166 Whitehall Road, Lula*
- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Gary Copeland, 6685 Henry Smith Road, Murrayville*

In response to comments made during the public hearing, Commissioner Stowe clarified that the applications were being brought back before the Board of Commissioners by County staff at the Board of Commissioners' request after previous discussions.

Commissioner Poole/Commissioner Stowe — approve with the ten (10) conditions listed below — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The interior shop area is limited to no more than 1,000 sq. ft. and a divider wall shall beinstalled between the 1,000 sq. ft. and the remaining 4,000 sq. ft. of the building, per HallCounty Code requirements. No storage of materials, finished products and no signage for thebusiness can be outside the 5,000 sq. ft. building (unless required by Code, e.g., ADA HandicapParking Sign). All aspects related to the operation of the business must be contained within1,000 sq. ft. of the interior of the building.*
2. *The applicant shall comply with requirements from the Hall County Fire Marshal.*
3. *All materials for said business must be stored inside, no materials shall be allowed to bestored outside.*
4. *The applicant must have the 1,000 sq. ft. shop area permitted and inspected*

by Hall CountyBuilding Inspection to ensure that applicable codes are met.

5. *Only one (1) employee other than family members residing on the premises shall bepermitted.*
6. *No signage shall be allowed on the property.*
7. *No more than two (2) parking spaces shall be allowed on the site.*
8. *The only entrance to the building shall be from Henry Smith Road and no traffic is allowedfrom the business onto Edwards Road.*
9. *No clients shall be allowed to pick up manufactured merchandise, only shipped.*
10. *The site shall adhere to all Hall County Engineering and stormwater managementrequirements.*

28 **1563 Calvary Church Road | Amend Conditions |** on a 12.75± acre tract located on the east side of Calvary Church Road approximately 264 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 **| Use: Inert landfill |** Commission District 4 **| Hall County, applicant**

Ms. Schwaemmle introduced the item. Ms. Ahmed discussed the item. Ms. Schwaemmle conducted the Public Hearing.

The following people addressed the Board:

Opposition:

- *Rodney Presley, 4980 Weaver Road, Gainesville*

Commissioner Stowe/Commissioner Poole — approve with the thirteen (13) conditions listed below — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The development shall be generally consistent with the submitted site plan and narrative modified for compliance with Hall County regulations at time of development permit application.*
2. *Any business operating at the subject property shall obtain a business license from Hall County.*
3. *Proposed pond for hydro-excavating services shall be limited to only waste consisting of soil and water. No other materials shall be accepted for disposal on the property. These materials shall be considered recoverable and/or reusable as per the Georgia Environmental Protection Division (EPD) dated January 23, 2017.*

4. *Owner shall provide written documentation from Georgia Environmental Protection Division (EPD) regarding pond design and use prior to acceptance of disposal of waste materials on the property.*
5. *Hall County shall conduct monthly routine compliance inspections.*
6. *The owner shall maintain logs and manifests of all materials accepted for disposal on the property. These records shall be made available for review upon request by Hall County.*
7. *Any change in use shall be subject to Hall County Board of Commissioners' approval.*
8. *The access point to the pit area shall be closed and locked after hours.*
9. *The applicant shall contract with a third party environmental testing consultant who shall prepare a monitoring, inspection, and testing plan to include: on-site and downstream water quality testing and testing of on-site waste materials. Both the consultant and the plan shall be subject to the approval of Hall County Engineering for verification that waste materials contain no prohibited waste and only consist of water and soil as the applicant's proposal outlines.*
10. *As part ofthe business license renewal the owner shall provide the maintenance logs and manifests, as described in condition 6 and the inspection and testing results as described in condition 9.*
11. *In the event the Director of Planning and Zoning determines that the owner or operator has violated a condition of zoning applicable to the property, the Director of Planning and Zoning shall refer the matter to the Business License Director for consideration of any and all appropriate enforcement action in accordance with Chapter 5.10 of the Official Code of Hall County.*
12. *Erosion control measures and a double row of silt fence shall be installed and maintained.*
13. *The county engineer identified at least five drainage study points along the southern property line (adjoining tax parcels include: 15031 000143, 15031 000049, 15031 000050C, 15031 000050). The developer shall ensure that post-development flow rates from those five individual drainage study points shall not exceed the pre-development flow rates.*

County Administrator

Mr. Gentry did not have any items to report.

Commission Time

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. The following members addressed the Board:

- *Margaret Christie (Ronald F. Chicken & Associates)*

Adjourn

Commissioner Powell/Commissioner Poole — adjourn at 8:23 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 780/2026

SUBJECT: Approve the October 22, 2026 Executive Session Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 22, 2026 Executive Session Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 779/2026

SUBJECT: Approve the October 22, 2026 Meeting Minutes.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the October 22, 2026 Meeting Minutes.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-11-12

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

October 22, 2026 Meeting Minutes

HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, October 22, 2026 - 05:00 PM

Call to Order

Chairman Gibbs at 5:03 p.m.

Present:

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

Also present were Interim County Administrator John Gentry, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera and County Attorney Justin Lawhon

Vice-Chairman Kathy Cooper was present by phone.

Executive Session

Commissioner Powell/Commissioner Stowe — to go into Executive Session at 5:03 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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

Commissioner Stowe exited the meeting shortly before adjournment of Executive Session.

Commissioner Poole/Commissioner Powell — to adjourn the Executive Session at 5:59 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — absent

Motion passed.

Adjourn

Commissioner Powell/Commissioner Poole — adjourn the Meeting at 5:59 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — absent

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 769/2026

SUBJECT: Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Homeland Security Program Grant for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center in the amount of $46,250.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: KI

Recommendation:
Approval

Purpose of Request:
Approve the ratification of the application, award, and any further supplemental funding for the FY 2027 Homeland Security Program Grant for Central Services to install a manual transfer switch at the Chicopee Woods Agricultural Center in the amount of $46,250.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A 15% cash match is required.

History:

Hall County has received Homeland Security Grant funding since 2010 for the K9 and SWAT Units.

Facts and Issues:

Options:

The Chicopee Woods Agricultural Center serves as a critical community asset, functioning not only as an agricultural center, but also as a designated voting precinct for Hall County voters and as a disaster relief warming station during severe weather events.

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

Enhancing the protection of soft targets and crowded places, including election sites, falls under the list of 2026 National Priority Areas for the Homeland Security Grant Program.

Funding opportunity release date: October 5, 2026

Application due date: October 15, 2026

This is a ratification due to the short turnaround of when the funding opportunity became available, and when an application had to be submitted. That turnaround time didn't fall within a reasonable timeframe to get the application before the Board before the due date.

Funding Requested	$ 6,937.50
Are funds within current budget?	Yes
Source of Funds	Multiple Grant Fund and General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Chicopee Woods Ag Center Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 769/2026

Funds Requested: $ 6,937.50

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grant Fund and General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	1565-BUILDINGS AND MAINTENANCE	331150-FEDERALâ€OPERATING INDIRECT	$-39,312.50
2027	250-MULTIPLE GRANT FUND	1565-BUILDINGS AND MAINTENANCE	522200-REPAIRS AND MAINTENANCE	$39,312.50
2027	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522200-REPAIRS AND MAINTENANCE	$6,937.50

Budget Transfer Items:

Additional Information/Comments:

Funding opportunity release date: October 5, 2026, Application due date: October 15, 2026

Contact for Questions: KI

Phone: 770-531-6823

Application - Chicopee Woods Transfer Switch

Routing in Progress: Program Manager Review (Step 2 of 7)

Application Summary

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

Title:	Chicopee Woods Transfer Switch
Total Project Cost:	$46,250.00
Eligible Amount:	$46,250.00
Cost Summary:	Equipment $46,250.00 Note: these values will only update after the form is saved.
Funding Sources:	Federal - $39,312.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	2) Program Manager Review Description: Initial Review by the Program Manager
Recipients:	HSGP Program Manager (Full Access (State))
Last Advanced:	Oct 16, 2026 at 3:03 PM by Diana Avalos

Grant

2026 State Homeland Security Program
State Homeland Security Program
Start Date: September 1, 2026
Assistance Listing Number (CFDA): 97.067

Applicant

Hall (county)
Hall County
UEI: < no value >
FIPS: 139-99139-00
FEIN #: 58-6000836
Vendor # (Applicant): 0000014610
DUNS #: 078124617 Type: County Government
Physical: 470 Crescent Drive
Gainesville, GA, 30501
Mailing: PO Box 907730
Gainesville, GA, 30501

Last Certified:	Oct 16, 2026 at 3:03 PM by Diana Avalos
Submission:	Oct 16, 2026 at 3:03 PM by Diana Avalos

Introduction

Summary Information

Grant:	2026 State Homeland Security Program
Project Discipline Type:	General
Title:	Chicopee Woods Transfer Switch Used to help identify the Project. Ex: "Jurisdiction - Project Name".
Total Project Investment Amount:	46250
Project Capabilities Type:	Sustaining Existing Capabilities
National Priority Area:	Enhancing Election Security
Does the project require an MOU to a State Agency?	No

Primary Contact:	Sommer Green - Grants Manager Edit Email Address: sgreen@hallcounty.org Phone: 770-297-5503
Alternate Contact:	Paige Smith - Grants Specialist Edit Email Address: psmith@hallcounty.org Phone: 770-535-8274

Authorized Contact:	David Gibbs - Chairman Edit Email Address: dgibbs@hallcounty.org Phone: 770-535-8288 ext. 1
Financial Contact:	Paige Smith - Grants Specialist Edit Email Address: psmith@hallcounty.org Phone: 770-535-8274
This application contains Work Activity and Costs in the following areas:	Equipment Hold Ctrl key to select multiple areas.

Federal Funding Accountability and Transparency Act Certification (FFATA)

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

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true?	No

Project Details

Summarize the proposed project, including its purpose and how it aligns with the State's funding priorities for this Grant:	Election facilities and other critical public infrastructure remain vulnerable to disruptions caused by severe weather, equipment failures, and intentional acts that could interrupt essential services. The loss of electrical power at these facilities can affect voting operations, emergency communications, building security, and public safety. Maintaining reliable backup power capabilities is an important part of protecting election infrastructure and ensuring continuity of essential government services. Currently, the Chicopee Woods Agricultural Center in Hall County lacks a permanent connection point for emergency generator power. The facility serves as a voting precinct, hosts agricultural and community events, and functions as an emergency large-animal shelter during disasters. Previous severe weather events have resulted in extended power outages, demonstrating the need for reliable emergency power infrastructure. Without a permanent transfer switch, the County's ability to quickly connect its existing portable generator and restore electrical service is limited. The Chicopee Woods Agricultural Center is a 45-year-old public facility located at 1855 Calvary Church Road in Gainesville, Georgia. As a designated polling location, the facility requires reliable electrical service to support voting equipment, lighting, communications, and other essential systems. A prolonged outage during an election could disrupt voting operations and create additional challenges for election officials and public safety personnel. Hall County is requesting funding through the Homeland Security Grant Program to install a 400-amp manual transfer switch that will provide a permanent connection point for the County's existing 250 kW portable generator. The switch will allow the generator to supply emergency power to the facility during an interruption of commercial electrical service. This improvement will reduce the time required to establish backup power, improve operational reliability, and eliminate the need to purchase a dedicated permanent generator. The project will provide the following outcomes: * Improved continuity of election operations during power disruptions. * Increased reliability of essential lighting, communications, and building systems. * Faster and safer connection of existing emergency generator equipment.

* Improved emergency preparedness and sheltering capabilities.

* Reduced vulnerabilities associated with the loss of electrical service at a critical public facility.

This project supports the DHS/FEMA national priority of Enhancing Election Security by addressing an existing infrastructure vulnerability at a designated polling location. The installation will strengthen Hall County's ability to maintain essential operations during emergencies, reduce the potential impact of intentional disruptions, and protect the continuity of critical public services.

The SHSP supports state, local, tribal, and territorial preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.

FY 2026 Homeland Security Grant Program National Priorities:

Enhancing the Protection of Soft Targets and Crowded Places.

Enhancing Election Security.

Supporting Homeland Security Task Forces and Fusion Centers.

Enhancing and Integrating Cybersecurity Resiliency.

Border Crisis Response and Enforcement Support.

Will the funds being applied for supplant other funding for this project?

No

Example: SPLOST or other local funds already planned for use to do this project

Primary Core Capability to be addressed by this Project:

Common - Infrastructure Systems

Estimate the amount of funding you are requesting that will be used to strengthen the selected Primary Core Capability:

$ 39,312.00

Secondary Core Capability to be addressed by this Project:

Common - Physical Protective Measures

Estimate the amount of funding you are requesting that will be used to strengthen the selected Secondary Core Capability:

$ 39,312.00

How much of the funding in the proposed project can be associated with Law Enforcement Terrorism Prevention Activities (LETPA)?

$ 39,312.00

This could include activities and equipment with a nexus to terrorism that are focused on information sharing and analysis; target hardening; treat recognition; terrorism interdiction; fusion center operation; or training/exercises associated with these activities.

Briefly explain how this project will support LETPA:	The proposed project will support Law Enforcement Terrorism Prevention Activities (LETPA) by strengthening the security and operational resilience of the Chicopee Woods Agricultural Center, a designated voting precinct in Hall County. Election facilities may be vulnerable to intentional disruptions, including attacks on electrical infrastructure intended to interfere with voting operations, emergency communications, or public safety activities. The installation of a 400-amp manual transfer switch will allow Hall County to utilize its existing 250 kW portable generator to restore electrical service during a power interruption. This capability will help maintain essential lighting, communications, and other building systems needed to support election security, law enforcement response, and coordinated emergency operations. By improving the facility's ability to maintain essential services during a potential terrorist incident, the project will support law enforcement efforts to protect election infrastructure, maintain public safety, and respond to security threats. The investment will also support the DHS/FEMA national priority of Enhancing Election Security by reducing vulnerabilities that could disrupt operations at a designated polling location.

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	July- June For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Hall County, GA
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	2875 Browns Bridge Road
Address Line 2:	
City:	GAINESVILLE
State:	GA - Georgia
Zip Code:	30504
Is the Mailing Address on file correct?	Yes

PO Box 907730 Gainesville Georgia 30501

Has your organization been audited in the past 12 months?	Yes, by an outside audit firm
Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $1,000,000 or more in federal assistance during its fiscal year)?	Yes
Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Georgia Department of State Audits
What date was the audit sent?	Jan 1, 2026
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Dec 31, 2026

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

UEI:

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing $5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area Equipment Type Power (POW) AEL Code (List)	10PE-00-PTSW - Switch, Power Transfer		$ 46,250.00	$46,250.00
Application Total				**$46,250.00**
Grand Total				**$46,250.00**

Funding Sources

Method: ○ By Percent ◉ By Amount

Funding Source / Other Agency

Estimated Federal Share: $ 39,312.00 85%

Total Allocated:	$	39,312.00	85%

Equipment Work Plan

Provide up to four major milestones and their associated completion dates that will be required to complete the project.

Add an Objective

EHP Review

Projects that are not classroom training and are not simply (portable) equipment purchases will require an Environmental and Historic Preservation (EHP) Review to be done before work begins. If you wish to review the EHP screening form or program requirements, they can be found at the FEMA EHP site by clicking here.

EHP Review Required:	No

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 530/2026

SUBJECT: Approve the 2027 Board of Commissioners Meeting Schedule.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JR-CC

Recommendation:
Approval.

Purpose of Request:
Approve the 2027 Board of Commissioners Meeting Schedule.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-12-31

Approvals:

Approve	Attorney	Administration	Clerk
JR	JL	CR	JR

Attachments:

Proposed 2027 Meeting Schedule

HALL COUNTY BOARD OF COMMISSIONERS
2027 Commission Meeting Schedule
Hall County Government Center 2nd Floor
2875 Browns Bridge Road, Gainesville, GA 30504

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

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

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

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

Please direct questions and/or concerns to:

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

DRAFT

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 768/2026

SUBJECT: Approve the intergovernmental agreement between Hall County and the Town of Clermont for the administration and enforcement of Animal Control provisions, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: JL

Recommendation:
Approve.

Purpose of Request:

Approve the intergovernmental agreement between Hall County and the Town of Clermont for the administration and enforcement of Animal Control provisions, subject to review and approval by the County Attorney.

History:
The Town of Clermont previously entered into an intergovernmental agreement with Hall County for the administration and enforcement of animal control services. Hall County Animal Services already maintains the resources and personnel necessary to provide animal control services. This updated agreement terminates and supersedes the prior IGA and outlines the renewed terms to continue providing inspection, enforcement, and animal care services within the Town of Clermont.

Facts and Issues:
The Town of Clermont previously entered into an intergovernmental agreement with Hall County for the administration and enforcement of animal control services. Hall County Animal Services already maintains the resources and personnel necessary to provide animal control services. This updated agreement terminates and supersedes the prior IGA and outlines the renewed terms to continue providing inspection, enforcement, and animal care services within the Town of Clermont. Staff recommends to continue to provide these services.

Options:

Funding Requested $ 0.00

Are funds within current budget?	Yes
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
TG	BH	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

IGA

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 768/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TG

Phone: 470-623-7139

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HALL COUNTY, GEORGIA AND THE TOWN OF CLERMONT, GEORGIA

This Intergovernmental Agreement ("Agreement") is made and entered into with an effective date of the _____ day of _____, 2026 ("anniversary date" as used herein), by and between Hall County through its Board of Commissioners (hereinafter "Hall County"), and the Town of Clermont through its Town Council (hereinafter the "Town").

WITNESSETH:

WHEREAS, the Town of Clermont has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Hall County (the "Ordinance"), is in the best interests of the citizens of the Town of Clermont; and

WHEREAS, the Town's size is such that it is not cost-effective for the Town to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Hall County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Hall County to provide those same services in the Town provided that the Town adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the Town; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Hall County to provide inspection and enforcement of the Ordinance at the Town's expense in the Town would promote the general health, welfare, and safety of all citizens of the Town and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the Town, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

1. The Town hereby warrants that it has previously adopted an Animal Control Ordinance identical to that of Hall County as of the effective date hereof.

2. Hall County shall provide sixty (60) days written notice to the Town of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance when practicable.

3. Hall County during the term of this Agreement may revise its Animal Control Ordinance.

4. Upon Hall County revising its Animal Control Ordinance, the Town shall take all steps necessary to enact identical changes within sixty (60) days after notice of Hall County's adoption of such

changes. "Identical" shall mean that there are no substantive additions, deletions or amendments to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Hall County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. Town's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

5. Hall County shall be responsible for all personnel compensation, benefits, equipment, training, liability insurance, and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT.

Commencing with the effective date hereof, Hall County shall be responsible for the enforcement of the Ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the Ordinance within the corporate limits of the Town, with said citations returnable to the Magistrate Court of Hall County. Such Court is hereby delegated the authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed by Town Charter or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION.

All fees, fines, and other revenue attributable to enforcement activities within the Town shall be paid directly to Hall County and all offenses shall be adjudicated in the Magistrate Court of Hall County.

Town shall annually pay to County a sum equal to $1.00 for each year this agreement is in effect. Said sum shall be billed by County to Town in June of each year and shall be due and payable by Town no later than the anniversary date each year.

ARTICLE IV: TERM.

The term of this Agreement shall commence on the effective date first written above, which shall be the date upon which the last party to this Agreement executes the same (the "anniversary date"), whereupon this Agreement shall constitute a binding obligation on the parties hereto. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein. The maximum number of years that this Agreement shall be in effect shall not exceed fifty (50) years.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT.

1. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

2. This Agreement may be terminated by either party upon sixty days written notice to the other.

3. Upon the effective date of this Agreement, the existing intergovernmental agreement between Hall County and the Town concerning the administration and enforcement of animal control services shall be terminated and superseded by this Agreement.

ARTICLE VI: SERVICE DELIVERY STRATEGY.

The parties shall take such action as may be required by applicable law to reflect the services provided under this Agreement through future revision of the Hall County Service Delivery Strategy.

ARTICLE VII: LIABILITY.

Each party shall be responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by law. Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either party under the Constitution or laws of the State of Georgia.

IN WITNESS WHEREOF, Hall County Board of Commissioners and the Clermont Town Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Hall County Board of Commissioners on the _____ day of _____, 2026, and executed this _____ day of _____, 2026, and in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS
OF HALL COUNTY

By: _____
Chairman

Attest: _____
County Clerk

Approved by the Town of Clermont, Georgia on the 6 day of October, 2026, and executed this 6 day of October, 2026, and in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

TOWN COUNCIL OF CLERMONT, GEORGIA

By: James S. Rij
Mayor

TOWN OF CLERMONT
GEORGIA
CHARTERED 1913

Attest: _____
Town Clerk

RDS/llc/900/4896-9683-7838

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 714/2026

SUBJECT: Approve the purchase of sixty (60) Dell desktop computers for Court Administration to Dell Marketing LP (aka Dell Technologies) of Round Rock, TX, in the amount of $59,210.40.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: KS

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of sixty (60) Dell desktop computers for Court Administration to Dell Marketing LP (aka Dell Technologies) of Round Rock, TX, in the amount of $59,210.40.

History:
Desktop computers were previously purchased through MIS; however, this responsibility has since been transitioned to CIS for Judicial Branch purchases. The budgeted funds allocated for Judicial Branch desktop computers were transferred from the MIS budget to the CIS budget.

Facts and Issues:
Desktop computers are maintained on a fiveâ€‘year refresh cycle to ensure hardware remains up to date. CIS currently manages more than 300 desktops.

This was procured under State Contract # 99999-001-SPD0000161-0004. Contract is valid through June 2, 2027.

Options:

Funding Requested	$ 59,210.40
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	2026-11-12

Approvals:

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

Attachments:

Financial Supplement
Dell Invoice - Desktops

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 714/2026

Funds Requested: $ 59,210.40

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	2101-COURT INFORMATION SYSTEMS	522202-COMPUTER REPAIRS & MAINTENANCE	$59,210.40

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KAM

Phone: 770-538-5383

We received your order.

Review additional details or check order status in Premier.

Check order status

Hello,

We're processing your order. Next, you should receive an order confirmation when it's confirmed.

Note: a Premier account is required to review additional details or check order status.

Order details

Dell Purchase ID:	2009839393625
Purchase Order:	CIS-ANNUALPC-KS
Purchase date:	September 30, 2026
Total (USD):	$59,210.40

Customer Information

Company:	HALL COUNTY COMMISSION
Customer:	ACCTS PAYABLE
Customer Number:	24912562
Premier store ID:	rc1695693
Customer email:	charles.shoemaker@nejcga.gov

Contract details

Contract code:	C000000493100

Billing address
PAYABLE ACCTS
HALL COUNTY COMMISSION
PO BOX 1435
GAINESVILLE, GA. 30504-GAINESVILLE,
(770) 5316703

Payment method
Net Terms Purchase Order

Amount
USD $59,210.40

Shipping address
Systems Court Information
Hall County Courthouse
225 Green St SE
2nd Floor - Court Admin
Gainesville GA 30501-3717-Gainesville
(770) 5312460

Shipping method
Free Standard

Order Details

	Description	Qty	Total
	Dell Pro Micro QCM1250	60	$59,210.40
	Premier Discount	−$96,181.80	

Subtotal	$59,210.40
Shipping &/or Handling	$0.00
Non-taxable Amount	$59,210.40
Taxable Amount	$0.00
Estimated Tax	$0.00
Total (USD)	$59,210.40

More options to explore.

Premier
Review order history, invoices or get help.

Review frequently asked questions
Quickly find answers to common support questions.

Thank you for choosing Dell Technologies.

Please do not reply to this email as it's auto-generated.

Important Notices:

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale, or, for cloud/as-a-Service offerings, the applicable cloud terms of service available at www.dell.com/offeringspecificterms. Consumers: these terms include a binding consumer arbitration provision.
Dell reserves the right to cancel this order in the event of pricing or other errors.

All tax quoted by Dell is estimated; final taxes will be listed on the invoice.

You should only provide personal data to Dell where strictly required. Where Dell needs to process your personal data in order to fulfill your order, Dell shall only do this in accordance with its legal obligations and in line with the Dell Privacy Statement.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.
Dell is not responsible for carrier delays, weather, natural disasters or other unforeseeable issues that may impact the delivery of your order after it ships.
Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 685/2026

SUBJECT: Approve the service agreement to purchase, convert the current Jail Management System (JMS) software and support for the Sheriff's Office to Tyler Technologies, Inc. of Overland Park, KS. The estimated cost is $1,932,196.00.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: 1LTM

Recommendation:
Approve

Purpose of Request:
Approve the service agreement to purchase, convert the current Jail Management System (JMS) software and support for the Sheriff's Office to Tyler Technologies, Inc. of Overland Park, KS. The estimated cost is $1,932,196.00.

History:
Jail went live on the current JMS software with Central Square November 2018 which requires on site server and storage costs and maintenance.

Facts and Issues:

Options:

It is anticipated that the court systems will implement Tyler Technologies judicial software as well and this will allow the JMS to integrate more seamlessly with the new judicial system.

This will be an initial 3-year Saas agreement post total estimated installation costs of $ 544,733.

Year 1a - $544,733.00

Year 1b - $440,115.00

Year 2 - $462,121.00

Year 3 - $485,227.00

Software is an exempt purchase under the Hall County Purchasing Ordinance per Code Section 3.10.030 - Exemptions / Sub-section E.

Funding Requested	$ 1,932,196.00
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?	2026-10-22

Approvals:

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

Attachments:
Financial Supplement
Contract Cover Sheet
Agreement
JMS Single Source Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 685/2026

Funds Requested: $ 1,932,196.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	203-RESTRICTED PROGRAMS FUND	3326-SHERIFFâ€JAIL	542400-COMPUTERS AND SOFTWARE	$544,733.00
2028	TBD	3326-SHERIFFâ€JAIL	522202-COMPUTER REPAIRS & MAINTENANCE	$440,115.00
2029	TBD	3326-SHERIFFâ€JAIL	522202-COMPUTER REPAIRS & MAINTENANCE	$462,121.00
2030	TBD	3326-SHERIFFâ€JAIL	522202-COMPUTER REPAIRS & MAINTENANCE	$485,227.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MSM

Phone: 7705316887

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: November 2, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Single Source

Bid/Contract Name: Jail Management System Software Conversion

Department(s) Requesting Contract: Sheriff's Office – Jail

Award Recipient Name: Tyler Technologies, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Spend:

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $1,932,196.00

☐ Product Contract Estimated Amount:

Comment:

Approve the single source 3-year contract for Jail Management System Conversion for the Sheriff's Office to Tyler Technologies, Inc. of Overland Park, KS.

Year 1 - $ 544,733.00
Year 2 - $ 440,115.00
Year 3 - $ 462,121.00
Year 3 - $ 485,227.00

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

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations, if any, are listed in Exhibit A.
- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other

cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services"** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the

overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party to the extent permitted by applicable law.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all

reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
   6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
   6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
   6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

7. Access by Affiliated Organizations. We will grant each Affiliated Organization, if any, access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees for services actually provided in connection with the cancelled professional services and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any

project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. This Agreement is effective as of the date of the last signature below ("Effective Date"); provided, however, the initial SaaS term shall commence on July 1, 2027 and continue through June 30, 2030. Upon expiration of the initial term, this Agreement will renew automatically for two (2) additional one (1) year terms, not to exceed more than a 5% increase over the prior year's fees, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Subsequent renewals will be at our then-current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation

infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASEDON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL**

TERM, AS SET FORTH IN SECTION E(1), 1.5X THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, 1.5X THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $5,000,000 per claim and $5,000,000 in the aggregate;
(iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement to the extent permitted by applicable law.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be

confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
iii. a party receives from a third party who has a right to disclose it to the receiving party; or
iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Any litigation brought under this Agreement shall be filed in the state or federal court of competent jurisdiction in or serving Hall County, Georgia.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. AI Solution Terms. Your rights, and the rights of any of your end users, to use any Tyler AI Solution is subject to the Tyler AI Solution Terms of Service, available at: https://www.tylertech.com/client-terms/tyler-ai-solution-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any Tyler AI solution, you certify that you have reviewed, understand, and agree to

said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 10/30/26

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention Legal Department

Hall County Sheriff's Office, GA

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Hall County
2859 Browns Ridge Road
Gainesville, GA 30504
Attention: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
ANNA SCHWAEMMLE
Assistant County Attorney

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

tyler technologies

Quoted By: Craig Campbell
Quote Expiration: 12/31/26
Quote Name: Hall County Jail Management System

Billing Address:
Hall County
2859 Browns Ridge Road
Gainesville, GA 30504
Phone: +1 (770) 531-6900

Annual / SaaS

Description	Fee	Discount	Annual
Tyler One			
Identity			
Workforce Direct	0	$ 0	$ 0
Justice			
Enterprise Corrections			
Corrections Mobile (Includes Hardware - Qty. 25)	$ 55,000	$ 0	$ 55,000
Jail Manager Core+ Suite	$ 367,500	$ 73,500	$ 294,000
Civil Process			
Civil Serve - SaaS [4]	27,600	$ 5,520	$ 22,080
Civil Process Mobile - SaaS [6]	$ 15,600	$ 3,120	$ 12,480
Enforcement Mobile			
Interface			
Interface: RMS - AXON	$ 3,999	$ 800	$ 3,199
Interface: Locally Created (Not a CMS Vendor) Court Case Mgmt System	$ 3,999	$ 800	$ 3,199
Task			
Task: Tow/Impound Report (standard)	$ 3,999	$ 800	$ 3,199

Task: Electronic Citations/Summons	$ 3,999	$ 800	$ 3,199
Task: Criminal Trespass Warning	$ 3,999	$ 800	$ 3,199
Subscription License Fees			
Enforcement Mobile Enterprise License - MDT, iOS, Android (120)	$ 50,700	$ 10,140	$ 40,560
TOTAL			**$ 440,115**

Services

Description	Quantity	Unit Price	Discount	Total
Enforcement Mobile				
Project Management	1	$ 3,000	$ 0	$ 3,000
Set-Up & Configuration - Device Optimization, Hardware (per device/printer)	120	$ 100	$ 0	$ 12,000
Task: Language Translation	1	$ 500	$ 0	$ 500
Training	1	$ 5,000	$ 0	$ 5,000
Set Up & Configuration - Interface RMS	1	$ 4,500	$ 0	$ 4,500
Set Up & Configuration - Interface CMS	1	$ 4,500	$ 0	$ 4,500
Set Up & Configuration - eCitation to include MDT, iOS, Android	1	$ 25,000	$ 0	$ 25,000
Justice				
Project Management -Enterprise Corrections	728	$ 195	$ 0	$ 141,960
Setup, Configuration & Consulting - Enterprise Corrections	592	$ 185	$ 0	$ 109,520
Training - Enterprise Corrections	192	$ 185	$ 0	$ 35,520
Data Conversion - Enterprise Corrections	212	$ 175	$ 0	$ 37,100
Go-Live Assistance - Enterprise Corrections	240	$ 185	$ 0	$ 44,400
Deployment - Enterprise Corrections	40	$ 185	$ 0	$ 7,400
Current & Future State Analysis - Enterprise Corrections	64	$ 185	$ 0	$ 11,840
Travel Premium	1	$ 15,800	$ 0	$ 15,800
1 Week Training (10 people max per class)	1	$ 5,700	$ 0	$ 5,700
Personalization	60	$ 190	$ 0	$ 11,400
1 week Go-Live Assistance	1	$ 5,700	$ 0	$ 5,700
Project Management	60	$ 190	$ 0	$ 11,400
Setup, Configuration, & Consulting	50	$ 190	$ 0	$ 9,500
TOTAL				**$ 501,740**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 440,115
Total Tyler Services	$ 501,740	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel	$ 42,993	$ 0
Summary Total	**$ 544,733**	**$ 440,115**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Justice				
Enterprise Corrections				
Data Conversion - Enterprise Corrections	212	$ 175	$ 0	$ 37,100
	TOTAL			**$ 37,100**

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Tyler One			

Identity			
Workforce Direct	$ 0	$ 0	$ 0
Justice			
Civil Process			
Internal Civil Case Access - SaaS	$ 4,300	$ 0	$ 4,300
Public Civil Case Access - SaaS	$ 4,300	$ 0	$ 4,300

TOTAL **$ 8,600**

Optional Services

Description	Quantity	Unit Price	Discount	Total
Enforcement Mobile				
Set Up & Configuration - Enterprise Justice Interface	1	$ 0	$ 0	$ 0

TOTAL **$ 0**

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html
Standard support for Tyler's Enterprise Public Safety is 8am to 9pm est. Emergency support is available 24/7/365 for CAD, Mobile and NCIC for system down critical matters.

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor.
CivilQuery Single site configuration included. Additional sites may require additional configuration services.

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced in the following amounts:

	Year 1 7/1/2027	Year 2 7/1/2028	Year 3 7/1/2029
Annual SaaS Fee	$440,115.00	$462,121.00	$485,227.00

   Upon expiration of the initial term, your annual SaaS fees for years 4 and 5 will be not to exceed more than a 5% increase over the prior year's fees. Thereafter, renewal SaaS fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services:* Fees for the Tyler services identified in Exhibit A shall be invoiced in accordance with the following milestone billing schedules:

   Civil Process - $43,700
   20% on the Effective Date
   20% upon granting Client Access to the Tyler Software in the hosted environment
   20% completion of Solution Validation
   20% upon completion of train-the-trainer activity
   20% upon completion of Go Live

   Enforcement Mobile - $54,500
   20% on the Effective Date
   20% upon granting Client Access to the Tyler Software in the hosted environment
   20% completion of Solution Validation
   20% upon completion of train-the-trainer activity
   20% upon completion of Go Live

   Jail Manager – $403,540
   20% on the Effective Date
   20% upon granting Client Access to the Tyler Software in the hosted environment
   20% completion of Solution Validation
   20% upon completion of train-the-trainer activity
   20% upon completion of Go Live

3. Hardware & Third-Party Products.
   3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
   3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
   3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Expenses. The Investment Summary includes travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Fire Prevention Mobile Terms. If applicable, your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms. Notwithstanding the foregoing, your obligations to comply with such terms shall be to the extent permitted under applicable law.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Mobile/Mobility Suite

Tyler Contract 090926 - Hall County GA TYL 10 3026-Final-pre-sign

Final Audit Report 2026-10-30

Created:	2026-10-30
By:	Lori English (lori.english@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAudZmV4J_F2ZZhsK2DWUFlhgH61n80dq6

"Tyler Contract 090926 - Hall County GA TYL 103026-Final-pre-sign" History

Document created by Lori English (lori.english@tylertech.com)
2026-10-30 - 7:30:04 PM GMT- IP address: 163.116.129.123

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2026-10-30 - 7:31:18 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2026-10-30 - 7:56:15 PM GMT- IP address: 216.76.52.107

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2026-10-30 - 7:56:31 PM GMT - Time Source: server- IP address: 146.75.165.32 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-10-30 - 7:56:31 PM GMT

tyler technologies | Powered by Adobe Acrobat Sign

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.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 753/2026

SUBJECT: Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for the Sheriff's Office Explosive Ordinance Detection (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: CJU

Recommendation:
Approve

Purpose of Request:
Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for the Sheriff's Office Explosive Ordinance Detection (EOD) K9 Team to purchase a new K9 unit vehicle in the amount of $65,000.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

History:
Hall County has received K9 Homeland Security Grant funding since 2010 for the bomb detection dogs program. This funding is used for dog food, dog medical costs, training equipment, and transportation needs for the program's current canines.

Facts and Issues:

Options:

This grant provides funding from the U.S. Department of Homeland Security through the Georgia Emergency Management Agency to help Hall County build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

The Hall County Sheriff's Office is requesting funding to purchase a new vehicle and the necessary modifications to safely transport an explosive detection K9 while maintaining operational readiness.

Funding opportunity release date: October 5, 2026
Application due date: October 15, 2026

The agenda item is a ratification due to not being able to line up the short turnaround for acting on the funding opportunity with a Board of Commissioners voting meeting.

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Multiple Grants 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	SC	SC	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

FY27 GEMA SHSP K9 Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 753/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Multiple Grants Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	3310-SHERIFFâ€OPERATIONS	331150-FEDERALâ€OPERATING INDIRECT	$-65,000.00
2027	250-MULTIPLE GRANT FUND	3310-SHERIFFâ€OPERATIONS	542200-MOTOR VEHICLES	$65,000.00

Budget Transfer Items:

Additional Information/Comments:

Assistance Listing Number (ALN) / CFDA Number 97.072, Funding passed through and administered by GEMA (Georgia Emergency Management and Homeland Security Agency).

Contact for Questions: CJU

Phone:

Application - Hall County K9

Routing in Progress: Program Manager Review (Step 2 of 7)

Application Summary

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

Title:	Hall County K9
Total Project Cost:	$65,000.00
Eligible Amount:	$65,000.00
Cost Summary:	Equipment $65,000.00 Note: these values will only update after the form is saved.
Funding Sources:	Federal - $65,000.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	2) Program Manager Review Description: Initial Review by the Program Manager
Recipients:	HSGP Program Manager (Full Access (State))
Last Advanced:	Oct 15, 2026 at 12:09 PM by Diana Avalos

Grant

2026 State Homeland Security Program
State Homeland Security Program
Start Date: September 1, 2026
Assistance Listing Number (CFDA): 97.067

Applicant

Hall (county)
Hall County
UEI: < no value >
FIPS: 139-99139-00
FEIN #: 58-6000836
Vendor # (Applicant): 0000014610
DUNS #: 078124617 Type: County Government
Physical: 470 Crescent Drive
Gainesville, GA, 30501
Mailing: PO Box 907730
Gainesville, GA, 30501

Last Certified:	Oct 15, 2026 at 12:09 PM by Diana Avalos
Submission:	Oct 15, 2026 at 12:09 PM by Diana Avalos

Introduction

Summary Information

Grant:	2026 State Homeland Security Program
Project Discipline Type:	General
Title:	Hall County K9 Used to help identify the Project. Ex: "Jurisdiction - Project Name".
Total Project Investment Amount:	65000
Project Capabilities Type:	Sustaining Existing Capabilities
National Priority Area:	Enhancing the Protection of Soft Targets and Crowded Places
Does the project require an MOU to a State Agency?	No

Primary Contact:	Sommer Green - Grants Manager Edit Email Address: sgreen@hallcounty.org Phone: 770-297-5503
Alternate Contact:	Paige Smith - Grants Specialist Edit Email Address: psmith@hallcounty.org Phone: 770-535-8274

Authorized Contact:	David Gibbs - Chairman Edit Email Address: dgibbs@hallcounty.org Phone: 770-535-8288 ext. 1
Financial Contact:	Taylor Samples - Assistant Finance Director Edit Email Address: tsamples@hallcounty.org Phone: 770-531-4940
This application contains Work Activity and Costs in the following areas:	Equipment Hold Ctrl key to select multiple areas.

Federal Funding Accountability and Transparency Act Certification (FFATA)

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

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true?	No

Project Details

Summarize the proposed project, including its purpose and how it aligns with the State's funding priorities for this Grant:

Soft targets and mass gatherings remain among the most vulnerable to terrorist and transnational criminal threats involving Improvised Explosive Devices (IEDs). Sporting events, concerts, houses of worship, festivals, and transportation hubs often lack permanent protective measures, leaving large concentrations of people exposed. The DHS National Terrorism Advisory System and FBI intelligence assessments consistently identify explosives as a preferred attack method of both foreign terrorist organizations and domestic violent extremists.

Current security measures in Hall County are not sufficient to provide rapid, wide-area explosive detection coverage at high-risk events. While technology-based systems are valuable, they cannot match the mobility, adaptability, and deterrence capability of properly trained EOD canine teams. This gap leaves communities at risk during large-scale events where mass casualties could result from a single successful IED attack.

The Hall County Sheriff's Office EOD K9 Unit was formed in 2002 with one K9 team. The Hall County Sheriff's Office now has four EOD K9 teams and is responsible for providing an EOD response to law enforcement agencies in unincorporated Hall County; the city limits of Gainesville, Oakwood, Flowery Branch, and Braselton; GEMA; as well as mutual aid for any jurisdictions throughout northeast Georgia that make a request.

The Hall County Sheriff's Office is seeking $_65,000_. The Hall County Sheriff's Office EOD K9 Unit is part of the Hall County Sheriff's Office, a certified Georgia law enforcement agency. The Hall County Sheriff's Office services a population of approximately 221,745 residents, with the daytime population swelling to over 250,000 people with visitors. This number drastically increases in the summer months with an average of 8-10 million visitors to Lake Lanier. Hall County has a major rail station, airport, federal courthouse, 2 county courthouses, and 4 municipal courtrooms, 11 postal facilities, 3 colleges, 3 water treatment facilities, 11 nursing homes, 20 daycares and 37 public schools. Hall County is home to largest hospital system in northeast Georgia with two hospitals, one located on the north side of the county and one on the south side.

In 2025, the Hall County Sheriff's Office EOD K9 Unit responded to 17 incidents within Hall County and responded to 54 out of county requests for assistance or special events as a member of GEMA/Homeland Security EOD Canine Program within Georgia. During 2025, the Hall County Sheriff's Office EOD K9 Unit conducted a total of 4,234 sterility sweeps, with 18,542 vehicles and 6,123 packages/parcels being searched during both the sterility sweeps and callouts.

This project will support the ongoing operation of the Explosive Ordnance Detection (EOD) Canine Program to strengthen the protection of soft targets and mass gatherings across the state. Funding will be used for the acquisition, training, certification, and ongoing maintenance of EOD canine handler teams, enabling rapid detection and deterrence capabilities at high profile events.

EOD canine teams possess the unique ability to operate effectively in crowded, fast-moving environments where large-scale screening of people, vehicles, or packages is essential. These teams will be available for statewide deployment, supporting local law enforcement, emergency management agencies, and federal partners. They will also seamlessly integrate with existing bomb squad and tactical response operations, enhancing interoperability and serving as vital force multipliers.

The SHSP supports state, local, tribal, and territorial preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.

FY 2026 Homeland Security Grant Program National Priorities:

Enhancing the Protection of Soft Targets and Crowded Places.

Enhancing Election Security.

Supporting Homeland Security Task Forces and Fusion Centers.

Enhancing and Integrating Cybersecurity Resiliency.

Border Crisis Response and Enforcement Support.

Will the funds being applied for supplant other funding for this project?

No

Example: SPLOST or other local funds already planned for use to do this project

Primary Core Capability to be addressed by this Project: Common - Threats and Hazard Identification

Estimate the amount of funding you are requesting that will be used to strengthen the selected Primary Core Capability: $ 65,000.00

Secondary Core Capability to be addressed by this Project: Common - Risk and Disaster Resilience Assessment

Estimate the amount of funding you are requesting that will be used to strengthen the selected Secondary Core Capability: $ 65,000.00

How much of the funding in the proposed project can be associated with Law Enforcement Terrorism Prevention Activities (LETPA)? $ 65,000.00

This could include activities and equipment with a nexus to terrorism that are focused on information sharing and analysis; target hardening; treat recognition; terrorism interdiction; fusion center operation; or training/exercises associated with these activities.

Briefly explain how this project will support LETPA:	Hall County's Explosive Ordinance Detection K9 Program teams conduct sweeps and detect commercial, military, and homemade explosives at local and region events such as courthouses, schools, concert venues, road races, parades, and special events. Within the last year alone, Hall County performed 3,917 sterility sweeps, 8 in-county callouts, 32 out of county callouts, searched 17,512 vehicles and 5,268 unknown packages, and responded to 14 total bomb threats. Goals and Objectives: Goal 1: Strengthen security at soft targets and mass gathering venues. - Objective 1.1: Deploy certified EOD canine teams to detect explosives and deter threats at high-priority events. - Objective 1.2: Integrate canine teams into security plans for sporting events, religious gatherings, concerts, and civic festivals. Goal 2: Enhance statewide preparedness and response capabilities. - Objective 2.1: Provide a deployable EOD canine resource to support local and regional law enforcement partners. - Objective 2.2: Ensure EOD canine teams participate in joint training exercises with law enforcement, emergency management, and DHS partners. Goal 3: Sustain long-term operational capability. - Objective 3.1: Maintain canine health, certification, and readiness through grant-funded sustainment activities. - Objective 3.2: Deliver ongoing education and specialized training to ensure adherence to national EOD detection standards. Evaluation and Performance Metrics: The program's success will be assessed by: - The number of canines trained and certified to national EOD standards. - The frequency and scope of deployments to soft target and mass gathering venues. - Results from After-Action Reports (AARs) and improvement plans following events and exercises. - Increases in deterrence and public confidence, assessed through post event feedback. - Evidence of effective coordination with local, state, and federal agencies during joint operations. Alignment with National Priorities: This initiative is aligned with DHS/FEMA SHSGP priorities, specifically:

- Protecting Soft Targets and Crowded Places: By providing proactive, mobile detection capabilities.
- Countering Domestic Violent Extremism and IED Threats: Addressing a favored attack method of extremists.
- Enhancing State and Regional Preparedness: By establishing a scalable capability accessible across multiple jurisdictions.

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	July- June For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Hall County, GA
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	2875 Browns Bridge Road
Address Line 2:	
City:	Gainesville
State:	GA - Georgia
Zip Code:	30504
Is the Mailing Address on file correct?	Yes

PO Box 907730 Gainesville Georgia 30501

Has your organization been audited in the past 12 months?	Yes, by an outside audit firm
Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $1,000,000 or more in federal assistance during its fiscal year)?	Yes
Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Georgia Department of State Audits
What date was the audit sent?	Jan 25, 2026
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Dec 31, 2026

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

UEI:

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing $5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area: Equipment Type: Explosive Ordinance Disposal (EOD) K9 AEL Code (List)	07ED-01-DOGS - Canines, Explosive Detecting		$ 47,700.00	$47,700.00
Area: Equipment Type: Explosive Ordinance Disposal (EOD) K9 AEL Code (List)	07ED-01-DOGS - Canines, Explosive Detecting		$ 17,300.00	$17,300.00
Application Total				**$65,000.00**
Grand Total				**$65,000.00**

Funding Sources

Method: ○ By Percent ◉ By Amount

Funding Source / Other Agency

Estimated Federal Share:	$	65,000.00	100%
Total Allocated:	$	65,000.00	100%

Equipment Work Plan

Provide up to four major milestones and their associated completion dates that will be required to complete the project.

Add an Objective

EHP Review

Projects that are not classroom training and are not simply (portable) equipment purchases will require an Environmental and Historic Preservation (EHP) Review to be done before work begins. If you wish to review the EHP screening form or program requirements, they can be found at the FEMA EHP site by clicking here.

EHP Review Required:	No

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 767/2026

SUBJECT: Approve the purchase of twenty-five (25) Ford Explorer pursuit vehicles, five (5) Ford F-150 Police Pursuit Trucks, and one (1) Dodge 2500 Police Pursuit Truck for the Sheriff's Office to Lavonia Ford DBA Ed Murdock Ford of Lavonia, GA, in the amount of $1,378,763.00.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of twenty-five (25) Ford Explorer pursuit vehicles, five (5) Ford F-150 Police Pursuit Trucks, and one (1) Dodge 2500 Police Pursuit Truck for the Sheriff's Office to Lavonia Ford DBA Ed Murdock Ford of Lavonia, GA, in the amount of $1,378,763.00.

History:

Ed Murdock Ford is a vendor in good standing with Hall County.

Facts and Issues:
Ed Murdock Ford is the lowest and responsible bidder who can provide all three vehicle types in the given amount of time.

Ed Murdock Ford is on statewide contract #99999-SPD-SPD0000218-0007.

Vehicles will be used for the Patrol division to replace aging vehicles in the fleet.

Options:

Funding Requested $ 1,378,763.00

Are funds within current budget? Yes

Source of Funds	Capital Projects Fund / Multiple Grants Fund / 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?	2026-11-12

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Quotes: Ford Explorer Pursuit Vehicles (25)

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 767/2026

Funds Requested: $ 1,378,763.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund / Multiple Grants Fund / SPLOST IX

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	3310-SHERIFFâ€OPERATIONS	542200-MOTOR VEHICLES	$48,343.00
2027	325-SPLOST IX	3310-SHERIFFâ€OPERATIONS	542200-MOTOR VEHICLES	$238,008.50
2027	350-CAPITAL PROJECTS FUND	3310-SHERIFFâ€OPERATIONS	542200-MOTOR VEHICLES	$1,092,411.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM

Phone: 678-618-1235

HCAM 767/2026 Bid Tab

SCORES	Lavonia Ford dba Ed Murdock Ford	CarGurus	CarGurus	Lavonia Ford dba Ed Murdock Ford	Parks Ford	Billy Howell Ford
	Lavonia, GA	Online (Ellijay, GA)	Online (Gainesville, GA)	Lavonia, GA	Hendersonville, NC	Cumming, GA
Ford Explorer Pursuit Vehicles (Unit Price for Qty 25)	$43,432.00	$50,244.00	$51,472.00	$48,343.00		
Total	$1,085,800.00					
Ford F-150 Pursuit Truck (Unit Price for Qty 5)	$48,343.00				$56,778.00	$57,636.00
Total	$241,715.00					
Dodge 2500 Pursuit Truck (Unit Price for Qty 1)	$51,248.00					
Total	$1,378,763.00	$1,256,100.00	$1,286,800.00	$1,208,575.00	$227,112.00	$230,544.00

*Ed Murdock Ford is on statewide contract #99999-SPD-SPD0000218-0007.

Number of companies 4	4
Number of Hall Co Companies	0
Total responses	4
Number of Hall Co responses	0
No Bids	0

Ford

Preview Order **R15W - K8A - Police Inter Utility AWD:** Order Summary Time of Preview: 09/15/2026 16:15:57 Receipt: 7/20/2026

Dealership Name: Ed Murdock Ford **Sales Code :** F21715

Dealer Rep.	Michael Welch	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	R15W
Customer Name	HALL CO	**Priority Code**	J2	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49050	REAR DR HNDL AND LOCKS INOPR	$100
.119 INCH WHEELBASE	$0	PRICE CONCESSION INDICATOR	$0
TOTAL BASE VEHICLE	$49050	FRONT LICENSE PLATE BRACKET	$0
AGATE BLACK METALLIC	$0	50 STATE EMISSIONS	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
ONYX INTERIOR	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
EQUIPMENT GROUP 500A	$0	FUEL CHARGE	$0
.FM STEREO	$0	NET INVOICE FLEET OPTION (B4A)	$0
3.3L TI-VCT V6 ENGINE	$0	PRICED DORA	$0
10-SPEED AUTO TRANSMISSION	$0	ADVERTISING ASSESSMENT	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	DESTINATION & DELIVERY	$1795

QUOTE

	MSRP
TOTAL BASE AND OPTIONS	$50945
DISCOUNTS	NA
TOTAL	$50945

ORDERING FIN: QC832 **END USER FIN:** QC832
SHIP TO : **F21715**
86 North Fairview Road, Lavonia, GA, 30553-3300

Quote #3
$43,432.00
x25 =
$1085,800.00

Customer Name:
Customer Address:
Customer Email:
Customer Phone:

T. MORGAN
Customer Signature Date

This is not an invoice.

< All results



2026 Ford Explorer Police Interceptor Utility AWD

Ellijay, GA (42 mi away)

$50,244 ✓ Price includes fees

MSRP $53,235

Dealer rating (4 reviews) ★★★★★

Features

- **Mileage** 0
- **Drivetrain** All-Wheel Drive
- **Transmission** Automatic
- **Bluetooth**
- **Backup camera**
- **Blind spot monitoring**
- **Parking sensors**

Request information

Check availability

Call (706) 551-7991

Chat

Pre-qualify for financing with no impact to your credit score.

CapitalOne CHA



2026 Ford Explorer
Ellijay, GA (42 mi away)

Quote #1

$50,244

Pre-qualify to know your monthly payment

No impact on credit score

Unlock real rates

Only takes minutes

Get pre-qualified

Overview

Make: Ford

Model: Explorer

Year: 2026

Trim: Police Interceptor Utility AWD

Body type: SUV / Crossover

Mileage: 0 mi

Condition: New

VIN: 1FM5K8AC0TGB30312

Stock number: 1580

Fuel economy

Fuel tank size: 21 gal

Performance

Transmission: Automatic

Drivetrain: All-Wheel Drive

Safety



2026 Ford Explorer
Ellijay, GA (42 mi away)

$50,244

Blind Spot Monitoring

Curtain Airbags

Driver Airbag

Front Side Airbags

Parking Sensors

Passenger Airbag

Measurements

Doors: 4 doors

Front legroom: 43 in

Back legroom: 40 in

Cargo volume: 52 cu ft

History

Clean title

No issues reported.

0 accidents reported

No accidents or damage reported.

Pricing

$50,244

CarGurus

MSRP $53,235

Contact dealer

Selling slowly

On the market longer than average. There may be



2026 Ford Explorer

Ellijay, GA (42 mi away)

$50,244

< All results



2026 Ford Explorer Police Interceptor Utility AWD

Price includes $308 delivery to Gainesville, GA

$51,782 ✓ Price includes fees

MSRP
$50,975

Dealer rating (5 reviews)

Request information

Check availability

Call (334) 518-4422

Chat

Features

Mileage
25

Drivetrain
All-Wheel Drive

Exterior color
Agate Black

Interior color
Black

Engine
285 hp 3.3L V6

Fuel type
Gasoline

Transmission

Backup camera

2026 Ford Explorer

Mileage: 25 · Price includes $308 delivery to Gainesville, GA

~~$51,782~~ QUOTE #2 -$308 DELIVERY = $51,472

Model: Explorer

Year: 2026

Trim: Police Interceptor Utility AWD

Body type: SUV / Crossover

Exterior color: Agate Black

Interior color: Black

Mileage: 25 mi

Condition: New

VIN: 1FM5K8AB1TGB96584

Stock number: B96584

Fuel economy

Fuel tank size: 21 gal

Fuel type: Gasoline

Performance

Transmission: Automatic

Drivetrain: All-Wheel Drive

Engine: 285 hp 3.3L V6

Horsepower: 285 hp

Safety

ABS Brakes

Backup Camera

Curtain Airbags

Driver Airbag

2026 Ford Explorer

Mileage: 25 · Price includes $308 delivery to Gainesville, GA

$51,782

Measurements

Doors: 4 doors

Front legroom: 43 in

Back legroom: 40 in

Cargo volume: 52 cu ft

Delivery & return information

Now you can buy a car you love, even if it isn't nearby. Buy this car from home and get it shipped to your driveway.

Delivery fee
Price includes $308 delivery to Gainesville, GA.

Return policy
If the car delivered isn't as described, request a return within 7 days of arrival.

Delivery time, fees, and return policy may vary per vehicle. Contact dealer for details and to assess the vehicle before shipment. For more about delivery, visit the CarGurus Delivery FAQ.

History

Clean title
No issues reported.

0 accidents reported
No accidents or damage reported.

Ford

Preview Order R02W - W1P - 4x4 Police SuperCrew: Order Summary Time of Preview: 09/15/2026 17:13:53 Receipt: 8/3/2026

Dealership Name: Ed Murdock Ford **Sales Code :** F21715

Dealer Rep.	Michael Welch	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	R02W
Customer Name	HALL COUNTYSO	**Priority Code**	L1	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW POLICE- 145	$52700	FRONT LICENSE PLATE BRACKET	$0
145 INCH WHEELBASE	$0	BLACK PLATFORM RUNNING BOARDS	$255
TOTAL BASE VEHICLE	$52700	LED FOG LAMPS	$145
AGATE BLACK METALLIC	$0	REMOTE KEYLESS-ENTRY KEY FOB	$375
POLICE 40/BLANK/40	$0	INTEGRATED TRAILER BRAKE CONT	$305
BLACK	$0	PRICE CONCESSION INDICATOR	$0
EQUIPMENT GROUP 150A	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.XL SERIES	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
3.5L V6 ECOBOOST	$0	FUEL CHARGE	$0
ELEC TEN-SPEED AUTO TRANS	$0	NET INVOICE FLEET OPTION (B4A)	$0
LT265/70R18C BSW ALL-TERRAIN	$0	PRICED DORA	$0
.3.31 ELECTRONIC LOCK RR AXLE	$0	ADVERTISING ASSESSMENT	$0
7075# GVWR PACKAGE	$0	DESTINATION & DELIVERY	$2795
FORD FLEET SPECIAL ADJUSTMENT	$0		

QUOTE

	MSRP
TOTAL BASE AND OPTIONS	$56575
DISCOUNTS	NA
TOTAL	$56575

ORDERING FIN: QC832 **END USER FIN:** QC832
SHIP TO : **F21715**
86 North Fairview Road, Lavonia, GA, 30553-3300

Quote #3

$48,343.00

x5 =

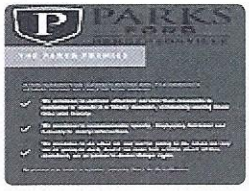
$241,715.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:








Near Hendersonville, NC

New 2026 Ford F-150 Police Responder

$56,778 $55,780 MSRP • **3 mi** Quote #2

✓ Price includes fees

PCL XL error

Subsystem: IMAGE

Error: ExtraData

Operator: ReadImage

Position: 365

PCL XL error

Subsystem: KERNEL

Error: UnsupportedBinding

Operator: 0x0

Position: 0

2026 Ford F-150 Police Responder XL

Total Price $57,636

Get Out The Door Price

QUOTE # 1

Vehicle Viewed 70 Times



We use cookies to recognize you and optimize your experience when visiting our sites and using our services. For more information on how we use cookie...
Show More
Ok



VIEW ALL

2026 Ford F-150 Police Responder XL 4WD Automatic

VIN: 1FTFW1P8XTKE15538
STOCK: H26816

MSRP	**$56,460**
Service Fee	+$977

We use cookies to recognize you and optimize your experience when visiting our sites and using our services. For more information on how we use cookie...
Show More
Ok

Schedule Test Drive

Text Link

DESCRIPTION

>>>>>>>>>>>>>>>>>>> BILLY HOWELL FORD....CALL NOW!. Agate Black Metallic 2026 Ford F-150 Police Responder XL 3.5L V6 4WD Have the peace of mind knowing that all of our new Ford vehicles come with a Lifetime Powertrain Warranty AT NO EXTRA CHARGE!! POWERLIFE will cover your engine, transmission, drive axle system, seals, gaskets, and other internally lubricated parts for AS LONG AS YOU OWN YOUR VEHICLE!! Does not apply to diesel trucks, GT series Mustang, commercial or specialty vehicles.

Come experience the "Billy Howell Difference". You will be glad you did! Our Pricing Mission at Billy Howell Ford Lincoln is to present market value pricing to all of our clients. This is achieved by poling over 40,000 websites hourly. This ensures that every one of our clients receives real-time Value Pricing on every vehicle we sell. We do not artificially inflate our prices in the hopes of winning a negotiating contest. We do not play pricing games. After being in business since 1977, we realized that Market Value Pricing is by far the best approach for our customers. This tool allows us to compare prices on our vehicles to inventory at all of our competitors. We monitor our prices daily to ensure our you are getting the best value on a new or pre-owned vehicle.

VEHICLE DETAILS

EXTERIOR:
Black Metallic

INTERIOR:
Black

BODY TYPE:
Truck

DRIVE TYPE:
4WD

HIGHWAY/CITY MPG:
23 / 17 [3]
*EPA ESTIMATED

ENGINE:
3.5L V6

TRANSMISSION:
Automatic

MODEL CODE:
W1P

KEY FEATURES

SIDE IMPACT AIRBAGS

SPECIFICATIONS

AUDIO

AXLE RATIO

CLIMATE CONTROL

CONVENIENCE

We use cookies to recognize you and optimize your experience when visiting our sites and using our services. For more information on how we use cookie...

Show More

Ok

QUOTE

ED MURDOCK SUPERSTORES, INC
86 NORTH FAIRVIEW ROAD
LAVONIA, GA 305533300

Configuration Preview

Date Printed: 2026-06-10 3:02 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1:
FAN 2:
Client Code:
Bid Number: TB7059
PO Number:

Sold to:
ED MURDOCK SUPERSTORES, INC (67748)
86 NORTH FAIRVIEW ROAD
LAVONIA, GA 305533300

Ship to:
ED MURDOCK SUPERSTORES, INC (67748)
86 NORTH FAIRVIEW ROAD
LAVONIA, GA 305533300

Vehicle: 2027 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box) (DJ7L91)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box)	53,925
Package:	2UA	Customer Preferred Package 2UA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	295
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XCH	2 Additional Key Fobs	275
	XAN	Blind Spot and Cross Path Detection	695
	AGS	Commercial Features Package	495
	AAP	Special Service Vehicle Group	685
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7059	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			2,795
		Total Price:	59,165

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

PSP Month/Week:
Build Priority: 99

$51,248.00
Total Delivered

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 726/2026

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

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: BS

Recommendation:
Request Approval

Purpose of Request:

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

History:
This resolution and agenda item will supersede the previous version approved at the September 10, 2026 Board of Commissioners Voting Meeting. This update includes all of the proposed fee updates for Development Servcies and Fire Services as it relates to Building Inspections.

Facts and Issues:

Options:

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

Approvals:

Submit	Budget	Finance	Attorney
TS	JM	TS	JL

Administration	Clerk
CR	JR

Attachments:

Resolution

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO ADOPT AND AMEND THE BUILDING INSPECTIONS FEE SCHEDULE

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, O.C.G.A. § 36-1-20 grants the Hall County Board of Commissioners ("the Board of Commissioners") the authority to adopt ordinances preserving the public safety, health, and welfare to adopt appropriate measures to enforce those ordinances; and

WHEREAS, O.C.G.A. § 48-13-9 authorizes the Board of Commissioners to require payment of a regulatory fee if the local government customarily performs investigations or inspections to protect the public health safety or welfare or in the course of enforcing state or local building, health, or safety code, provided that the regulatory fee is used to fund the regulatory activity performed by the local government; and

WHEREAS, staff members from Hall County's Business License Division, Building Inspections Division, and Fire Rescue reviewed the previous fee schedule and recommended revisions to improve, clarify, and update the County's Building Inspections Fee Schedule; and

WHEREAS, the Board of Commissioners finds that the efficient administration of the Business License, Building Inspection, and Fire Services departments requires the adoption of a comprehensive Building Inspections Fee Schedule; and

WHEREAS, the Board of Commissioners finds that the proposed Building Inspections Fee Schedule is in the best interests of the citizens of Hall County and promote public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that the Building Inspections Fee Schedule is amended and adopted as follows:

1.

The Building Inspection Fee Schedule is hereby amended by adopting Exhibit "A" and Exhibit "B", attached hereto and incorporated by reference.

2.

Any prior ordinances, policies, or resolutions concerning the amount the of fees itemized in the attached Building Inspection Fee Schedule, including the Resolution to Amend the Code of Ordinances of Hall County with Regard to Building Inspections Fee Schedule adopted on September 10, 2026, shall be deleted and replaced by Exhibit "A" and Exhibit "B."

3.

County staff and appropriate administrative departments are authorized and directed to take all actions reasonably necessary to implement the amended Fee Schedule.

4.

This Resolution shall become effective upon December 1, 2026.

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

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Hall County, Georgia
Updated Fees EXHIBIT A
Building Inspections - Unincorporated Resident

Building Inspection Fees

	Current Amount	Proposed Amount
Miscellaneous		
ADMINISTRATIVE FEE	$50.00	
RE-INSPECTION FEE 1ST TIME NOT READY	$50.00	
RE-INSPECTION FEE FOR 2ND TRIP	$75.00	
RE-INSPECTION FEE FOR 3RD TRIP	$100.00	
RE-INSPECTION FEE FOR STOP WORK ORDR	$100.00	
INSPECTIONS OUTSIDE OF NORMAL BUSINESS HOURS	$125.00 PER HOUR ($250 MINIMUM)	
CHANGE OF CONTRACTOR		
FUEL TANK	$50.00	
RENEWAL FEE		
COMPLETE RE-PERMIT (AFTER EXPIRATION)	FULL CHARGE (LESS ANY PAID IMPACT FEES)	
APPEAL OF PERMIT OR INSPECTION RELATED STAFF DECISION	$200.00	
PENALTIES		
DOUBLE FEE FOR WORK STARTED BEFORE PERMIT IS ISSUED FOR PROJECT- 2X PERMIT FEE		
DOUBLE FEE PLUS PERMIT FEE FOR WORK STARTED BEFORE PERMIT APPLICATION IS FILED- 3X PERMIT FEE		
PLAN REVIEW FEE		
COMMERCIAL	$500 (250 BI/ 250 Fire)	
NEW SINGLE-FAMILY RESIDENTIAL REVIEW	$100.00	
RESIDENTIAL RENOVATIONS/ADDITIONS	$50.00	
COMMERCIAL WALL	$100.00	
ALL OTHERS	$200.00	
PLAN REVISION- 2nd AND SUBSEQUENT REVISIONS	$0.00	$100 each
PLAN REVISION- 2nd AND SUBSEQUENT REVISIONS (MULTI-STORY)	$0.00	$100 per floor
RESIDENTIAL NEW CONSTRUCTION, BUILDINGS MOVED TO NEW SITE		
MINIMUM PERMIT FEE	$100.00	
PERMIT FEE	$0.40 PER SQ FT	
FACTORY BUILT HOMES	$0.20 PER SQ FT	
RESIDENTIAL ADDITIONS, ALTERATIONS, MODIFICATIONS, REPAIRS		
MINIMUM PERMIT FEE	$100.00	
PERMIT FEE	$0.25 PER SQ FT	
FEES FOR ALL OTHER OCCUPANCY GROUPS		
MINIMUM PERMIT FEE	$100.00	
PERMIT FEE	$0.30 PER SQ FT	
TEMPORARY CONSTRUCTION TRAILER	$150 + APPLICABLE TRADE PERMITS	
MOBILE/MANUFACTURED HOME FEES		

MANUFACTURED HOMES	$0.20 PER SQ FT
EXISTING HOME REQUIRING SITE INSPECTION	$50.00
FEES FOR SIGNS	
MINIMUM PERMIT FEE	$100.00
PERMIT FEE	$0.30 PER SQ FT
SWIMMING POOL FEES	
PRIVATE POOL	$100.00
PUBLIC POOL	$250.00
RETAINING WALL & FENCE FEES	
RESIDENTIAL FENCE >7 FT	$50.00
COMMERCIAL FENCE >7FT	$150.00
RESIDENTIAL WALL >4FT	$50.00
COMMERCIALWALL >4 FT	100.00 + .10 PER SQFT
DEMOLITION FEES	
DEMOLITION PERMIT	$150.00
OCCUPANCY FEES	
OCCUPANCY FOR RESIDENTIAL	$50.00
OCCUPANCY FOR COMMERCIAL/INDUSTRIAL	$75.00
EXISTING BUILDINGS CHANGE IN USE	$75.00
CERTIFICATE OF COMPLETION	$50.00
NON RESIDENTIAL FARM OR ACCESSORY BUILDING	$75.00
TEMPORARY CERTIFICATE OF OCCUPANCY	$100.00
CELL TOWER	
NEW TOWER	$2,000.00
CO-LOCATE	$500.00
PLAN REVIIEW	CONSULTANT FEE
ELECTRICAL FEES	
MINIMUM FEE RESIDENTIAL	$50.00
MINIMUM FEE COMMERCIAL	$100.00
METERED TEMPORARY SERVICE	$10.00
MOBILE HOME SERVICE	$35.00
EV CHARGING STATION - PER STATION	$75.00
OTHER PERMANENT SERVICE	
< 99 AMPS	$5.00
100-199 AMPS	$7.00
200-299 AMPS	$10.00
300-399 AMPS	$12.00
400-499 AMPS	$15.00
≥ 500 AMPS	$17.00
OTHER PERMANENT SERVICE	$0.05 PER AMP OVER 500 AMP

FUSED CIRCUITS	
110 VOLTS, ≤ 20 AMPS	$3.00
110 VOLTS, ≥ 20 AMPS	$0.05 PER AMP
220 VOLTS, ≤ 20 AMPS	$5.00
220 VOLTS, ≥ 20 AMPS	$0.05 PER AMP
440 VOLTS, ≤ 20 AMPS	$10.00
440 VOLTS, ≥ 20 AMPS	$0.05 PER AMP
>400 VOLTS	$0.05 PER AMP
MOTORS	
≤ 1 HP	$2.00
1.1 - 5 HP	$4.00
5.1 - 10 HP	$5.00
10.1 - 20 HP	$7.00
20.1 - 50 HP	$10.00
≥ 50.1 HP	$12 + $0.05 PER HP OVER 50 HP
TRANSFORMERS, HEATERS, & APPLIANCES	
≤ 1 KW	$3.00
1.1 - 4 KW	$5.00
4.1 - 10 KW	$7.00
10.1 - 25 KW	$10.00
≥ 25.1 KW	$12 + $0.05 PER KW ABOVER 25 KW
OTHER EQUIPMENT	
SWIMMING POOL	$35.00
FLAMMABLE LIQUIDS DISPENSING PUMP	$10.00
MECHANICAL SYSTEMS	
MINIMUM FEE	$50.00
	BOILER, FURNACE, WALL CIRCULATOR, DISTRIBUTION SYSTEM
≤ 125,000 BTU	$25.00
125,001 - 200,000 BTU	$30.00
200,001 - 300,000 BTU	$40.00
> 600,000 BTU	$60.00
600,001 - 1,000,000 BTU	$70.00
1,000,001 - 2,000,000 BTU	$80.00
2,000,001 - 3,000,000 BTU	$100.00
3,000,001 - 4,000,000 BTU	$130.00
≥ 4,000,000 BTU	$130 + $100 PER MILLION OVER 4,000,000
REFRIGERATION UNIT	
≤ 24,000 (2) TONS	$15.00
24,001 - 36,000 (3) TONS	$20.00
36,001 - 48,000 (4) TONS	$30.00
48,001 - 60,000 (5) TONS	$40.00
>120,000 (10) TONS	$60.00

120,001 - 180,000 (15) TONS	$80.00
180,001 - 240,000 (20) TONS	$95.00
240,001 - 600,000 (50) TONS	$150.00
600,001 - 1,200,000 (100) TONS	$190.00
≥ 100 TONS	$190 + ($1.50 PER TON OVER 100)
HOODS OVER RESTAURANT RANGES	
MINIMUM FEE	$50.00
VENTILATING SYSTEMS OTHER THAN 1 OR 2 FAMILY RESIDENCE	
≤ 0.9 MOTOR HP	$7.00
1 - 1.9 MOTOR HP	$15.00
2 - 4.9 MOTOR HP	$20.00
5 - 9.9 MOTOR HP	$35.00
>10 - 19.9 MOTOR HP	$60.00
20 - 29.9 MOTOR HP	$80.00
30 - 49.9 MOTOR HP	$100.00
50 - 59.9 MOTOR HP	$140.00
60 - 74.9 MOTOR HP	$165.00
≥ 75 MOTOR HP	$185.00
VERTICAL GAS VENTS, METAL SMOKESTACKS, ETC	
74,001 - 1,200,000 BTU	$40.00
1,200,001 - 8,400,000 BTU	$54.00
8,400,001 - 45,000,000 BTU	$75.00
GAS HOT WATER HEATER	
≤ 50,000 BTU	$35.00
50,0001 - 100,000 BTU	$40.00
100,001 - 200,000 BTU	$45.00
> 200,000 BTU	$50.00
SPECIAL EQUIPMENT	
CIRCULATING AIR BLOWERS	$35.00
COMMERCIAL INCINERATORS & BARBECUE PITS	$35.00
RESIDENTIAL INCINERATORS	$35.00
COMBUSTION AIR OR INDUCED DRAFT FANS	$35.00
DUCT ALTERATION	$35.00
CHANGE OF CONTRACTOR/COMPANY	$35.00
PLUMBING	
MINIMUM FEE	$50.00
WATER CLOSET	$4.00
LAVATORY	$4.00
BATH, TUB	$4.00
SINK	$4.00
DISPOSALS	$4.00
DISHWATER	$4.00

WASHING MACHINE	$4.00	
LAUNDRY TUB	$4.00	
WATER HEATER	$4.00	
DRINKING FOUNTAIN	$4.00	
FLOOR AREA DRAIN	$4.00	
URINAL	$4.00	
WET BAR SINK	$4.00	
SAND TRAP	$4.00	
SEPTIC TANK CONNECTION / CITY SEWER	$15.00	
GAS PIPING		
≤ 10 PER OUTLET	$4.00	
> 10 PER OUTLET	$4.00 + 1.00 PER OUTLET OVER 10	
FUEL GAS		
MINIMUM FEE	$50.00	
GAS PIPING INSPECTION	$35.00	
CONVERSION BURNER INSPECTION	$35.00	
FLOOR FURNACE INSPECTION	$35.00	
INCINERATORS INSPECTION	$35.00	
BOILERS INSPECTION	$35.00	
CENTRAL HEATING OR AC UNIT INSPECTION	$35.00	
SPECIALTY FIRE PLAN REVIEW		
HAZARDOUS MATERIALS-QUANTITIES EXCEEDING THE EXEMPT AMOUNTS	$0.00	$250.00
ABOVE GROUND STORAGE TANK (AGST) ≤ 660 gal	$0.00	$100.00
PAINT BOOTH	$0.00	$100 per booth
COMMERCIAL KITCHEN HOOD/DUCT	$0.00	$100 per hood
SPECIALIZED FIRE EXTINGUISHING SYSTEMS FIRE PLAN REVIEW (HALON, DRY CHEM, CO, ETC.)		
1-25 DEVICES	$0.00	$100.00
26-50 DEVICES	$0.00	$150.00
MORE THAN 50 DEVICES	$0.00	$200.00
SPRINKLER SYSTEM FIRE PLAN REVIEW (NEW SYSTEMS)		
UP TO 25,000 SQ FT		$100.00
25,001-50,000 SQ FT	$50.00	$150.00
50,001-100,000 SQ FT		$200.00
GREATER THAN 100,000 SQ FT		$250.00
SPRINKLER SYSTEM FIRE PLAN REVIEW (MODIFICATIONS TO EXISTING SYSTEMS)		
1-50 DEVICES		$75.00
51-100 DEVICES	$50.00	$100.00
MORE THAN 100 DEVICES		$150.00
FIRE PUMP FIRE PLAN REVIEW		
FIRE SPRINKLER PUMP	$0.00	$100.00

STORAGE RACK SYSTEM FIRE PLAN REVIEW (NO INTEGRATED SPRINKLER SYSTEM)		
UP TO 25,000 SQ FT	$0.00	$50.00
25,001-50,000 SQ FT	$0.00	$75.00
50,001-100,000 SQ FT	$0.00	$100.00
GREATER THAN 100,000 SQ FT	$0.00	$150.00
STORAGE RACK SYSTEM FIRE PLAN REVIEW (WITH INTEGRATED SPRINKLER SYSTEM)		
1-50 SPRINKLER HEADS	$0.00	$75.00
51-100 SPRINKLER HEADS	$0.00	$100.00
MORE THAN 100 SPRINKLER HEADS	$0.00	$150.00
FIRE ALARM SYSTEM FIRE PLAN REVIEW (NEW SYSTEMS)		
UP TO 25,000 SQ FT		$100.00
25,001-50,000 SQ FT		$150.00
50,001-100,000 SQ FT	$50.00	$200.00
GREATER THAN 100,000 SQ FT		$250.00
FIRE ALARM SYSTEM FIRE PLAN REVIEW (MODIFICATIONS TO EXISTING SYSTEMS)		
1-50 DEVICES		$75.00
51-100 DEVICES	$50.00	$100.00
MORE THAN 100 DEVICES		$150.00
EMERGENCY RESPONDER RADIO SYSTEM FIRE PLAN REVIEW		
ERCES SYSTEM	$50.00	$100.00
SPECIALTY FIRE INSPECTIONS		
COMMERCIAL BURN PIT (FEE ALSO APPLIES TO EACH PERMIT RENEWAL)	$0.00	$100 per pit
TENTS AND TEMPORARY STRUCTURE INSPECTIONS (PER STRUCTURE)	$0.00	$50 per structure
SPECIALTY FIRE MARSHAL PERMIT		
BLASTING PERMIT (FEE PER SITE AND RENEWALS)	$0.00	$75.00
FIREWORKS PUBLIC DISPLAY PERMIT	$100.00	

Hall County, Georgia
Updated Fees
EXHIBIT B
Building Inspections - Incorporated Resident (Outside City of Gainesville)

Fire Inspection Fees (New Construction)

	Current Amount	Proposed Amount
Miscellaneous		
RE-INSPECTION FEE 1ST TIME NOT READY	$0.00	$50.00
RE-INSPECTION FEE FOR 2ND TRIP	$0.00	$75.00
RE-INSPECTION FEE FOR 3RD TRIP	$0.00	$100.00
RE-INSPECTION FEE FOR STOP WORK ORDR	$0.00	$100.00
INSPECTIONS OUTSIDE OF NORMAL BUSINESS HOURS	$0.00	$125.00 PER HOUR ($250 MINIMUM)
FUEL TANK	$0.00	$50.00
PENALTIES		
DOUBLE FEE FOR WORK STARTED BEFORE PERMIT IS ISSUED FOR PROJECT		2X PERMIT FEE
DOUBLE FEE PLUS PERMIT FEE FOR WORK STARTED BEFORE PERMIT APPLICATION IS FILED		3 X PERMIT FEE
PLAN REVIEW FEE		
COMMERCIAL	$25 AND UP	$250.00
PLAN REVISION- 2nd AND SUBSEQUENT REVISIONS	$0.00	$100 EACH
PLAN REVISION- 2nd AND SUBSEQUENT REVISIONS (MULTI-STORY)	$0.00	$100 PER FLOOR
SPECIALTY FIRE PLAN REVIEW		
HAZARDOUS MATERIALS-QUANTITIES EXCEEDING THE EXEMPT AMOUNTS	$0.00	$250.00
ABOVE GROUND STORAGE TANK (AGST) $\leq$ 660 gal	$0.00	$100.00
PAINT BOOTH	$0.00	$100 PER BOOTH
COMMERCIAL KITCHEN HOOD/DUCT	$0.00	$100 PER HOOD
SPECIALIZED FIRE EXTINGUISHING SYSTEMS PLAN REVIEW (HALON, DRY CHEM, CO, ETC.)		
1-25 DEVICES	$0.00	$100.00
26-50 DEVICES	$0.00	$150.00
MORE THAN 50 DEVICES	$0.00	$200.00
SPRINKLER SYSTEM FIRE PLAN REVIEW (NEW SYSTEMS)		
UP TO 25,000 SQ FT		$100.00
25,001-50,000 SQ FT		$150.00
50,001-100,000 SQ FT		$200.00
GREATER THAN 100,000 SQ FT	$50.00	$250.00
SPRINKLER SYSTEM FIRE PLAN REVIEW (MODIFICATIONS TO EXISTING SYSTEMS)		
1-50 DEVICES		$75.00
51-100 DEVICES	$50.00	$100.00
MORE THAN 100 DEVICES		$150.00
FIRE PUMP PLAN REVIEW		
FIRE SPRINKLER PUMP	$0.00	$100.00

STORAGE RACK SYSTEM FIRE PLAN REVIEW (NO INTEGRATED SPRINKLER SYSTEM)		
UP TO 25,000 SQ FT	$0.00	$50.00
25,001-50,000 SQ FT	$0.00	$75.00
50,001-100,000 SQ FT	$0.00	$100.00
GREATER THAN 100,000 SQ FT	$0.00	$150.00
STORAGE RACK SYSTEM FIRE PLAN REVIEW (WITH INTEGRATED SPRINKLER SYSTEM)		
1-50 SPRINKLER HEADS	$0.00	$75.00
51-100 SPRINKLER HEADS	$0.00	$100.00
MORE THAN 100 SPRINKLER HEADS	$0.00	$150.00
FIRE ALARM SYSTEM FIRE PLAN REVIEW (NEW SYSTEMS)		
UP TO 25,000 SQ FT		$100.00
25,001-50,000 SQ FT	$50.00	$150.00
50,001-100,000 SQ FT		$200.00
GREATER THAN 100,000 SQ FT		$250.00
FIRE ALARM SYSTEM FIRE PLAN REVIEW (MODIFICATIONS TO EXISTING SYSTEMS)		
1-50 DEVICES		$75.00
51-100 DEVICES	$50.00	$100.00
MORE THAN 100 DEVICES		$150.00
EMERGENCY RESPONDER RADIO SYSTEM FIRE PLAN REVIEW		
ERCES System	$50.00	$100.00
ANNUAL FIRE INSPECTIONS (INCLUDES 1ST FOLLOW-UP INSPECTION)		
UP TO 25,000 SQ FT	$0.00	$100.00
25,001-50,000 SQ FT	$0.00	$125.00
50,001-100,000 SQ FT	$0.00	$150.00
GREATER THAN 100,000 SQ FT	$0.00	$200.00
2ND FOLLOW-UP FIRE INSPECTION		
UP TO 25,000 SQ FT	$0.00	$125.00
25,001-50,000 SQ FT	$0.00	$150.00
50,001-100,000 SQ FT	$0.00	$175.00
GREATER THAN 100,000 SQ FT	$0.00	$225.00
3RD FOLLOW-UP FIRE INSPECTION AND EACH SUBSEQUENT INSPECTION		
UP TO 25,000 SQ FT	$0.00	$225.00
25,001-50,000 SQ FT	$0.00	$250.00
50,001-100,000 SQ FT	$0.00	$275.00
GREATER THAN 100,000 SQ FT	$0.00	$300.00
SPECIALTY FIRE INSPECTIONS		
COMMERCIAL BURN PIT (FEE APPLIES TO EACH PERMIT RENEWAL)	$0.00	$100 PER PIT
TENTS AND TEMPORARY STRUCTURE INSPECTIONS (PER STRUCTURE)	$0.00	$50 PER STRUCTURE

SPECIALTY FIRE MARSHAL PERMIT

BLASTING PERMIT (FEE PER SITE AND RENEWALS)	$0.00	$75.00
FIREWORKS PUBLIC DISPLAY PERMIT	$100.00	

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 732/2026

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: 11/09/26 **Voting Meeting Date:** 11/12/26

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:

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

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 732/2026

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.

TABLE OF CONTENTS

Non-Disclosure Agreement 3
SaaS Agreement 8
End User License Agreement (EULA) 21
Statement of Work (SOW) 32

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

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

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.

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

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

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

			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

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

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

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

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

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

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

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

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.

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

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.

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

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

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

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

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

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-**

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

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;

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

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;

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

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.

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

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.

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

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.

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

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.

TABLE OF CONTENTS:

1. THE APPLICATION
2. SCOPE OF LICENSE
3. TECHNICAL REQUIREMENTS
4. MAINTENANCE AND SUPPORT
5. USE OF DATA
6. USER-GENERATED CONTRIBUTIONS
7. CONTRIBUTION LICENSE
8. LIABILITY
9. WARRANTY
10. PRODUCT CLAIMS
11. LEGAL COMPLIANCE
12. CONTACT INFORMATION
13. TERMINATION
14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY
15. INTELLECTUAL PROPERTY RIGHTS
16. APPLICABLE LAW
17. MISCELLANEOUS

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.

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

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. .

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

- 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.

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 754/2026

SUBJECT: Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for Emergency Management to purchase a mobile vehicle barrier system in the amount of $89,995.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: ZB

Recommendation:
Approve

Purpose of Request:
Approve the ratification of the application and award for the FY 2027 Homeland Security Program Grant for Emergency Management to purchase a mobile vehicle barrier system in the amount of $89,995.00, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. No match is required.

History:

Hall County has received Homeland Security Grant funding since 2010 for the K9 and SWAT Units.

Facts and Issues:

Options:

The proposed hydraulically operated mobile, surface-mounted vehicle barrier system is independently crash-tested and certified to established vehicle impact standards. This will allow law enforcement to protect crowded public areas against intentional vehicle attacks.

Funding opportunity release date: October 5, 2026

Application due date: October 15, 2026

Due to the short turnaround time, we entered this agenda item as a ratification since we couldn't line up everything to meet the voting meeting agenda for the Board of Commissioners.

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

Approvals:

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

Attachments:

Mobile Crash Barrier Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 754/2026

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	3920-EMA	331150-FEDERALâ€OPERATING INDIRECT	$-89,995.00
2027	250-MULTIPLE GRANT FUND	3920-EMA	542500-OTHER EQUIPMENT	$89,995.00

Budget Transfer Items:

Additional Information/Comments:

Funding opportunity release date: October 5, 2026 / Application due date: October 15, 2026

Contact for Questions: ZB

Phone:

Application - Hall County Mobile Crash Barrier

Routing in Progress: Program Manager Review (Step 2 of 7)

Application Summary

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

Title:	Hall County Mobile Crash Barrier
Total Project Cost:	$89,995.00
Eligible Amount:	$89,995.00
Cost Summary:	Equipment $89,995.00 Note: these values will only update after the form is saved.
Funding Sources:	Federal - $89,995.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	2) Program Manager Review Description: Initial Review by the Program Manager
Recipients:	HSGP Program Manager (Full Access (State))
Last Advanced:	Oct 16, 2026 at 2:19 PM by Diana Avalos

Grant

2026 State Homeland Security Program
State Homeland Security Program
Start Date: September 1, 2026
Assistance Listing Number (CFDA): 97.067

Applicant

Hall (county)
Hall County
UEI: < no value >
FIPS: 139-99139-00
FEIN #: 58-6000836
Vendor # (Applicant): 0000014610
DUNS #: 078124617 Type: County Government
Physical: 470 Crescent Drive
Gainesville, GA, 30501
Mailing: PO Box 907730
Gainesville, GA, 30501

Last Certified:	Oct 16, 2026 at 2:19 PM by Diana Avalos
Submission:	Oct 16, 2026 at 2:19 PM by Diana Avalos

Introduction

Summary Information

Grant:	2026 State Homeland Security Program
Project Discipline Type:	General
Title:	Hall County Mobile Crash Barrier Used to help identify the Project. Ex: "Jurisdiction - Project Name".
Total Project Investment Amount:	89995
Project Capabilities Type:	Sustaining Existing Capabilities
National Priority Area:	Enhancing the Protection of Soft Targets and Crowded Places
Does the project require an MOU to a State Agency?	No

Primary Contact:	Sommer Green - Grants Manager Edit Email Address: sgreen@hallcounty.org Phone: 770-297-5503
Alternate Contact:	Zachary Brackett - Director of Emergency Management Edit Email Address: zbrackett@hallcounty.org Phone: 770-533-7908

Authorized Contact:	David Gibbs - Chairman Edit Email Address: dgibbs@hallcounty.org Phone: 770-535-8288 ext. 1
Financial Contact:	Paige Smith - Grants Specialist Edit Email Address: psmith@hallcounty.org Phone: 770-535-8274
This application contains Work Activity and Costs in the following areas:	Equipment Hold Ctrl key to select multiple areas.

Federal Funding Accountability and Transparency Act Certification (FFATA)

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

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true?	No

Project Details

Summarize the proposed project, including its purpose and how it aligns with the State's funding priorities for this Grant:	Soft targets and mass gatherings, including sporting events, concerts, festivals, and parades, remain vulnerable to terrorist threats involving vehicles. These locations often attract large crowds but lack permanent protective infrastructure to prevent unauthorized vehicles from entering pedestrian areas. Vehicle-based attacks can occur with little warning and have the potential to cause mass casualties. Hall County has limited access to crash-rated mobile vehicle barriers capable of protecting large public gatherings and other high-risk locations. Many events take place on public streets or in areas with multiple vehicle access points, making it difficult for law enforcement to establish secure perimeters. Traditional traffic barricades and temporary road closures are useful for managing traffic but do not provide the same protection against intentional vehicle attacks. This creates a capability gap in the County's ability to protect soft targets and crowded places. The Hall County Sheriff's Office, in coordination with Hall County Emergency Management and other public safety agencies, provides security and emergency response services throughout the County. Hall County has a population of approximately 221,745 and welcomes millions of visitors to Lake Lanier annually. The County hosts numerous public events and community gatherings that require coordinated security planning and protective measures. The Hall County Sheriff's Office is requesting $89,995 through the Homeland Security Grant Program to purchase a Delta Scientific Corporation MP5000 hydraulically operated mobile, surface-mounted vehicle barrier system. The proposed system is independently crash-tested and certified to established vehicle impact standards, providing law enforcement with a reliable means of protecting crowded public areas against intentional vehicle attacks. Its hydraulic operation allows controlled vehicle access, while its mobile design permits deployment at different locations without permanent installation or excavation. This project will directly support Law Enforcement Terrorism Prevention Activities (LETPA) by strengthening the Sheriff's Office's ability to prevent and protect against vehicle-based terrorist attacks. The barrier system will improve perimeter security, restrict unauthorized vehicle access, and reduce vulnerabilities at public gatherings. Its mobility will also support coordinated security operations with Emergency Management and regional law enforcement partners. The project will provide the following outcomes:

* Increased protection against vehicle-based terrorist attacks at soft targets and mass gatherings.

* Improved ability to establish secure perimeters and control vehicle access.

* Enhanced law enforcement terrorism prevention capabilities.

* Greater flexibility to deploy protective equipment throughout Hall County.

* Improved coordination among local and regional public safety agencies.

This project supports the DHS/FEMA national priority of Enhancing the Protection of Soft Targets and Crowded Places by addressing security vulnerabilities at public gatherings and other high-risk locations. The investment will expand Hall County's protective security capabilities, strengthen terrorism prevention efforts, and provide a long-term resource for protecting residents, visitors, and critical infrastructure.

The SHSP supports state, local, tribal, and territorial preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.

FY 2026 Homeland Security Grant Program National Priorities:

Enhancing the Protection of Soft Targets and Crowded Places.

Enhancing Election Security.

Supporting Homeland Security Task Forces and Fusion Centers.

Enhancing and Integrating Cybersecurity Resiliency.

Border Crisis Response and Enforcement Support.

Will the funds being applied for supplant other funding for this project?

No

Example: SPLOST or other local funds already planned for use to do this project

Primary Core Capability to be addressed by this Project: Common - Physical Protective Measures

Estimate the amount of funding you are requesting that will be used to strengthen the selected Primary Core Capability: $ 89,995.00

Secondary Core Capability to be addressed by this Project: Common - Situational Assessment

Estimate the amount of funding you are requesting that will be used to strengthen the selected Secondary Core Capability: $ 89,995.00

How much of the funding in the proposed project can be associated with Law Enforcement Terrorism Prevention Activities (LETPA)? $ 89,995.00

This could include activities and equipment with a nexus to terrorism that are focused on information sharing and analysis; target hardening; treat recognition; terrorism interdiction; fusion center operation; or training/exercises associated with these activities.

Briefly explain how this project will support LETPA:	The purchase of the Delta Scientific mobile vehicle barrier system will directly support Law Enforcement Terrorism Prevention Activities (LETPA) by strengthening the Hall County Sheriff's Office's ability to prevent and protect against vehicle-based terrorist attacks. Soft targets and mass gatherings, including festivals, parades, sporting events, and other public gatherings, are particularly vulnerable to these types of threats due to large crowds and limited permanent security infrastructure. The proposed barrier system is independently crash-tested and certified to established vehicle impact standards, providing law enforcement with an effective means of restricting unauthorized vehicle access and protecting crowded public areas. Unlike traditional traffic barricades, the system is designed to withstand vehicle impacts and provide an additional layer of protection against intentional vehicle attacks. Its mobile design will allow deputies to establish secure perimeters and implement protective measures at various locations based on identified threats and security needs. This investment will enhance the Sheriff's Office's existing terrorism prevention efforts by addressing vulnerabilities at soft targets and crowded places, improving security during large public events, and strengthening coordination with Hall County Emergency Management and other law enforcement partners. The equipment will also provide a reusable resource that can support regional security operations and mutual aid responses when needed. By expanding the County's protective security capabilities, this project will reduce vulnerabilities to vehicle-based terrorist threats, improve law enforcement readiness, and support the Homeland Security Grant Program's priority of enhancing the protection of soft targets and crowded places.

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	July- June For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Hall County, GA
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	2875 Browns Bridge Road
Address Line 2:	
City:	GAINESVILLE
State:	GA - Georgia
Zip Code:	30504
Is the Mailing Address on file correct?	Yes

PO Box 907730 Gainesville Georgia 30501

Has your organization been audited in the past 12 months?	Yes, by an outside audit firm
Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $1,000,000 or more in federal assistance during its fiscal year)?	Yes
Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Georgia Department of State Audits
What date was the audit sent?	Jan 25, 2026
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Dec 31, 2026

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

UEI:

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing $5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area Equipment				
Type Physical Security	14SW-01-WALL - Barriers: Fences, Jersey Barriers		$ 89,995.00	$89,995.00
AEL Code (List)				
Application Total				**$89,995.00**
Grand Total				**$89,995.00**

Funding Sources

Method: ◉ By Percent ○ By Amount

Funding Source / Other Agency

Estimated Federal Share: 100 % $89,995.00

Total Allocated:	100	%	$89,995.00

Equipment Work Plan

Provide up to four major milestones and their associated completion dates that will be required to complete the project.

Add an Objective

EHP Review

Projects that are not classroom training and are not simply (portable) equipment purchases will require an Environmental and Historic Preservation (EHP) Review to be done before work begins. If you wish to review the EHP screening form or program requirements, they can be found at the FEMA EHP site by clicking here.

EHP Review Required:	No

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 730/2026

SUBJECT: Approve the award of IFB #026-47 Furnish and Install One (1) Replacement Generator at Fire Station 13 for Fire Rescue to Gen-Tech, Inc. of Gillsville, GA, in the amount of $64,175.00.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #026-47 Furnish and Install One (1) Replacement Generator at Fire Station 13 for Fire Rescue to Gen-Tech, Inc. of Gillsville, GA, in the amount of $64,175.00.

History:
The current generator is 25 years old and is the original when the station was constructed in 2001.

Facts and Issues:
This IFB #026-47 is to replace the existing generator currently in use at Fire Station 13. Five bids were received and Gen-Tech, Inc. was the lowest bidder. Fire Rescue recommends awarding the contract to Gen-Tech, Inc.

Options:

Funding Requested	$ 64,175.00
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
CB	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Signature Cover Sheet
Contract
Exhibit C

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 730/2026

Funds Requested: $ 64,175.00

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	542500-OTHER EQUIPMENT	$64,175.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

IFB # 026-47 BID TAB SUMMARY	Fire Station 13 Generator Replacement				
Bidders	**Gen Tech**	**Capital City**	**LSI Electrical Services**	**DPS Infrastructure Monitoring DBA Data Power Source**	**Dehart & Hill**
Location	Gillsville, GA	Norcross, GA	Gainsville, GA	Convington, GA	Cumming, GA
Proposed Manufacturer	Generac	Generac	Generac	Generac	Generac
Estimated Time for Delivery	12-16 weeks	12-16 weeks	12-16 weeks	12-16 weeks	20 weeks
Estimated Time of Completion Once Delivered	4 weeks	>4 weeks	1 week	2 weeks	2 weeks
Lump Sum Amount (W/5YR Preventative Maintenance)	**$64,175.00**	**$71,312.00**	**$84,651.00**	**$85,954.00**	**$95,240.00**

BIDS EMAILED:	31
BIDS EMAILED TO HALL CO CONTRACTORS	9
BIDS RECEIVED:	5
BIDS RECEIVED FROM HALL CO CONTRACTORS	1
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: October 13, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 026-47

Bid/Contract Name: Fire Station 13 Generator Replacement

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Gen-Tech Inc.

Contract Description:

☐ Annual Contract ☐ New ☐ Renewal

FY 2026 Spend:

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $64,175.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of IFB #026-47Generator Replacement at Fire Station 13 to Gen-Tech Inc., of Gillsville, GA.

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #026-47

For the provision of

Fire Station 13 Generator Replacement

ARTICLE #101 – INTRODUCTION

This Contract for Generator Replacement at Fire Station #13 (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 Gen-Tech Inc which is principally located at 3521 Gillsville Hwy Gillsville, Ga 30543. (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
Lamar Jones
Maintenance Project Manager
Hall County Facilities Management
2875 Browns Bridge Rd
Gainesville, GA 30504
ljones@hallcounty.org
Ph: (678) 647-4518

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): Darren Queen

Email Address(es): dqueen@gen-tech.net

Phone Number(s): 678-971-5040

Physical Address: 3521 Gillsville Hwy

City/State/ZIP: Gillsville Ga 30543

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 until substantial and final completion of the generator replacement.

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: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

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

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

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

Additional Provisions:

- Uninsured 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.

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

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

ARTICLE #119 – NO WAIVER

A. **Authority to Enter Into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

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

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

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the 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 – N/A

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 – N/A

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
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:

Gen-Tech Inc

By: _____

Print Name: Darren Queen

Title: President/CEO

Sworn to and subscribed before me this

10 Day of September, 2026.

Notary Public: Julie Duckett

Notary commission expires: May 29, 2029

[Locus Sigilli – Seal or Stamp]

JULIE DUCKETT
My Commission Expires
NOTARY PUBLIC
May 29, 2029
BANKS COUNTY, GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government
FINANCIAL SERVICES

EXHIBIT C

IFB # 026-47

Replace existing generator and furnish and install one (1) new generator at Hall County Fire Station #13 located at 2709 Sardis Road, Gainesville, GA 30506

Company Name:
Gen-Tech Inc

Bidder's Name:
Darren Queen

Bidder's Signature:

Date:
9/10/26

Manufacturer:
Generac

Line	Lump Sum
Replace One (1) Generator per specifications – includes five (5) year preventative maintenance	$64,175
Estimated Time of Delivery	12 to 16 weeks from Approved order
Estimated Time of Completion Once Delivered	4 weeks

Total: $64,175

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 734/2026

SUBJECT: Approve the annual renewal of the administrative services agreement for the medical plan supervisor and stop loss (HM) to Healthgram, Inc. of Charlotte, NC. The estimated annual cost is $4,829,222.00.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve.

Purpose of Request:
Approve the annual renewal of the administrative services agreement for the medical plan supervisor and stop loss (HM) to Healthgram, Inc. of Charlotte, NC. The estimated annual cost is $4,829,222.00.

History:

Healthgram has been the County's medical plan supervisor since January of 2025.

Facts and Issues:
Annual renewal for Healthgram includes:

- Healthgram estimated Administrative Costs: $651,967
- Stop Loss cost of $3,339,083 (+$300,000 laser liability)
- (New) Cigna network - $538,172 (discount of $25,668 for January 2027)

The projected increase in cost over the prior year is due to consecutive years of high dollar medical claims activity. Staff in consultation with Turner, Wood, & Smith recommend Option 4 for the rate renewal structure.

Options:

Funding Requested $ 4,829,222.00

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
2024 Healthgram Agreement
Annual Healthgram Renewal Rates
Healthgram Renewal 2027
Annual Renewal Healthgram 2027

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 734/2026

Funds Requested: $ 4,829,222.00

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	$1,819,541.50
2028	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$1,819,541.50
2027	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552100-ADMINISTRATIVE INSURANCE FEES	$595,069.50
2028	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552100-ADMINISTRATIVE INSURANCE FEES	$595,069.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DM

Phone: 770-531-6710

Administrative Services Agreement 2024

HALL COUNTY, GEORGIA

healthgram

healthgram

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement") is made by and between Hall County, Georgia (the "Employer" or the "Plan Administrator") and Healthgram, Inc. (the "Plan Supervisor") (hereinafter collectively, the "Parties" or individually, a "Party"). This Agreement is to be in effect as of the day both signatures have been affixed by the Parties' authorized representative ("Effective Date") and shall continue until terminated as herein provided.

WHEREAS, the Employer has adopted an employee welfare benefit plan named "Hall County, Georgia Employee Benefit Plan" (the "Plan") a governmental plan excepted from the Employee Retirement Income Security Act of 1974, as amended, as set forth in 29 U.S.C. § 1003(b)(1), under which Employees and certain dependents thereof may access health care benefits as set forth in the Plan; and

WHEREAS, the Plan Supervisor is in the business of providing administrative and care management services in conjunction with plans like the Plan and the Plan Administrator desires to engage the Plan Supervisor to perform the services enumerated herein in Section 5 (collectively, the "Services").

NOW IN CONSIDERATION of the premises and mutual promises contained herein, the Parties agree as follows:

SECTION I
(THE PLAN)

1.1. Plan Documents: All Services shall be performed pursuant to the provisions of the Plan as set forth in the Master Plan Document & Summary Plan Description, as amended from time to time (the "SPD") and the Plan Administrator's established policies, interpretations, rules, practices, and procedures (collectively, the "Policies"), as communicated in writing to the Plan Supervisor. The SPD and any of the Plan Administrator's established policies, interpretations, rules, practices, and procedures are hereinafter collectively referred to as the "Plan Documents." A copy of the Plan Documents and any amendments thereto, executed copies of which must be timely provided to the Plan Supervisor, are incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. Unless otherwise specified herein, capitalized terms in this Agreement shall have the same meanings assigned to them in the Plan Documents.

1.2. Plan Administrator: The Plan Administrator is the Employer. The Plan Administrator has complete power and discretionary authority to manage and administer the Plan. The Plan Administrator has complete power and discretionary authority to manage and administer the Plan. The Plan Administrator may delegate any assigned administrative duties to one or more designated persons or entities.

1.3. Interpretation of the Plan: The Plan Administrator shall have sole and complete authority to interpret the Plan and shall be the final arbiter as to interpretations of the Plan and as to the payment of any benefits thereunder (other than any claims for benefits that are subject to external review). The Plan Supervisor shall have no

discretionary authority to interpret the Plan and shall consult with the Plan Administrator in the event extraordinary benefit matters arise.

SECTION II
(SCOPE OF RELATIONSHIP)

2.1. Fiduciary: The Plan Supervisor is not and shall not be deemed a "fiduciary" of the Plan. Furthermore, the Plan Supervisor shall in no event be considered the Plan Administrator. The Plan Administrator acknowledges and agrees that the duties of the Plan Supervisor hereunder are ministerial in nature and this Agreement shall not be deemed to confer or delegate to the Plan Supervisor any discretionary authority or responsibility in the administration or management of the Plan.

In providing the Services, the Plan Administrator acknowledges and agrees that the Plan Supervisor is not acting on behalf of the Plan or Members and in no event shall act as a fiduciary of the Plan. No party shall name the Plan Supervisor as a Plan fiduciary, and the Plan Administrator shall inform Members that the Plan Supervisor does not accept fiduciary status. The Plan Supervisor has no power to make any discretionary decisions as to initial claims processing under the Plan, drug benefits provided under the Plan, claims appeals under the Plan, or the Policies, but rather acts within a framework determined and maintained by the Plan Administrator.

2.2. Independent Contractors: The Parties enter into this Agreement as independent contractors. Nothing in this Agreement shall be construed or deemed to create an employer/employee, agency, partnership, or joint venture relationship between the Parties.

2.3. No Third Party Beneficiaries: This Agreement is between the Plan Supervisor and the Plan Administrator and does not create any legal rights or legal relationship between the Plan Supervisor and any Member or Beneficiary thereof.

2.4. Communications: The Plan Supervisor shall be entitled to rely, without question, upon any written or oral communication from the persons designated by the Plan Administrator as authorized to act on behalf of the Plan Administrator in connection with the Plan (the "Authorized Representatives"). Until notice in writing of any change is provided to the Plan Supervisor by the Plan Administrator, the following individuals shall be so authorized to act on behalf of the Plan Administrator in connection with the Plan:

Name: Richard Higgins **Title:** Chairman

SECTION III
(PLAN SUPERVISOR DUTIES AND RESPONSIBILITIES)

3.1. Services: The Plan Supervisor shall provide the Services solely to the extent provided under this Agreement.

3.2. Standard of Care: The Plan Supervisor shall use ordinary care and reasonable diligence in exercising its powers and performing the Services.

3.3. **Personnel:** Every member of the Plan Supervisor's personnel is available for the performance of the Services.

3.4. **Stop-Loss Insurance:** The Plan Supervisor shall, at the request and direction of the Plan Administrator, arrange for the purchase of policies of reinsurance, i.e. specific and/or aggregate stop-loss or similar type of insurance (hereinafter collectively, "Stop-Loss Insurance") for the protection of the Plan Administrator, the Employer and the Plan. The Plan Administrator shall pay, or, if the Plan Administrator is not the Employer, shall cause the Employer to pay the premiums for such Stop-Loss Insurance.

3.5. **Government Filings:** If requested by the Plan Administrator, the Plan Supervisor, within the scope of its professional ability, shall aid the Plan Administrator in locating qualified third parties who can assist the Plan Administrator in the preparation and filing of any report, tax return, or similar documents required by any federal, state, or local political division or subdivision and pertaining to the operation or management of the Plan. Any such reports, tax returns, or similar documents (and any information contained in them) remain the full responsibility of the Plan Administrator or, if properly delegated, the third party engaged by the Plan Administrator.

3.6. **Section Intentionally Omitted**.

3.7. **Protected Health Information:** The Plan Supervisor agrees to protect the privacy and security of protected health information in its possession in compliance with the privacy and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 45 CFR Parts 160, 162 & 164 (the "HIPAA Rules"), and the privacy, security and security breach notification provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder, including any amendments to the HIPAA Rules (collectively, the "HITECH Standards"). Protected health information shall include electronic protected health information as defined in 45 CFR § 160.103. Protected health information and electronic protected health information shall hereinafter collectively be referred to as "PHI."

As it relates to PHI, the duties and responsibilities owed by the Plan Supervisor during the term of this Agreement shall, in all respects, be controlled by the Business Associate Agreement between the Parties ("BAA"). A copy of the BAA, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. Notwithstanding the foregoing, in the event the Parties have not executed a BAA, then the Plan Supervisor's standard BAA as of the date of this Agreement shall govern, a copy of which is available upon request, be incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes.

Notwithstanding the foregoing and unless otherwise agreed to by the Parties in advance in writing, any written communications between the Plan Supervisor and the Plan Administrator that contain PHI (including, but not limited to, enrollment

information, eligibility lists, invoices, Premium Sub-Billing Report(s), Check Detail Report(s) and Check Register Report(s)) shall be disseminated by secured mail or in an encrypted, password protected format.

3.8. Suicide and Harm Policies:

(a) **Suicide Policy**: If the Plan Supervisor is faced with a Member who has threatened his or her own life:

i. The Member will be informed that the Plan Supervisor is concerned with the statements made and encourage the Member to call the National Suicide Prevention Lifeline at 1800-273-8255 (available 24/7/365).

ii. If the Member does not agree to call National Suicide Prevention Lifeline, the Member will be advised that his or her statements will be passed on to the Plan Administrator's designated HIPAA representative and a welfare check may be requested, if deemed appropriate.

iii. At the conclusion of the call, the recorded call(s) will be retrieved, stored, and sent to the Plan Supervisor's HIPAA Committee who will notify the Plan Administrator's designated HIPAA representative.

(b) **Harm Policy**: If the Plan Supervisor is faced with a Member who has threatened to harm someone other than himself or herself, the recorded call(s) will be retrieved, stored, and sent to the Plan Supervisor's HIPAA Committee who will notify the Plan Administrator's designated HIPAA representative and/or the law enforcement agency the Plan Supervisor's HIPAA Committee reasonably believes is appropriate (i.e. an agency with jurisdiction where the Plan Supervisor believes the Member and/or the threatened parties may be located based on information reasonably available to it).

3.9. Third Party Vendor Programs: The Plan Supervisor shall undertake reasonable efforts, in good faith, to implement certain third party programs (including, but not limited to, pharmacy benefit managers, Rx patient assistance programs, point solutions, Stop Loss Insurance policies, or the like) requested by the Plan Administrator or its broker, as authorized in advance, in writing by the Plan Administrator. Notwithstanding the foregoing, the Plan Supervisor shall not be obligated to implement any third party program to which, in its sole discretion, it has an ethical and/or operational objection.

The Plan Administrator agrees to the Plan Supervisor's Third Party Invoice Terms & Conditions, a copy of which is available upon request. The Plan Supervisor shall further be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities (including any costs, fees, and expenses) relating to any third party program which the Plan Supervisor implements or third party payments made pursuant to the Plan Supervisor's third party payment program (including, but not limited to, late fees).

SECTION IV
(PLAN ADMINISTRATOR DUTIES AND RESPONSIBILITIES)

4.1. Eligibility Lists: Prior to the first day of the Plan Year, the Plan Administrator shall provide to the Plan Supervisor a complete list of all Employees and their dependents who are eligible for benefits from the Plan. Thereafter, the Plan Administrator shall submit appropriate forms by mutually agreed upon means notifying the Plan Supervisor of all changes in participation, whether due to termination, change in classification, or any other reason. Appropriate forms shall be submitted by the Plan Administrator as soon as received by the Plan, but in no event less than on a monthly basis.

Any and all fees erroneously paid by the Plan Administrator on behalf of a Member or former Member whose change in participation was provided to Plan Supervisor ninety-one (91) days or more after said change (including, but not limited to, those Administration Fees set forth in "Exhibit A" to this Agreement, attached hereto and incorporated herein fully by this reference, but excluding any fees associated with outside parties or vendors including, but not limited to, Stop-Loss Insurance premiums) shall not be subject to reimbursement. Any and all fees erroneously paid by the Plan Administrator on behalf of a Member or former Member whose change in participation was provided to Plan Supervisor within ninety (90) days of said change (including, but not limited to, those set forth in Exhibit A but excluding any fees associated with outside parties or vendors including, but not limited to, Stop-Loss Insurance premiums) shall be credited on the Plan Administrator's behalf, provided that, in no event will more than three (3) months of credit be granted for any errors (including, but not limited to, clerical errors and/or oversight) in the remittance of any fees.

4.2. Plan Funds: The Plan Administrator shall collect the contributions, if any, made by the Members to the Plan in the manner it deems appropriate and shall transfer the money so collected to the Plan on a mutually agreed-upon (but no less than monthly) basis. Upon notice from the Plan Supervisor, the Plan Administrator shall pay, or, if the Plan Administrator is not the Employer, shall cause the Employer to pay to the Plan, in the manner provided in this Agreement, any additional contributions the Employer is obligated to pay under the terms of the Plan.

4.3. Plan Checking Account: To facilitate the payment for claims, surcharges, and expenses incurred under the Plan, the Plan Administrator shall, or, if the Plan Administrator is not the Employer, shall cause the Employer to establish a Plan Checking Account (the "Account") in an insured financial institution for the purposes of paying claims, premiums, fees, and other expenses directly attributable to the Plan. The Plan Supervisor's claims payment software, currently VPay, shall be authorized to debit the Account for the purpose of transferring funds for claims payment. The Plan Supervisor shall provide the Plan Administrator with a written record of the transfer for account reconciliation and record keeping and shall notify the Plan Administrator in writing of any corrections or adjustments to the Account that may be necessary. For purposes of this Subsection 4.3, email correspondence directed to the Plan Administrator's designated employee(s) shall constitute a "writing."

The Account shall be funded upon receipt of the Check Detail Report and/or the Check Register Report. Any and all fees, surcharges, and/or expenses incurred as a result of insufficient funds in the Account and/or as a result of late payment shall be the sole and complete responsibility of the Employer. The Plan Supervisor shall not be responsible nor liable for any costs, expenses or damages that may result or arise from the issuance of any checks or payments for which insufficient funds are available in the Account. Any delay in funding the Account may result in an interruption and/or cancellation of the Services, including, but not limited to, administrative services, suspension of the pharmacy card, voidance or cancellation of any Stop-Loss Insurance policies, and other Services provided herein.

Any medical payments that have been issued and remain outstanding at one hundred thirty-five (135) days after their issuance will be voided by VPay and returned to the Employer. Once a payment is voided, in the event of a request made by a provider inside of the timely filing limits, the claim(s) shall be paid. In the event of a request by a provider outside of the timely filing limits, a request must be made by the Plan Administrator for a new payment to be issued. The Plan Administrator is responsible for determining a forfeiture provision for the Plan that gives the Plan Administrator, among other things, discretion in using forfeited funds after reasonable attempt(s) were made to locate claimant(s).

4.4. Late Fees: The duties to timely fund the Account and to timely pay any and all fees including, but not limited to, applicable Administration Fees, Implementation Fees, Early Termination Fees, and Termination Fees (as hereinafter defined) shall constitute material terms, and any obligations that are outstanding fifteen (15) days after receipt of the bill, invoice, Check Detail Report, Check Register Report, or Premium Sub-Billing Report (the "Bill"), whether in whole or in part, shall be subject to a monthly penalty of eight percent (8%) of the Administration Fees, or such lesser amount to the extent restricted by applicable law, which shall be applied on the next Bill (hereinafter collectively, the "Late Fees"). Any delay in funding the Account or to failure to timely pay Administration Fees, Implementation Fees, Early Termination Fees, and/or Termination Fees may result in an interruption and/or cancellation of the Services, including, but not limited to, administrative services, suspension of the pharmacy card, and voidance or cancellation of any Stop-Loss Insurance policies. The Plan Supervisor may, in its sole discretion, waive or reduce any and all Late Fees.

4.5. Timely Payment: The Parties acknowledge that payments to discounted providers may in some instances be due within a specified period, generally thirty (30) days, from the date of receipt of a claim by the Plan Supervisor and that the Plan will lose the benefit of the discount if payment is not made accordingly. The Plan Administrator shall be solely responsible for timely providing the necessary funds to pay all such claims (including, but not limited to, the aforementioned discounted provider claims) within the required period, and the Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to this Subsection 4.5.

If the Plan Administrator disputes any item on any Bill, it shall, within one-hundred eighty (180) days of the date of said Bill, provide written notice to the Plan Supervisor of the nature of the dispute and amount in dispute. Notwithstanding any dispute, all fees shall be timely paid and received by the Plan Supervisor pursuant to the terms of this Subsection 4.5, provided that if it is later determined that the Bill was erroneous and there was a resulting overpayment (including, but not limited to, those set forth in Exhibit A but excluding any fees associated with outside parties including, but not limited to, Stop-Loss Insurance premiums), the Plan Supervisor shall timely refund the overpaid amount to the Employer. Notwithstanding the foregoing, the limitations and timeframes set forth in Subsection 4.1 shall continue to apply to disputes regarding untimely notice of participation / eligibility changes.

4.6. **Eligibility Verifications:** The Parties acknowledge that contracted providers may in some instances request and/or require eligibility verification on short notice from the Plan Supervisor and that the Plan may lose the benefit of any contract savings or be exposed to additional liabilities in the event accurate eligibility verification is not provided accordingly. In such instances, the Plan Administrator will provide accurate information in a timely manner to the Plan Supervisor regarding the eligibility of Employees and their dependents.

4.7. **Assistance with Enrollment:** The Plan Administrator shall:

(a) assist in the enrollment of employees and their dependents in the Plan;

(b) cooperate with the Plan Supervisor with regard to proper settlement of claims;

(c) transmit any inquiries pertaining to the Plan to the Plan Supervisor;

(d) timely advise the Plan Supervisor of all qualifying events, elections, and/or rejections as they relate to a participant's coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");

(e) maintain a supply of forms, enrollment cards, or other documents (whether electronically or in paper format) and distribute or make available such documents to the employees and their eligible dependents *via* electronic or paper means; and,

(f) Inform the Plan Supervisor of any state-specific requirements or obligations including, but not limited to, institutional surcharges, uncompensated care pools, and any other state regulations that affect the Plan (including those that require the Plan to "opt-in" or "opt-out").

4.8. **Disclosures:** The Plan Administrator shall distribute all materials and documents, including summaries for Employees and their dependents, reports, applications, and notice forms (including, but not limited to, Notices of Creditable Coverage and Notices of Privacy Practices) as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing law, including that any such materials shall be distributed in accordance with applicable law including, where appropriate, *via* electronic-delivery.

4.9. **PHI:** The Plan Administrator agrees to protect the privacy and security of PHI in compliance with the privacy and security regulations promulgated pursuant to HIPAA and the HIPAA Rules, and the privacy, security and security breach notification provisions of HITECH and the HITECH Standards. The duties and responsibilities owed by the Plan Administrator during the term of this Agreement as it relates to PHI shall, in all respects, be controlled by the BAA.

SECTION V
(ADMINISTRATIVE SERVICES)

5.1. **Administrative Services:** The Plan Supervisor shall provide administrative services to the Plan as dictated by the Plan Documents and this Agreement. The Plan Supervisor shall comply with all broker compensation disclosures required by applicable law including, but not limited to, § 202 of the Consolidated Appropriations Act of 2021, as amended (the "CAA"). The Parties agree that all disclosures relating to direct compensation, direct transaction-based compensation, and direct termination compensation as required by CAA § 202 are encompassed herein or in the Confirmation of Sold Rates ("COSR"), provided separately.

5.2. **Standard Procedures:** In performing the Services identified in Section 5.1 hereof, the Plan Supervisor shall employ its standard practices and procedures, whether written or otherwise, provided that such performance shall be subject to the provisions of the Plan and this Agreement. Execution of this Agreement shall reflect the Plan Administrator's approval of the Plan Supervisor's standard practices, procedures, and forms (including, but not limited to, Accident/Injury Form, Medical Release Form, Medical / Dental / Vision Claim Form, Physician Solicitation Form, and/or Designation of Authorized Representative Form), written copies of which are available upon request, as are in effect from time to time.

(DOCUMENTATION)

5.3. **Design:** The Plan Supervisor shall be available to assist the Plan Administrator in the design and implementation of the Plan Documents. The Plan Administrator shall have final authority regarding the design and implementation of the Plan Documents.

The Plan Documents, and any amendments thereto, shall become effective upon execution by an Authorized Representative. The Parties shall take best efforts to ensure execution and finalization of an updated SPD prior to the first day of each Plan Year. Unless otherwise agreed upon in writing by the Parties, if the Plan Year begins prior to execution of an updated SPD, the Plan Supervisor shall rely on the following to provide the Services:

(a) the Benefits Summary for the applicable Plan Year, executed by an Authorized Representative; and,

(b) the Plan Supervisor's standard SPD (as in effect as of the start of the applicable Plan Year), a copy of which is available upon request.

The Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to Services provided in reliance on the aforementioned documents prior to execution of an updated SPD.

5.4. **Documentation:** The Plan Supervisor shall be available to assist the Plan Administrator in the preparation and printing of the Plan Documents that are legally required to be distributed to Members along with any requested promotional materials. Printing costs are the responsibility of the Plan Administrator.

5.5. **Identification Cards:** The Plan Supervisor shall be available to assist the Plan Administrator in the preparation and printing of issuance of identification cards for Members. Identification cards printed after implementation shall be subject to the costs set forth in Subsection 7.3(b).

(CLAIM SERVICES)

5.6. **Application for Benefits:** Any Member may make application for benefits from the Plan on such form(s) as provided by the Plan Supervisor. The applicant shall fully and truthfully complete such application for benefits and shall supply such pertinent information from personal and professional sources as may be required by the Plan Supervisor or the insurance company providing stop loss coverage.

5.7. **Determination of Benefits:** The Plan Supervisor shall accept any application for benefits made in the appropriate manner and shall, after due investigation of the statements contained in the application, determine the eligibility of the Member for benefits provided that the Plan Documents are clear and unambiguous as to the validity of the claim and the Member's eligibility for coverage under the Plan. If adjudication of a claim requires interpretation of Plan language and the Plan Administrator has not previously indicated to the Plan Supervisor the proper interpretation of such language, then the Plan Administrator will be responsible for resolving the ambiguity or any other dispute. If the Member is entitled to receive payment of benefits from the Plan, the Plan Supervisor shall arrange for the proper payment from the Plan and notify the Member accordingly.

5.8. **Denial of Claims:** If the Plan Supervisor finds that the Member is not entitled to benefits under the Plan, the claim shall be denied. The Plan Supervisor will provide notice to the Member in accordance with the Plan's claims procedure as to the reason(s) for denial of benefits and the procedure for the review of denied claims.

5.9. **Review of Denials:** The Plan Administrator shall be responsible for the review of all claim denials if review is requested by the Member in accordance with the Plan's established appeals procedure. Any claim previously denied may be subsequently approved or adjusted if additional information furnished during the appeals process by the Member allows for such approval or adjustment.

5.10. **Final Determination:** Except as may otherwise be required by applicable law, the final determination of the Plan Administrator on a claim for benefits under the Plan made in accordance with the Plan's procedures is final and conclusive upon the Member, the Plan Supervisor, or any other person.

5.11. **Coordination of Benefits:** The Plan Supervisor will, subject to the information made available to it, coordinate benefits payable under the Plan with benefits

available under other benefit plans, if any, in accordance with the coordination of benefit provisions in the SPD.

5.12. **Subrogation and Right of Reimbursement:** The Plan Supervisor will use its best efforts in the normal course of business to identify claims for which there is the potential for collection of amounts which may be due or paid to, or on behalf of, a Member pursuant to the subrogation and right of reimbursement provisions of the Plan. For subrogation and reimbursement services provided by the Plan Supervisor outside of a lawsuit, in addition to any applicable fees set forth on Exhibit A, a fee of twenty-five percent (25%) of the monies recovered shall be retained by the Plan Supervisor. For the avoidance of doubt, the Plan Administrator shall retain the discretion to accept or decline any settlement offer, in its sole discretion.

The Plan Administrator may, in its sole and complete discretion, determine whether to file a lawsuit to pursue the Plan's right of subrogation and shall be responsible for the payment of any attorneys' fees and costs related thereto. In the event that monies are recovered via a lawsuit rather than as a result of the Plan Supervisor's subrogation and reimbursement services, the twenty-five percent (25%) fee mentioned in the above paragraph shall not apply.

5.13. **COBRA:** The Plan Supervisor will, upon notification from the Plan Administrator, perform claims administrative services for individuals qualifying for COBRA continuation benefits. As it relates to COBRA administration, the duties and responsibilities owed by the Parties during the term of this Agreement shall, in all respects, be controlled by the COBRA Administrative Agreement. A copy of the COBRA Administrative Agreement, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. In the event the Parties have not executed a COBRA Administrative Agreement, then the Plan Supervisor's standard COBRA Administrative Agreement (as in effect as of the Effective Date) shall govern, a copy of which is available upon request.

In addition to any amounts set forth on Exhibit A, an administrative fee of two percent (2%) of any premiums due for COBRA continuation coverage shall be paid to and/or retained by the Plan Supervisor for COBRA services provided.

5.14. **Flexible Spending Account(s):** The Plan Supervisor will, upon notification from the Plan Administrator, perform claims-related administrative services for individuals qualifying for and electing to participate in any Employer sponsored Flexible Spending Account.

5.15. **Liability for Benefit Payments:** The Plan Administrator acknowledges and agrees that it (or the Employer, if the Plan Administrator is not the Employer) is solely and exclusively liable for any and all payment of benefits under the Plan and that the Plan Supervisor shall have no liability for any such payments.

5.16. **Recovery of Overpayments:** In the event payment is made to or on behalf of an ineligible individual or ineligible dependent thereof, the Plan Supervisor shall promptly demand, in writing, the return of such payment from the Employee,

dependent, or provider, and report the result of such effort to the Plan Administrator.

In the event payment is made for a claim in excess of the amount properly payable under the terms of the Plan, the Plan Supervisor shall promptly demand, in writing, the return of such overpayment from the Employee, dependent, or provider, and report the result of such effort to the Plan Administrator. In addition, the Plan Supervisor is hereby authorized to offset the amount of such overpayment against any unpaid or underpaid claim of the same Employee or dependent with respect to that overpaid provider, unless advised otherwise by the Plan Administrator.

Notwithstanding the foregoing, the Plan Supervisor shall not seek recovery of overpayments from providers when information relating to secondary coverage is provided after the claims have been processed.

With advance written approval of the Plan Administrator, the Plan Supervisor may refer matters to outside legal counsel for recovery efforts, with appropriate legal fees and costs to be the responsibility of the Plan.

5.17. Pool Plan Administration: The Plan Supervisor will, upon the Plan Administrator's request, calculate the premium and provide reporting services in connection with the Employer's participation in a Pool Plan. The premiums for participation in any Pool Plan shall be the sole responsibility of Employer. The Plan Supervisor will notify the Plan Administrator of the premium amount for the upcoming reporting period. Failure of the Plan Administrator to object in writing to such premium within ten (10) days shall constitute the Plan Administrator's approval of the calculation and the specific premium amount.

(REPORTS)

5.18. Monthly Reports: The Plan Supervisor shall make the following monthly reports available to the Plan Administrator:

(a) Receipts of the Plan including premium deposits, claim disbursement deposits, refunds, and subrogation receipts;

(b) Disbursements, by category, made or authorized by the Plan Supervisor from the Plan; and,

(c) A statement of fees due the Plan Supervisor.

5.19. Cost Containment: The Plan Supervisor will, upon request, provide the Plan Administrator with a cost containment report.

5.20. Plan Utilization: The Plan Supervisor will, upon request, provide the Plan Administrator with information regarding plan utilization by Members no more than once per calendar year quarter.

(POPULATION MANAGEMENT SERVICES)

5.21. Care Management: The Plan Supervisor shall provide pre-certification services for Members and, at the rates outlined on the fee schedule, shall provide Utilization

Review and Case Management (including specialty programs such as Maternity, Oncology and Transplantation), each as set forth in the Plan Documents. An appeals procedure will be available to Members, as outlined in the SPD. The Plan Supervisor's Medical Department will comply with all applicable state and federal guidelines that govern care management.

The Plan Supervisor will make recommendations to the Plan Administrator on the medical necessity and/or appropriateness of health care services provided or proposed to be provided. The Plan Supervisor and the Plan Administrator acknowledge and agree that the Plan Supervisor shall have no authority to make a final determination on appeal as to authorization for delivery of any health care services and that such final determination will be made by the appropriate individual or entity pursuant to the Plan's SPD. The Plan Supervisor shall provide the Plan Administrator and/or the Members with appropriate information supporting any initial determination by the Plan Supervisor with regard to medical management claims and the accuracy or reasonableness of charges for services performed, while maintaining the confidentiality of patient records. All such determinations by the Plan Supervisor are subject to the Plan's appeal procedures.

5.22. Disease Management: The Plan Supervisor shall provide, upon request and payment of any applicable fees, disease and lifestyle management by telephonic health coaching.

5.23. Member Engagement: The Plan Supervisor shall provide, upon request and payment of any applicable fees, Member engagement services for prevention management and wellness programming and to promote high-value utilization.

(EMPLOYER INQUIRIES)

5.24. Plan-Related Employer Inquiries: The Plan Administrator may, from time to time, seek assistance from the Plan Supervisor regarding questions relating to the Plan, the Plan Documents, or the Services. If the question relates to the Plan, the Plan Documents, or the Services, the Plan Supervisor will use commercially reasonable efforts in the normal course of business to assist the Plan Administrator in analyzing the question presented. Whether a question relates to the Plan, the Plan Documents, or the Services shall be determined in the sole discretion of the Plan Supervisor. If, in the sole discretion of the Plan Supervisor, the question does *not* relate to the Plan, the Plan Documents, or the Services, the Plan Supervisor shall have no obligation to render assistance.

Regardless of whether the question relates to the Plan, the Plan Documents, or the Services, and regardless of whether the Plan Supervisor's assistance is provided by a licensed attorney:

(a) any assistance provided shall *not* constitute binding legal advice;

(b) unless otherwise prescribed by law or agreed upon in writing by the Plan Supervisor, the ultimate responsibility as it relates to the inquiry shall at all times remain with the Plan Administrator; and,

(c) the Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to this Subsection 5.24 (and all sub-parts thereof).

(MHPAEA SERVICES)

5.25. The Plan Administrator has elected to utilize the Plan Supervisor's assistance for Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008, as amended ("MHPAEA") audit(s) and ongoing compliance support (including, but not limited to, document requests and ad hoc support) (collectively, the "MHPAEA Services"). The Plan Administrator agrees to pay the:

(a) MHPAEA Implementation Fee, set forth on Exhibit A;

(b) annual MHPAEA Monitoring Fee, set forth on Exhibit A, payable upon receipt of a renewal COSR; and,

(c) for the avoidance of doubt, if the Plan Administrator chooses to terminate the MHPAEA Services at any time, any additional support requested will be provided at the then current ad hoc hourly rate, payable upon receipt of invoice.

The Plan Administrator understands and agrees, as it relates to MHPAEA Services:

(a) The Plan Supervisor cannot guarantee a finding of MHPAEA compliance with any governmental, regulatory, or judicial entity;

(b) The MHPAEA Services may include recommendations, but all decisions in connection with the implementation of any recommendation shall be the sole and complete responsibility of, and made by, the Plan Administrator;

(c) The Plan Administrator should review all MHPAEA Deliverables (as defined below) before determining conclusions about the comparability and stringency of the Quantitative Treatment Limitations ("QTLs") and Non-Quantitative Treatment Limitations ("NQTLs") imposed upon Members;

(d) The Plan Administrator has the final authority for the design and implementation of the Plan and agrees to indemnify the Plan Supervisor as set forth in Section VI for any and all liabilities relating to the MHPAEA Services provided herein. Notwithstanding the foregoing, for purposes of the MHPAEA Services contemplated herein, the Plan Supervisor's liability on account of any claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including attorneys' fees and costs, shall be limited to the amount of fees paid or owing to the Plan Supervisor solely relating to the MHPAEA Services. In no event shall the Plan Supervisor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses; and,

(e) Any documentation produced by the Plan Supervisor (hereinafter, the "MHPAEA Deliverables") may be shared with:

a. Regulators, upon their request; and,

b. **FOR INFORMATIONAL PURPOSES ONLY,** other parties that support the Plan Administrator's efforts with respect to the Plan (e.g., brokers, consultants, etc.) so long as:

   i. the MHPAEA Deliverables are produced in their entirety;

   ii. the other party has signed a Nondisclosure / Confidentiality Agreement with the Plan Supervisor;

   iii. the Plan Administrator and the other party expressly agree:

      1. the MHPAEA Deliverables are for the Plan Administrator's sole benefit, the Plan Supervisor does not authorize any party other than the Plan Administrator to rely on the MHPAEA Deliverables, and any third-party reliance shall be at such other party's sole risk; and,

      2. to indemnify and hold the Plan Supervisor, its affiliates, and its respective partners, principals, employees, and agents harmless and defend them from and against any and all liabilities, losses, fines, penalties, damages, and expenses of any kind, including attorneys' fees and costs, which result from the negligence, willful misconduct, other party reliance on, or further distribution of the MHPAEA Deliverables.

SECTION VI
(INDEMNIFICATION)

6.1. Indemnification:

(a) To the extent allowed by applicable law, the Plan Administrator agrees to indemnify and hold harmless the Plan Supervisor, its directors, officers, employees and agents, against any and all claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including reasonable attorneys' fees and costs, incurred by or arising against the Plan Supervisor as a result of: (i) the Plan Supervisor's performance of its duties and obligations under this Agreement; (ii) any breach of this Agreement by the Plan Administrator; (iii) any intentional, willful, reckless, or negligent acts or omissions by the Plan Administrator in the performance of its duties under this Agreement, including without limitation, the failure to cause the Employer to fund benefits due under the Plan; or, (iv) an interpretation of the Plan by the Plan Administrator or any other written or oral communication by the Plan Administrator on which the Plan Supervisor relies; provided, however, that this indemnity shall not apply to the extent any such claims, liabilities, losses, fines, penalties, damages, and expenses result from the willful misconduct or gross negligence of the Plan Supervisor in the performance of the Services.

(b) The Plan Supervisor agrees to indemnify and to hold harmless the Plan Administrator against any and all claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including reasonable attorneys' fees and costs, incurred by or arising against the Plan Administrator as a result

of: (i) any breach of this Agreement by the Plan Supervisor; and, (ii) any intentional, willful, grossly negligent acts or omissions by the Plan Supervisor in the performance of the Services; provided, however, that this indemnity shall not apply to the extent any such claims, suits, liabilities, losses, fines, penalties, damages, and expenses result from the willful misconduct or gross negligence of the Plan Administrator or the Employer. Notwithstanding the foregoing, the Plan Supervisor shall have no obligation to indemnify the Plan Administrator pursuant to this Section VI (or any sub-part thereof): (1) for any error in the payment of Plan claims; (2) for losses incurred by the Plan Administrator or the Employer as a result of third-party fraud perpetrated on the Plan Administrator, the Employer, or the Plan; or, (3) for any indemnification obligation explicitly allocated to the Plan Administrator in this Agreement (including, but not limited to, under Sections 3.9, 5.3, 5.24, and 5.25), unless such error or loss, as applicable, results from the gross negligence or willful misconduct of the Plan Supervisor.

6.2. Indemnification Procedures:

(a) In the event a lawsuit or other proceeding is filed against any Party entitled to indemnification under this Section VI, that Party shall give the indemnitor written notice of the action within five (5) business days after service of the complaint or other legal process. Within seven (7) business days after receipt of such notice, the indemnitor shall (i) notify the Party entitled to indemnification of the extent to which the indemnitor will defend the case and (ii) retain counsel reasonably acceptable to the Party entitled to indemnification. To the extent the indemnitor fails to comply with the requirements of this Section VI (or any sub-part thereof), the Party entitled to indemnification may retain counsel and undertake its own defense of the action, with any costs of defending the action, including reasonable attorneys' fees, borne by the indemnitor.

(b) Any Party entitled to indemnification will cooperate with the indemnitor in providing evidence and witnesses reasonably required for defending lawsuits subject to indemnification under this Section VI, provided, however, that all litigation costs will be borne by the indemnitor.

(c) The provisions of this Section VI shall remain in effect following termination of this Agreement for the period of any applicable statute of limitations for any cause of action subject to indemnification under this Section VI and regarding which legal action was commenced prior to the expiration of the statute of limitations.

SECTION VII
(FEE SCHEDULE)

7.1. Administration Fees: The "Administration Fees" shall be as set forth in Exhibit A to this Agreement and/or the separate COSR. In the event the Parties have not executed Exhibit A to this Agreement, then Plan Supervisor's standard Exhibit A (as of the Effective Date) shall govern, a copy of which is available upon request. The rates set forth in Exhibit A may be amended from time to time, by mutual

consent of the Parties, as reflected by execution of a new Exhibit A and/or the separate COSR. Administration Fees for health benefits administration and for medical management services will be charged on a per covered Employee per month basis and shall be payable on the first (1st) day of each month.

If the Plan utilizes the prescription drug benefit program offered through a pharmacy benefit manager (the "PBM") contracted by the Plan Supervisor, the corresponding Administration Fee will be charged on a per-prescription basis and shall be payable bi-weekly.

7.2. Commissions: The Plan Administrator acknowledges and agrees that the Plan Supervisor shall be entitled to receive commissions for any Stop-Loss Insurance policies and other ancillary products such as group life, long term disability, debit card, pharmacy card, etc. which the Plan Supervisor places on behalf of the Plan Administrator and/or the Plan.

7.3. Miscellaneous Expenses: The following services are **not** covered by the Administration Fees. These services will be performed upon request and are payable by Employer as separate charges:

(a) The following services are **not** Services covered by the Administration Fees. These services will be performed upon request and are payable by the Plan Administrator as separate charges:

(b) Reproduction of identification cards after implementation triggered by a request to change information contained on the identification card initiated by the Plan Administrator and/or the Plan's Broker ($1.00 per card printed);

(c) Any other requested printing services (including, but not limited to, required Notices) not set forth explicitly elsewhere in this Agreement;

(d) Costs of annual audits by a certified public accountant;

(e) Any authorized insurance premium (including, but not limited to, Stop-Loss Insurance premiums);

(f) Preparation of any required government filings;

(g) Expenses incurred relating to external review;

(h) Fees for translation services;

(i) Monthly bank service pass-through fee;

(j) Licensing fees for the Plan Supervisor's electronic health record software and application materials used for the Plan's disease management program, if any. As it relates to electronic health records, the duties and responsibilities owed by the Plan Supervisor, if any, during the term of this Agreement shall, in all respects, be controlled by the Application Services Agreement. A copy of the Application Services Agreement, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. If applicable, in the event the Parties have not executed an Application Services Agreement, then the Plan Supervisor's standard

Application Services Agreement (as of the Effective Date) shall govern, a copy of which is available upon request;

(k) Data integration programming and setup for third party vendors brought by the Administrator to the Plan Supervisor where data file exchanges are required but no data integration previously exists between the vendor and the Plan Supervisor;

(l) Costs associated with complying with transparency regulations including, but not limited to, those found in the Consolidated Appropriations Act of 2021 and the November, 2020 Final "Transparency in Coverage" Rules, as amended;

(m) Costs associated with undergoing any audit(s), document requests, or ad hoc support relating to MHPAEA; and,

(n) Costs associated with any state-specific requirements, surcharges, or obligations including, but not limited to, institutional surcharges, uncompensated care pools, and any other state regulations that affect the Plan.

7.4. Additional Benefits: At such time as the Plan Supervisor provides Employees or their dependents any additional benefits not herein described, the Administration Fees may be subject to renegotiation.

7.5. Experts: The Plan Supervisor may seek the services of experts in performing the Services, without the need for prior approval from the Plan Administrator, when legal or extraordinary benefit matters are involved including, but not limited to, large case management and hospital audits. The Plan Administrator shall pay any costs or fees incurred for such expert services.

7.6. No Surprises Act Negotiations: Upon receipt or transmission of a timely Open Negotiation Notice, the Plan Supervisor shall have authority, without the need for prior approval from the Plan Administrator, to engage in negotiations with the subject provider and pay up to one-hundred percent (100%) of billed charges for claims subject to the CAA's No Surprises Act.

For claims which proceed to Independent Dispute Resolution ("IDR"), the Plan Administrator shall be responsible for all IDR fees, including, but not limited to, the administrative fee and entity fee.

SECTION VIII
(TERM AND TERMINATION)

8.1. Term: Subject to the terms and conditions set forth herein, the initial term of this Agreement shall, unless sooner terminated pursuant to Subsection 8.2, be any period between the Effective Date and the start of the first Plan Year followed by one (1) year from the start of the first Plan Year. This Agreement shall automatically renew thereafter for successive one (1) year terms, subject to the right of termination set forth in Subsection 8.2.

The Plan Administrator acknowledges that certain terminations will cause damages to the Plan Supervisor and that actual damages likely to result therefrom are difficult to estimate. If the Plan Administrator terminates less than sixty (60)

days after the Effective Date *and* less than sixty (60) days after the start of the first Plan Year, in addition to any other applicable fees, the Plan Administrator shall pay a penalty of two (2) months of Administration Fees (hereinafter, "Implementation Fees"). If the Plan Administrator terminates prior to the start of the first Plan Year, in addition to any other applicable fees, the Plan Supervisor shall retain any and all "binder payment(s)" made.

8.2. **Termination:** This Agreement may be terminated by either Party by written notice of intention to terminate given to the other Party (hereinafter, "Notice to Terminate"), to be effective no less than ninety (90) days from the date of such notice ("Termination Date"). The Plan Administrator acknowledges that early termination will cause damages to Plan Supervisor and that actual damages likely to result therefrom are difficult to estimate. In the event the Plan Administrator provides Notice to Terminate less than ninety (90) days before the Termination Date, the Plan Administrator agrees the following penalty ("Early Termination Fees") shall apply:

(a) **Zero (0) to forty-five (45) days advance Notice to Terminate given prior to Termination Date:** two (2) months of Administration Fees; or,

(b) **Forty-six (46) to ninety (90) days advance Notice to Terminate given prior to Termination Date:** one (1) month of Administration Fees.

The Plan Supervisor shall, in its sole discretion, have the ability to waive the Early Termination Fees in the event the Plan Administrator timely pays any and all Termination Fees set forth in Subsection 8.7. If the Plan Administrator is subject to Implementation Fees and Early Termination Fees, the Early Termination Fees shall be waived.

8.3. **Duties of Plan Supervisor upon Termination:** As of the effective date of termination of this Agreement, the Plan Supervisor will have no further duties or obligations not specifically described in this Section VIII.

Upon receiving the Notice to Terminate, the Plan Supervisor will continue to provide all usual administrative services required under this Agreement up to the Termination Date. After the Termination Date, subject to timely payment of the Termination Fees (hereinafter defined), the Plan Supervisor will continue to administer the run-out of claims incurred prior to the Termination Date (hereinafter, "run-out administration") for a predetermined number of months to be agreed upon by the Plan Administrator and the Plan Supervisor. Unless otherwise agreed to in writing, twelve (12) months of run-out administration shall be provided upon payment, pursuant to the timeline set forth in Subsection 8.7, of three (3) months of Administration Fees. After the Termination Date and during run-out administration, the Plan Supervisor will provide the reports and information agreed upon in the Termination Agreement.

As of the Termination Date, unless otherwise agreed to in writing by the Parties, all obligations of the Plan Supervisor related to the rights of the Members to payment of benefits from the Plan shall be terminated and extinguished for any claims incurred on and after the Termination Date.

8.4. **Final Accounting:** Upon termination by either Party, the Plan Supervisor, within sixty (60) days after the Termination Date, shall prepare and deliver to the Plan Administrator a complete and final accounting and report of the financial status of the Plan as of the Termination Date. At that time, the Plan Supervisor shall also deliver all books, records, and claim files in its possession and control pertaining to the administration of the Plan, subject to the right of the Plan Supervisor to copy and retain any or all of such records as it deems advisable and necessary for its proper management and operation. If the Plan Supervisor administers any run-out claims, within sixty (60) days after the last date of administration of such run-out claims, the Plan Supervisor shall prepare and deliver to the Plan Administrator a complete and final accounting and report of such run-out claims as of the last date of run-out administration.

8.5. **Maintenance of Records:** For the duration of this Agreement and for seven (7) years after the termination of this Agreement, unless delivery has been performed under Subsection 8.4, the Plan Supervisor shall maintain at its principal administrative office or other secure location, books, records, and claim files pertaining to the administration of the Plan.

(a) The books and records shall be maintained in accordance with generally accepted standards of insurance bookkeeping.

(b) Subject to the confidentiality provisions in Subsection 9.2, books and records may be examined and audited by any insurer, employer, employee group, or any other group using the services of the Plan Supervisor to the extent necessary for it to fulfill all of its contractual obligations.

Notwithstanding the foregoing, audits (including, but not limited to, "contingency audits" where compensation of the auditor is tied to a percentage of, *inter alia*, allegedly miscalculated or erroneously processed claims) which take place at the Plan Supervisor's administrative office(s) or other secure location(s) during the term of this Agreement (an "on-site Audit") will be allowed during regular business hours in the sole discretion of the Plan Supervisor. Any on-site Audit allowed in the Plan Supervisor's sole discretion shall be subject to the Plan Supervisor's additional administrative, contractual, and monetary preconditions, a list of which are available upon request.

8.6. **PHI:** The duties and responsibilities owed by the Parties upon termination as it relates to PHI shall, in all respects, be controlled by the BAA. By way of example, upon termination, PHI shall, if feasible, be returned or destroyed, and if return or destruction is not feasible, the Plan Supervisor shall comply with the terms of the BAA for so long as PHI is retained by the Plan Supervisor.

8.7. **Termination Fees:** Certain reasonable fee(s) shall apply for Standard and/or Optional Termination Services (hereinafter collectively, "Termination Fees") as set forth on the Termination of Administrative Services Agreement which is attached hereto and incorporated herein as "Exhibit B." Upon giving or receiving Notice to Terminate, a copy of Exhibit B shall be timely executed and returned by the Plan Administrator, detailing which termination services the Plan Administrator wishes the Plan Supervisor to provide during run-out administration. In the event said

Termination Fees are not paid in full prior to the Termination Date, the Plan Supervisor may, in its sole discretion, cease providing the Services (including, but not limited to, the chosen Standard and/or Optional Termination Services) and retain any and all Termination Fees previously paid. Said cessation of Services may include, but not be limited to, administrative services, suspension of the pharmacy card, and voidance or termination of any Stop-Loss Insurance policies. In the event the Plan Supervisor, in its sole discretion, decides *not* to cease providing the Services, a penalty of eight percent (8%) of the Termination Fees shall be applied on the Termination Date.

Any refunds, overpayments, or monies received by the Plan Supervisor after the Termination Date (including, but not limited to, pharmacy rebates) shall remain the property of the Plan Supervisor.

SECTION IX
(MISCELLANEOUS PROVISIONS)

9.1. Amendments: No amendments, modifications, or variations in this Agreement will be valid or binding on either Party unless made in writing and executed by both Parties.

9.2. Confidentiality of Information: The Plan Administrator and Plan Supervisor may, in the performance of this Agreement, disclose to each other in confidence non-public proprietary information or trade secrets and other confidential and commercially valuable information. The respective proprietary information or trade secrets, including, but not limited to, all forms of financial, business or technical information, manuals, policies, procedures, patterns, plans, compilations, program devices, methods, techniques, processes, programs or codes (collectively "Proprietary Information") of each Party are proprietary and confidential to that Party. The Plan Administrator and Plan Supervisor agree that they each shall maintain the other's Proprietary Information as proprietary and confidential.

Except as otherwise provided herein, upon termination of this Agreement the Parties agree to return each other's Proprietary Information as soon as practical. The restrictions of this Subsection 9.2 shall not apply to information that is or comes within the public domain without breach of this Agreement by the Parties.

Notwithstanding the foregoing, PHI shall in all respects be controlled by the BAA.

9.3. Entire Agreement: This Agreement, together with exhibits and incorporated attachments, contains the sole and entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations, whether oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. In the event the Parties have a relationship which predates this Agreement whereby the Plan Supervisor provided services for the Plan Administrator, any prior executed administrative agreement (regardless of title) entered into between the Parties shall, upon the Effective Date, be superseded by this Agreement. In the event the Parties have a relationship which predates this Agreement but no administrative agreement (regardless of title) was

previously executed, the Plan Supervisor's standard agreement detailing administrative services (as of the date the Plan Supervisor first began providing the services, regardless of title) shall govern the time between the first date the Plan Supervisor provided the services and the Effective Date. A copy of the Plan Supervisor's standard agreement as of the operative date is available upon request.

9.4. **Tax Liability:** If during the operation of the Plan, the federal government, the government of any state, or political subdivision or any instrumentality of either shall assess any tax, surcharge, or payment against the Plan and the Plan Supervisor is required to pay such tax, surcharge, or payment, the Plan Administrator shall reimburse the Plan Supervisor for such tax, surcharge, or payment.

9.5. **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, to the extent not preempted by federal law. Any judicial proceeding regarding any dispute arising out of this Agreement or any matter related hereto shall be brought only in the courts of the State of Georgia or in the United States District Court for the Northern District of Georgia, and each Party consents to the exclusive jurisdiction of such courts.

9.6. **Notice:** Any notice provided for in this Agreement must be in writing and must, unless otherwise agreed to by the Parties, be delivered to the recipient by first class mail or overnight courier service at the address listed below:

If to the Plan Administrator:	**If to the Plan Supervisor:**
Richard Higgins	James E. Griffin, III ("Tripp"), Esq.
Chairman	Chief Compliance Officer
2875 Browns Bridge Road	8731 Red Oak Blvd
Gainesville, GA 30504	Charlotte, NC 28217

In computing any period of time prescribed or allowed by this Agreement, unless otherwise specified, all days referred to shall be calendar days.

9.7. **Force Majeure:** The Plan Supervisor shall be excused from performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control (whether or not foreseeable), including acts of any foreign, federal, state, or local government; fires, floods, or other natural disasters; strikes or labor unrest; terrorism or acts of war; degradation or interruption of telecommunications or internet service; or severe weather conditions.

9.8. **Non-Exclusivity:** This Agreement is not an exclusive administration agreement that would prohibit the Parties from entering into similar agreements with respect to other benefits or plans. The Plan Administrator acknowledges that the Plan Supervisor has or will have similar contractual agreements for similar services with one or more other parties and has the right to continue to do so. Similarly, the Employer may sponsor or provide other employee benefit programs and has or may have similar contractual agreements for those programs.

9.9. Non-Solicitation: During the term of this Agreement and for one (1) year after its termination, the Plan Administrator agrees that it shall not, and it shall cause the Employer not to, solicit to hire any employee of the Plan Supervisor who has been directly involved with the provision of the Services.

9.10. No Waivers: The waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision, nor shall such waiver constitute a waiver of the provision itself.

9.11. Assignability: Neither Party may assign this Agreement without the prior written consent of the other Party.

9.12. Severability: The provisions of this Agreement are independent of and severable from each other, and no provision or part thereof shall be affected or rendered invalid or unenforceable if any other provision of this Agreement is determined to be invalid or unenforceable in whole or in part. If any provision, term, or condition of this Agreement or the Plan Documents is found to be invalid under, inconsistent with, or in conflict with the provisions of any applicable law, statute, or decision of law, then such invalidity, conflict, or inconsistency shall be deemed modified by such statute, law, or decision of law so as to conform thereto, and such invalidity, conflict, or inconsistency shall not be deemed to affect, impair, invalidate, or nullify the remainder of this Agreement or the Plan Documents which shall remain in full force and effect.

9.13. Headings: The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.14. Arbitration: Any dispute arising out of or relating to this contract or the subject matter thereof, or any breach of this contract, including any dispute regarding the scope of this clause, will be resolved through arbitration administered by the American Health Lawyers Association ("AHLA") Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration. Judgment on the award may be entered and enforced in any court having jurisdiction.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement. This Agreement may be executed and delivered by facsimile or e-mail, and such facsimile or e-mail delivery shall constitute the final agreement of the Parties and conclusive proof of this Agreement.

Dated: December 4, 2024
Hall County, Georgia

By: _____
Richard Higgins
Chairman

Dated: 6 December 2024
Healthgram, Inc.

By: _____
James E. Griffin, III ("Tripp"), Esq.
Chief Compliance Officer

healthgram

EXHIBIT A – FEE SCHEDULE

Administration Fees[1]

The Plan Supervisor shall be entitled to an Administration Fee for its services to the Plan, as follows:

$24.00	Per covered employee per month for medical claims administration, payable on the first (1st) day of the month
$165.00	Per hour of case management services, payable on the first (1st) day of the month
$2.50	Per covered employee per month for network management (pass-through), payable on the first (1st) day of the month
$2.75	Per covered employee per month for utilization review, payable on the first (1st) day of the month
$70.00	Hourly fee for Wellness health coaching, payable on the first (1st) day of the month
$2.50	Per covered employee per month for Healthgram Trax, payable on the first (1st) day of the month
$7.00	Per covered employee per month for Healthgram Connect, payable on the first (1st) day of the month
$ N/A	Per covered employee per month for Continuation Administration, payable on the first (1st) day of the month
$ N/A	Per covered employee per month for FSA Administration, payable on the first (1st) day of the month
$4,950	Start-Up Fee - Health Plan Administration, payable upon receipt of invoice from Plan Supervisor
$ 5,000	MHPAEA Implementation Fee, payable upon receipt of invoice
$ 2,000	Continued MHPAEA Monitoring Fees, payable annually upon renewal as set forth in Subsection 4.10(c)
$950	Annual per-external vendor Data Services Fee, payable upon receipt of invoice from Plan Supervisor

Please initial approval of fee schedule: RBH

Date: December 4, 2024

[1] The fees for subrogation and right of reimbursement services are set forth in Subsection 5.12 of the Agreement.

healthgram

EXHIBIT B – TERMINATION OF ADMINISTRATIVE SERVICES AGREEMENT

Client Name: _____

We received notification of your intent to terminate the *Administrative Services Agreement* with Healthgram. While we are disappointed in your decision, we want to make the transition to the new administrator of both the coverage and the care your members are receiving as smooth as possible.

Please identify which services are being terminated:

☐ All Services ☐ TPA Services Only, keeping all Wellness Services

☐ Other _____

Termination Effective Date: _____

Reason for Termination: _____

Accordingly, Healthgram makes the following termination services available:

Standard Termination Services:	**Fees**
• Forward all claims and associated mail to a specified location for a three-month period. • Provide status of claim information for a three (3) month period via customer service for dates of service prior to the termination date. • Refer calls to the new administrator for a period of three (3) months. • Provide two sets of standard reports for all accumulators to include deductible, out of pocket and lifetime maximums. • Provide final 5500 financial information (if applicable)	$2,500
• Banking fees *if* using a Healthgram managed account	$3,000
• Process run-out claims administration for a twelve (12) month period[2]	3 months of admin fees
• Process Cigna run-out claims administration for a twelve (12) month period[3]	3 months of network access fees
• Subrogation services (appropriate fees will apply)	25% of recovery

Optional Termination Services:	**Fees**	**Y**	**N**
• Provide one claims runout files (12 months after termination)	$1,000	☐	☐
• Provide two claims runout files (6 months and 12 months after termination)	$1,500	☐	☐

[2] By way of example, if the Plan had X total enrolled employees paying $Y for Medical / Rx claims administration and $Z for Dental claims administration when it gave Notice to Terminate, the associated fee for non-Cigna run-out claims administration would be:

1. Medical = X enrolled employees x 3 months x $Y.
2. Dental = X enrolled employees x 3 months x $Z.

[3] The associated fee for Cigna run-out claims administration for twelve (12) months is the same as that set forth in the equations found in FN 2 (X enrolled employees x 3 months x $Cigna network access fee).

• Provide one disclosure packet report after the termination date	$1,500	☐	☐
• Provide a detailed electronic eligibility file for all Healthgram products	$2,500	☐	☐

Please note that any reporting and data requests after the Termination Effective Date that are not outlined in this Agreement will be subject to additional costs.

Billing for Standard and Optional Termination Services

A Termination Invoice will be sent; please select the option in which payment will be made:

☐ Check

☐ Normal remittance method for monthly bill

Regardless of the Standard and/or Optional Termination Services you select, Healthgram needs forwarding instructions for claims and associated correspondence(s) received after the Termination Date. Please complete the following indicating to whom said claims / correspondences shall be forwarded:

Company Name: _____

Company Address: _____

_____

Contact Name: _____

Phone: _____

Email: _____

Unless otherwise agreed to in writing, by signing below you agree to make payment within thirty (30) days of receipt of the Termination Invoice.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

healthgram

Confirmation of Sold Rates

Hall County, Georgia

1/1/2027

Administration								
Healthgram	**Enrollment**	**Current**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**
Medical, Rx Claims Administration	1,426	$24.00	$24.00	$24.00	$24.00	$24.00	$24.00	$24.00
Utilization Management	1,426	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75
Healthgram Connect	1,426	$7.00	$7.00	$7.00	$7.00	$7.00	$7.00	$7.00
Healthgram Trax	1,426	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50
PBM Interface	1,426	$1.85	$1.85	$1.85	$1.85	$1.85	$1.85	$1.85
Other								
Health Partners Network Access Fee	1,426	$2.50	N/A	N/A	N/A	N/A	N/A	N/A
Cigna OAP Network Access Fee	1,426	N/A	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00
Teladoc - $59 consult fee	1,426	$1.45	$1.45	$1.45	$1.45	$1.45	$1.45	$1.45
Veracity Admin Fee	1,426	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00
Stop Loss		**HM**	**HM**	**HM**	**HM**	**HM**	**HM**	**HM**
Specific Contract								
Deductible		$300,000	$300,000	$300,000	$325,000	$325,000	$350,000	$350,000
Contract Type		36/12	48/12	48/12	48/12	48/12	48/12	48/12
Covered Benefits		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Additional Laser Liability		$0	$0	$325,000	$0	$300,000	$0	$275,000
Premium: Single	691	$65.08	$104.45	$104.45	$94.20	$94.20	$88.98	$88.98
Family	735	$197.28	$315.32	$315.32	$290.02	$290.02	$278.18	$278.18
No-New-Laser at Renewal/ Rate Cap		Yes; 60%	Not Included	Yes; 60%	Not Included	Yes; 60%	Not Included	Yes; 60%
Retiree Coverage		Included	Included	Included	Included	Included	Included	Included
Stop Loss Commission		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Expected Annual Exposure								
Healthgram Administration		$651,967	$651,967	$651,967	$651,967	$651,967	$651,967	$651,967
Other Administration		$272,936	$538,172	$538,172	$538,172	$538,172	$538,172	$538,172
Stop Loss Premiums		$2,279,653	$3,647,222	$3,647,222	$3,339,083	$3,339,083	$3,191,370	$3,191,370
Additional Liability		$0	$0	$325,000	$0	$300,000	$0	$275,000
Total Expected Annual Cost		**$3,204,557**	**$4,837,361**	**$5,162,361**	**$4,529,222**	**$4,829,222**	**$4,381,509**	**$4,656,509**

Signature

Date

Confidential Information of Healthgram, Inc.

healthgram

Confirmation of Sold Rates

Hall County, Georgia

1/1/2027

Administration						
Healthgram	**Enrollment**	**Current**	**Option 7**	**Option 8**	**Option 9**	**Option 10**
Medical, Rx Claims Administration	1,426	$24.00	$24.00	$24.00	$24.00	$24.00
Utilization Management	1,426	$2.75	$2.75	$2.75	$2.75	$2.75
Healthgram Connect	1,426	$7.00	$7.00	$7.00	$7.00	$7.00
Healthgram Trax	1,426	$2.50	$2.50	$2.50	$2.50	$2.50
PBM Interface	1,426	$1.85	$1.85	$1.85	$1.85	$1.85
Other						
Health Partners Network Access Fee	1,426	$2.50	N/A	N/A	N/A	N/A
Cigna OAP Network Access Fee	1,426	N/A	$18.00	$18.00	$18.00	$18.00
Teladoc - $59 consult fee	1,426	$1.45	$1.45	$1.45	$1.45	$1.45
Veracity Admin Fee	1,426	$12.00	$12.00	$12.00	$12.00	$12.00
Stop Loss		**HM**	**HM**	**HM**	**HM**	**HM**
Specific Contract						
Deductible		$300,000	$375,000	$375,000	$400,000	$400,000
Contract Type		36/12	48/12	48/12	48/12	48/12
Covered Benefits		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Additional Laser Liability		$0	$0	$250,000	$0	$225,000
Premium: Single	691	$65.08	$79.84	$79.84	$73.94	$73.94
Family	735	$197.28	$254.13	$254.13	$239.70	$239.70
No-New-Laser at Renewal/ Rate Cap		Yes; 60%	Not Included	Yes; 60%	Not Included	Yes; 60%
Retiree Coverage		Included	Included	Included	Included	Included
Stop Loss Commission		0.00%	0.00%	0.00%	0.00%	0.00%
Expected Annual Exposure						
Healthgram Administration		$651,967	$651,967	$651,967	$651,967	$651,967
Other Administration		$272,936	$538,172	$538,172	$538,172	$538,172
Stop Loss Premiums		$2,279,653	$2,903,460	$2,903,460	$2,727,264	$2,727,264
Additional Liability		$0	$0	$250,000	$0	$225,000
Total Expected Annual Cost		**$3,204,557**	**$4,093,599**	**$4,343,599**	**$3,917,404**	**$4,142,404**

Signature

Date

Confidential Information of Healthgram, Inc.

Administration Assumptions

- Plan Options: 2 | PBM: ProCare / Veracity | Bank Account(s): 1

Notes and Provisions

- If a non-standard vendor is selected, prior written approval from Healthgram is required. Such selection may be subject to additional fees and/or separate agreements.
- Stop loss specific advance and aggregate accommodation are subject to Healthgram's funding requirements.
- Billing will be limited to a single remittance for monthly administrative and premium invoices.
- Consolidated billing for external vendors limited to stop loss, PBM, and broker commission.
- A portion of certain service fees may be retained by Healthgram for ongoing data and service integrations.
- Network Access Fee is a representative approximation of actual access fees. January 2027 Cigna NAF "holiday".
- Bluebook state taxes may apply based on the customer's corporate location. Applicable state taxes will be added to Healthgram Connect.
- Healthgram may receive contingent compensation (override ranging from 0-5%) as a result of stop loss carrier volume and/or performance. This compensation, if received, does not impact premium rates in current nor future policy periods.
- Lasered options assume the following laser: T. Ellis ($625k)
- **FIRM THROUGH 11/16**

Conditional Services

- Clinical Case Management and Maternity Management = $175 per hour
- Condition Management = $75 per hour
- No percentage of savings fees for standard out-of-network claim processing. Open Negotiation/IDR eligible claims are subject to 25% of negotiated savings ($250 minimum and $2500 maximum) per claim. IDR disputes are also subject to Entity Fee.
- Subrogation 25% of recovery
- Data Services = $950 per vendor annually (external medical claims and/or eligibility data feeds) Vendors: Marathon

Optional Compliance Services

- Required Notices = $500 annually
- NY State Surcharge = $500 annually

Hall County 2027 Healthgram Renewal Overview

Healthgram has delivered its firm 2027 renewal for Hall County's self-funded health plan. Administration fees stay flat, the County moves to Cigna's national network, and stop loss rises 60% at the rate cap after a second consecutive high-claims year.

Healthgram Administration Fees

Healthgram's administration fees of **$38.10 per employee per month (PEPM)** will remain unchanged for 2027. This is the final year of the County's three-year rate guarantee. Based on current enrollment of 1,426 employees, the annual cost is estimated at **$651,967**.

Other Administration and Network Change

The move from the Health Partners / PHCS network to Cigna's OAP network gives the County access to a **national network**, and we expect it to be **roughly cost neutral**. Other administration fees increase from $15.95 PEPM ($272,936 annually) to $31.45 PEPM ($538,172 annually), an increase of $265,236.

That increase is not a true cost increase. PHCS network fees were billed through claims rather than as a fixed fee, and they totaled **$465,952** over the last 12 months. In addition, Cigna will waive all network access fees for January 2027, saving about $25,668.

	Current (PHCS)	2027 (Cigna OAP)
Fixed other administration fees	$272,936	$538,172
January 2027 Cigna fee holiday	$0	($25,668)
Network fees paid through claims	$465,952	Variable (pay-for-performance fees)
Total before Cigna pay-for-performance fees	**$738,888**	**$512,504**

Cigna also charges pay-for-performance claim fees that are billed through claims and vary from year to year. Once those fees are included, we estimate the network change will be roughly cost neutral.

Stop Loss

After another high-claims year, the stop loss carrier (HM) has applied the 60% rate cap. At the current $300,000 deductible, annual stop loss premium increases from **$2,279,653 to $3,647,222**. The contract also moves from 36/12 to 48/12.

Claims have far exceeded premium in each of the last two years:

Plan year	ISL deductible	Premium paid	Stop loss reimbursements	Loss ratio
2026 (9 months to date)	$300,000	$1,709,740	$2,866,077	168%
2025	$280,000	$1,527,480	$4,979,160	326%

Three months of 2026 claims are still to come, so the 2026 figures will continue to rise.

The carrier will only offer the 60% rate cap for 2028 if the County accepts a laser. The laser is set at $625,000 for one member. The County would be responsible for the difference between the deductible and the laser, up to $325,000 depending on the deductible selected. Both options below include the laser along with the 2028 rate cap and no-new-laser protection. Options without the laser are available, but they carry no rate cap for 2028.

Option	Deductible	Laser liability	2028 rate cap	Stop loss premium	Total expected annual cost
Current	$300,000	$0	Yes; 60%	$2,279,653	$3,204,557
Renewal	$300,000	$325,000	Yes; 60%	$3,647,222	$5,162,361
Recommended	**$325,000**	**$300,000**	**Yes; 60%**	**$3,339,083**	**$4,829,222**

Total expected annual cost includes Healthgram administration, other administration, stop loss premium and the maximum laser liability.

Healthgram marketed the stop loss to its preferred carriers (Crum & Forster, QBE and HCC), and all three declined to quote. We also marketed to ATS, ECU, Symetra, Voya and Wellpoint, and all five declined. At this time, HM is the only carrier willing to offer coverage.

Recommendation

We recommend: $325,000 deductible with the laser. Compared with the Renewal, it lowers the total expected annual cost by $333,139, from $5,162,361 to $4,829,222, and reduces the maximum laser liability by $25,000. It also keeps the 60% rate cap and no-new-laser protection for 2028. With HM the only carrier willing to quote, that protection limits the County's exposure if claims remain high. The trade-off is that the County pays up to $25,000 more on each individual claim that exceeds the deductible.

Decision Deadline

The renewal rates are firm through Nov 16, 2026. The County must select a stop loss option by that date to secure coverage without the renewal being re-reviewed with October claims.

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 RENEWAL SIGNATURE REQUEST

Date: November 12, 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 Benefits Plan Supervisor

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Healthgram, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $ 2,937,705

☐ Price Increase Requested Increase Percentage: 60%

☒ Project/Service Contract FY 2027 Estimated Amount: $4,829,222.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for medical benefits plan supervisor, inclusive of stop loss to Healthgram, Inc. of Charlotte, NC. 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 five (5) year contract.

There is a price increase noted with this contract renewal due to the consecutive years of high dollar / volume medical claims.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 763/2026

SUBJECT: Approve the annual renewal of the business associate agreement for the pharmacy benefit manager to Veracity Benefits, LLC of Kennesaw, GA. The estimated annual cost is $205,344.00.

Meetings:

Work Session Date: 11/09/26

Voting Meeting Date: 11/12/26

Executive Summary:

Presenter: DLM

Recommendation:
Approve.

Purpose of Request:
Approve the annual contract for the pharmacy benefit manager to Veracity Benefits, LLC, of Kennesaw, GA. The estimated annual cost is $205,344.00.

History:
Veracity has been with the County, as pharmacy benefit manager since 1/2025.

Facts and Issues:
Annual premium cost for Veracity Benefits, LLC is $205,344.00. Cost may vary dependent upon employee enrollment.

This would be the second renewal of this contract for pharmacy benefit manager services.

Options:

Funding Requested	$ 205,344.00
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 Signature Request
2025 Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 763/2026

Funds Requested: $ 205,344.00

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	552100-ADMINISTRATIVE INSURANCE FEES	$102,672.00
2028	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552100-ADMINISTRATIVE INSURANCE FEES	$102,672.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DM

Phone: 770-531-6710

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 RENEWAL SIGNATURE REQUEST

Date: November 12, 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: Pharmacy Benefit Manager

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Veracity Benefits, LLC.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $205,344

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: $205,344.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for the pharmacy benefit manager, to Veracity Benefits, LLC, of Kennesaw, 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 five (5) year contract.

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), dated January 1, 2025 ("Effective Date") is entered into by and between Hall County Board of Commissioners and ("Covered Entity") and Veracity Benefits, LLC ("Business Associate") (each a "Party" and collectively the "Parties).

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the "HIPAA Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), enacted as part of the American Recovery and Reinvestment Act ("ARRA"); and

WHEREAS, Covered Entity has engaged Business Associate to perform services on its behalf;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I
Definitions

1.1 Catch-all definitions. The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Regulations") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

(i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or

(ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

(iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate." Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity named above.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Article 2
Obligations and Activities of Business Associate

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 CFR Part 14, subpart D, as well as any guidance issued by the Secretary that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 CFR Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The

Business Associate shall comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 CFR. Section 164.316.

2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than thirty (30) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of, or should reasonably have known of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within ten (10) business days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) business days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of

Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.

2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

a. Date of disclosure;

b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;

c. A brief description of the PHI disclosed; and

d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for

national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

Article 3
Permitted Uses and Disclosures by Business Associate

3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Article 4
Obligations of Covered Entity

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity

under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

Article 5
Term and Termination

5.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date. Thereafter this Agreement shall continue until either party provides the other ninety (90) days written notice to terminate or on the date either party terminates for cause as authorized in Section 5.2, whichever is sooner.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement;

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties; or

(c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Article 6
Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.

6.5 Indemnification. [Intentionally Omitted].

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above.

Veracity Benefits, LLC
[Business Associate]

By: _____
Signature

Hall County Board of Commissioners
[Covered Entity]

By: _____
Signature

Attest:

_____
Secretary, Hall County Board of Commissioners

SEAL:

BOARD OF COMMISSIONERS HALL COUNTY GA DEC. 15, 1818

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 733/2026

SUBJECT: Approve the purchase of one (1) Caterpillar 330 TC Excavator for the Solid Waste Division to Yancey Bros. Co., in the amount of $345,090.00.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the purchase of one (1) Caterpillar 330 TC Excavator for the Solid Waste Division to Yancey Bros. Co., in the amount of $345,090.00.

History:
Yancey has provided the preventive maintenance and regular maintenance work on the heavy equipment the Landfill currently utilizes.

Facts and Issues:
Yancey/Cat is the single source provider of service to the fleet of CAT equipment at the Hall County Landfill. This company is the only provider found to offer an excavator package that fulfills the requirements of the Landfill.

This piece of equipment is being procured under Sourcewell Contract # 011724-CAT.

Options:

Funding Requested	$ 345,090.00
Are funds within current budget?	Yes
Source of Funds	Solid Waste Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Quote
Single Source Form
RFX Form
Specifications

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 733/2026

Funds Requested: $ 345,090.00

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	540-SOLID WASTE FUND	4530-LANDFILL	542100-MACHINERY	$345,090.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: NS

Phone: 678-520-0196

October 12, 2026

Hall County Landfill

Sourcewell CAT CONTRACT# 011723-CAT
Hall County SOURCEWELL **Account #34982**

RE: Quote 318822-02

Caterpillar, Inc. Model: 330 TC

CONFIGURATION DETAILS

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
330 07H HEX AM-N CFG1	651-5807		1	314,340
330 07 EXCAVATOR ARRANGEMENT	527-2180		1	0
COMMON ARRANGEMENT	579-4738		1	0
GUARD, SWIVEL	134-8883		1	0
PEDAL, STRAIGHT TRAVEL	490-7715		1	0
FRAME, UPPER	507-4840		1	0
MONITOR, 10"	511-9428		1	0
SENSOR, PRESSURE, EOU	513-3214		1	0
GUARD, TRAVEL MOTOR, HD	514-7013		1	0
VALVE, FINE SWING	520-1923		1	0
FILM, OPERATING PATTERN, 2WAY	520-9418		1	0
RECEIVER, BLUETOOTH	524-8272		1	0
MACHINE ECM	525-7678		1	0
COUNTERWEIGHT, 14,770LB	575-2677		1	0
LIGHT, CHASSIS	577-3907		1	0
LINES, A/C	577-7867		1	0
TRAVEL, ALARM	592-8316		1	0
UNDERCARRIAGE, LONG	593-4943		1	0
CAB, DELUXE	609-5081		1	0
SWIVEL, W/SWING SENSOR	620-8844		1	0
UPPER COVER, CENTER	555-5784		1	0
VALVE, HYDRAULIC, TCS, HL	516-9252		1	0
LINES, MAKE UP, TCS	560-5828		1	0
RETURN PIPE, TCS	516-7669		1	0
CIRCUIT, ADVANCE COMBINED	516-6643		1	0
LIGHT, REACH BOOM LH & SLR LH	577-6543		1	0
LIGHT, REACH BOOM & SLR RH	577-6544		1	0
RADIO MODULE, PL243 CELLULAR	589-1744		1	0
WIRING, PRODUCT LINK ELITE	594-2025		1	0
AUXILIARY RELAY	609-0104		1	0
JOYSTICK STEER	612-9181		1	0

TRACK, 31" TG	516-8657	1	4,860
GUARD, TRACK GUIDING,SEGMENTED	346-7150	1	2,115
BOOM, REACH 20'2"	577-5867	1	10,000
STICK, R10'6"	635-9398	1	5,610
LINKAGE, BKT CB2 W/EYE GRADE	521-8015	1	3,510
CYLINDER, BOOM	516-8457	1	7,760
CYLINDER, STICK	635-2974	1	4,495
CYLINDER, BUCKET CB2	635-2971	1	2,870
BOOM TUBE W/EOU	516-8550	1	0
BKT HD 54" 2.01YD3 CB	541-1750	1	15,042
TIP, PENETRATION PLUS ADVANSYS	505-4103	6	1,092
SIDECUTTERS, HEAVY DUTY	357-2698	1	1,535
HYDRAULIC PKG, COMB ADV	597-0955	1	11,640
CONTROL, QC	517-4758	1	1,055
LINES, DRAIN, PQC	549-9535	1	0
LINES, HP, REACH BOOM	562-6221	1	1,370
LINES, QC, REACH BOOM	516-7688	1	1,490
LINES-HP, R10'6" STICK	356-8134	1	1,375
LINES-QC, R10'6" STICK	321-0150	1	1,425
JOYSTICKS, VERTICAL SLIDER	528-6835	1	1,450
WIPER, RADIAL W/LOWER	484-8022	1	353
SUN SCREEN, REAR	488-6450	1	254
CAMERA, 360 VISIBILITY	578-7636	1	2,650
LIGHTS, CAB, W/RAIN PROTECTOR	577-8973	1	855
LIGHTS PKG, REACH & SLR BOOM	581-1525	1	350
MIRROR, CAB, W/O OPG	580-8628	1	130
GRADE 2D ASSIST & PAYLOAD	624-7796	1	0
GRADE SENSOR, REACH BOOM	621-6763	1	0
GRADE SENSOR, R10'6" STICK	621-6785	1	0
PROD LINK, PLE643/PLE743 RADIO	594-9052	1	0
NETWORK MANAGER, A6N1	555-7286	1	0
JOYSTICK STEER + AUX RELAY PKG	617-0334	1	1,250
GUARD, BOTTOM HD	576-9456	1	2,135
STORAGE TRAY	576-9461	1	56
BATTERIES, 2	506-5013	1	695
SCREEN, RADIATOR	549-2633	1	262
QUICK DRAINS READY	578-2915	1	0
INTEGRATED RADIO, W/O DAB	502-7166	1	680
FILM, EMC	528-4738	1	0
FILM, INTERIOR, ANSI	573-4351	1	0
FILM, EXTERIOR, ANSI	578-2910	1	0
FILM, ROPS	567-3818	1	0
FILM, STICK WARNING, ANSI	567-3815	1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926	1	0
STORAGE PROTECTION (EXPORT)	0P-7563	1	29
STORAGE PROTECTION (EXPORT)	0G-4126	1	81
ROLL ON-ROLL OFF W/BKT	0P-9552	1	880
LANE 3 ORDER	0P-9003	1	0

Removed - STORAGE PROTECTION (EXPORT)	0P-7563	1	(29)
Removed - STORAGE PROTECTION (EXPORT)	0G-4126	1	(81)
Removed - ROLL ON-ROLL OFF W/BKT	0P-9552	1	(880)
	Total (incl.Attachments) per DBS:		403,694
	Total Modifications:		(990)
	Modified Consist Total:		**402,704**
	Total CAT List/Net:		**402,704**

Total Machine List Price	$402,704
Sourcewell Contract 15% off List Price for 330 HEX	-$60,406
Price after Sourcewell Discount	$342,298
Mandatory Service & Outbound Freight	$3,913
Bucket Calibration	$862
84 Mo/ 8500 Hr. Premier Warranty	$22,716
36 Mo/ 3000 Hr Premium CVA (Basic)	$13,910
Total Price after Add-Ons	$383,699
Additional Yancey Bros.Package Discount for Hall County	-$38,609
TOTAL QUOTE PRICE	**$345,090**

Accepted by_____ **on** _____

Sincerely,

Nick Hollifield
Machine Sales / Heavy Rents Rep
Yancey Bros. Co.

Serve. Solve. Succeed.

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.
Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).
Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

Hall County RFx Intake Form

Technical ID #516

Complete

($50,000 or greater)

Title of Request **
Caterpillar Excavator 330TC

Approval Division **
Landfill and Solid Waste

Request Type **
Other

Part 1: Preliminary Questions

Select a response for each question below. Contact the County's Purchasing Division with any purchasing related questions

County Contract

Wherever possible, departments should procure goods and services from Contractors that have active contracts in place with the County. Departments are advised to check with the County's Purchasing Division before filling out this form.

Can the requested goods or services be provided under an existing County contract?
If yes, STOP. This form is not required.

No

Budget

Is this a budgeted item/contract?
If yes, list out the department(s) and account code(s) that it is budgeted in below.

Yes

Budget List

In the table below, please list all departments and account codes budgeted for this item/contract.

Department Name	Account Code
134 - LANDFILL	540-4530-542100

Excess or Surplus Inventory

An excess or surplus inventory check should be done to assess opportunity to avoid purchasing new equipment and vehicles.

Has surplus equipment been considered as an alternative to this purchase by checking the surplus inventory?

N/A

Federally Funded
Will the department utilize federal funds to finance this purchase?

No

Capital Asset
Is this purchase a capital asset?
e.g. computer/lab equipment; vehicles; machinery; etc.

Yes

Demonstrations/Presentations
Does the team anticipate the need for on-site demonstrations or presentations by proposers?

No

Part 2: Summary of RFX

For assistance with Commodity Codes, see NIGP Numbers

Commodity Codes: **

760

Est Project Value/Budget: **

$345,090

Type of Contract: **

One Time Purchase

Department Contact Information: **

Nate Smith, Solid Waste Superintendent
nsmith@hallcounty.org
678-520-0196 (c) 770-297-4680 (o)

Purpose and Intent of RFX

Fully describe the purpose and intent of the contract/item being requested.

Purchase of the Excavator 330TC will make operations more safe, effective and cost efficient as it will replace the existing aged excavator.

Specifications

List all specifications relevant to this contract/item request. All relevant files must be attached at the bottom of this form.

The specifications must be general in nature and should not specify "brand name only." Any Contractor who helped develop the specifications cannot be included in the solicitation, nor be awarded the contract. The Purchasing Division will reach out to your department to schedule pre-solicitation meetings.

The specifications are set out on the Sourcewell Quote #318822-02

Part 3: Bidders & Evaluation Committee List

Bidders List

In the table below, recommend potential Contractors the department would like to include on the solicitation distribution list. Any Contractor who helped develop the specifications cannot be included in the solicitation, nor be awarded the contract. Please review the County's Ordinance on ethical procurement.

Bidder Name	Contact Name	Email	Phone	Currently Contracted?
Yancey Brothers, Co.	Nick Hollifield	nick_hollifield@yanceyl	678-963-6514	No

Evaluation Committee List

The Evaluation Committee is responsible for objectively evaluating proposals received and providing a recommendation as to which bidder proposal is most responsive to the County's needs specified in the solicitation.

Provide a suggested list of the Evaluation Committee members, along with their contact information. The Evaluation Committee is subject to approval by the County's Purchasing Division.

Committee Member	Department Name	Email	Phone
Nate Smith	Solid Waste	nsmith@hallcounty.org	678-520-0196
Bobby Purdum	Resource Recovery	rpurdum@hallcounty.org	770-519-6267
Jason Skarda	Public Works	jskarda@hallcounty.org	(770) 531-6800

Part 4: Additional Questions

Server and/or Electronic Infrastructure

Will the Contractor need access to any services such as Wi-Fi, Copier/Printer Access, and/or physical wall hookup of equipment that can transmit information? — No

Protected Information

Will the Contractor create, obtain, transmit, use, maintain, process, or dispose of social security data, credit card data, and/or financial data? — No

Health Services

Will there be an exchange of protected health information (PHI) with the Contractor? — No

Common PHI includes health records, health histories, lab test results, and medical bills.
Essentially, all health information is considered PHI when it includes individual identifiers.

Minors

Will the Contractor be working or engaging with minors in carrying out the terms of the contract? — No

Will the Contractor be working at or near a County owned recreation area, school zone, County owned event center, and/or a County ran activities camp? — No

Protected Sites

Will the Contractor be performing work at or visiting sites such as an assigned courthouse structures, election office(s), jail, law enforcement offices, water treatment facility, server data rooms, healthcare clinics, and state or federally protected sites? — No

Facility/Construction

Is this engagement a facilities/construction-based project? — No

If so, have an architectural review and geotechnical report been completed and attached? — No

County Communications and Marketing

Will the requested goods or services require the Contractor to use the County's name, likeness, or marks? — No

Emergency Solicitation

Is this an emergency purchase as defined by the County Ordinance?

Per the County Ordinance, an emergency exists when there is a threat to public health, safety or welfare, or where there is a material disruption of goods and services.

No

Notes:

Attachments

File	Added On	Added By
Sourcewell Quote #318822-02.YanceyCAT.Excavator330TC	2026-10-13	broberts
sole-single source documentation.ExcavatorFY27	2026-10-13	broberts



330
Hydraulic Excavator

Technical Specifications

Configurations and features may vary by region. Please consult your Cat® dealer for availability in your area.

Table of Contents

Specifications 2

Engine 2
Swing Mechanism 2
Weights 2
Track 2
Drive 2
Hydraulic System 2
Service Refill Capacities 2
Standards 2
Sound Performance 2
Operating Weights and Ground Pressures 3
Major Component Weights 3
Dimensions 4
Working Ranges and Forces 5
Reach Boom Lift Capacities 6
Bucket Specifications and Compatibility 9
Attachments Offering Guide 10

Standard and Optional Equipment 11

Dealer Installed Kits and Attachments 14

330 Hydraulic Excavator Specifications

Engine

Engine Model	Cat® C7.1	
Net Power – ISO 9249	204 kW	273 hp
Engine Power – ISO 14396	205 kW	275 hp
Bore	105 mm	4 in
Stroke	135 mm	5 in
Displacement	7.01 L	428 in³

- Meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Recommended for use up to 4500 m (14,760 ft) altitude with engine power derate above 3000 m (9,840 ft).
- Net power is tested per ISO 9249. Standards in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system and alternator.
- Rated speed at 2,200 rpm.

Swing Mechanism

Swing Speed	11.50 rpm	
Maximum Swing Torque	110 kN·m	81,132 lbf-ft

Weights

Operating Weight – 600 mm (24") Triple Grouser Shoes	30 000 kg	66,000 lb

- Long undercarriage, reach boom, R3.2 m (10'6") stick, HD 1.76 m³ (2.30 yd³) bucket, 600 mm (24") triple grouser shoes and 6700 kg (14,770 lb) counterweight.

Track

Standard Track Shoes Width	600 mm	24 in
Optional Track Shoes Width	700 mm	28 in
Number of Shoes (each side)	50	
Number of Track Rollers (each side)	9	
Number of Carrier Rollers (each side)	2	

Drive

Gradeability	35°/70%	
Maximum Travel Speed	5.3 km/h	3.3 mph
Maximum Drawbar Pull	248 kN	55,753 lbf

Hydraulic System

Main System – Maximum Flow – Implement	560 L/min (280 × 2 pumps)	148 gal/min (74 × 2 pumps)
Maximum Pressure – Equipment – Normal	35 000 kPa	5,075 psi
Maximum Pressure – Equipment – Lift Mode	38 000 kPa	5,510 psi
Maximum Pressure – Travel	35 000 kPa	5,075 psi
Maximum Pressure – Swing	29 800 kPa	4,320 psi
Boom Cylinder – Bore	140 mm	6 in
Boom Cylinder – Stroke	1407 mm	55 in
Stick Cylinder – Bore	150 mm	6 in
Stick Cylinder – Stroke	1646 mm	65 in
Bucket Cylinder – Bore	135 mm	5 in
Bucket Cylinder – Stroke	1156 mm	46 in

Service Refill Capacities

Fuel Tank Capacity	474 L	125.2 gal
Cooling System	25 L	6.6 gal
Engine Oil	25 L	6.6 gal
Swing Drive	10 L	2.6 gal
Final Drive (each)	5.5 L	1.5 gal
Hydraulic System (including tank)	310 L	81.9 gal
Hydraulic Tank	147 L	38.8 gal
DEF Tank	41 L	10.8 gal

Standards

Brakes	ISO 10265:2008
Cab/ROPS	ISO 12117-2:2008
FOGS (optional)	ISO 10262-2:1998 Level II

Sound Performance

ISO 6395:2008 (external)	103 dB(A)
ISO 6396:2008 (inside cab)	70 dB(A)

- Hearing protection may be needed when operating with an open operator station and cab (when not properly maintained or doors/windows open) for extended periods or in a noisy environment.

Operating Weights and Ground Pressures

	600 mm (24") Triple Grouser Shoes		600 mm (24") Double Grouser Shoes		700 mm (28") HD Triple Grouser Shoes	
	Weight	Ground Pressure	Weight	Ground Pressure	Weight	Ground Pressure
	kg (lb)	kPa (psi)	kg (lb)	kPa (psi)	kg (lb)	kPa (psi)
Base machine with 6700 kg (14,770 lb) Counterweight and Long Undercarriage						
Reach Boom + R3.2CB2 (10'6") Stick + 1.76 m³ (2.30 yd³) HD Bucket	30 000 (66,000)	57 (8.3)	30 300 (66,700)	58 (8.4)	30 500 (67,300)	50 (7.2)
Reach Boom + R2.65CB2 (8'8") Stick + 1.76 m³ (2.30 yd³) HD Bucket	29 900 (65,800)	57 (8.2)	30 200 (66,500)	57 (8.3)	30 400 (67,100)	50 (7.2)

All operating weights include a 90% fuel tank with 75 kg (165 lb) operator.

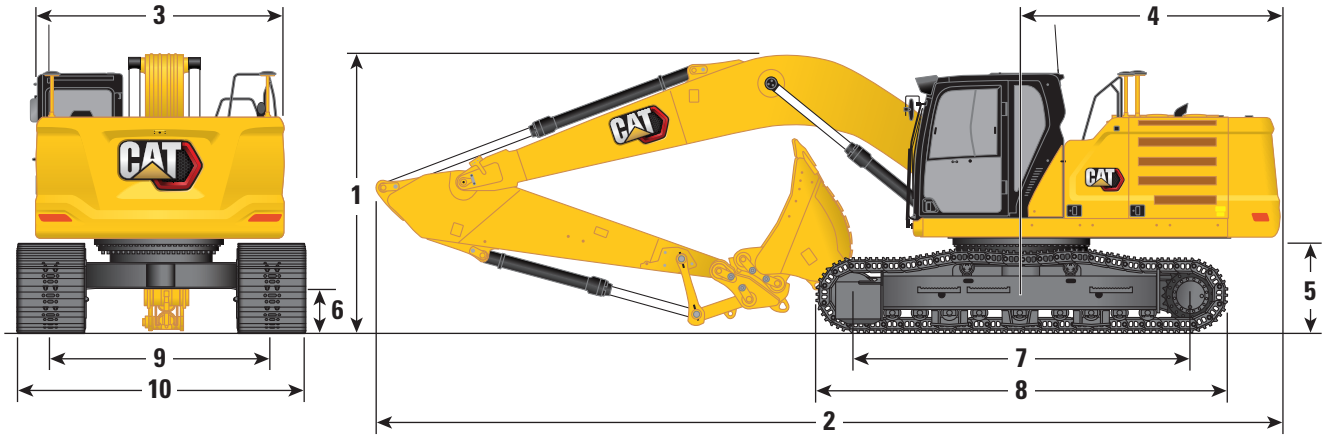
Major Component Weights

	kg	lb
Base machine (6700 kg [14,770 lb] counterweight, upper frame, long undercarriage with HD rollers), with boom cylinders and weight of 90% fuel tank and 75 kg (165 lb) operator included.	21 200	46,700
Track Shoes:		
600 mm (24") Width, 11 mm (0.43") Thick, Triple Grouser Track Shoes	3620	7,980
600 mm (24") Width, 14.5 mm (0.57") Thick, Double Grouser Track Shoes	3960	8,730
700 mm (28") Width, 13 mm (0.51") Thick, HD Triple Grouser Track Shoes	4200	9,260
Two Boom Cylinders	490	1,080
Weight of 90% Fuel Tank and 75 kg (165 lb) Operator	460	1,010
Counterweight:		
6700 kg (14,770 lb) Counterweight	6700	14,770
Undercarriage:		
Long Undercarriage with HD Rollers	6700	14,800
Boom (including lines, pins, stick cylinder):		
Reach Boom 6.15 m (20'2")	2310	5,090
Sticks (including lines, pins, bucket cylinder, bucket linkage):		
Reach Stick R3.2CB2 (10'6")	1470	3,240
Reach Stick R2.65CB2 (8'8")	1370	3,020
Buckets (without linkage, with tips and sidecutters):		
1.76 m³ (2.30 yd³) GD, CB Linkage	1130	2,490
1.76 m³ (2.30 yd³) HD, CB Linkage	1350	2,980
Quick Couplers:		
Pin Grabber QC CB with Pins	530	1,170
Pin Grabber QC CB without Pins	500	1,100
Dedicated QC	430	950

330 Hydraulic Excavator Specifications

Dimensions

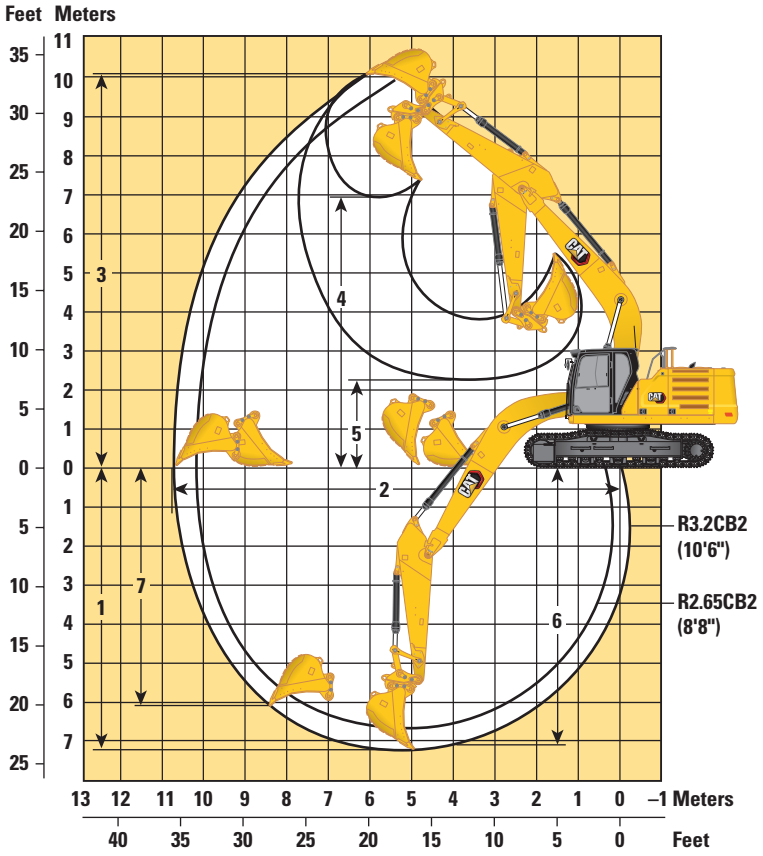
All dimensions are approximate and may vary depending on bucket selection.



Boom Option	Reach Boom 6.15 m (20'2")			
Stick Options	Reach Stick			
	R3.2CB2 (10'6")		R2.65CB2 (8'8")	
1 Machine Height:				
Cab Height	3060 mm	10'0"	3060 mm	10'0"
FOGS Height	3200 mm	10'6"	3200 mm	10'6"
Handrails Height	3060 mm	10'0"	3060 mm	10'0"
With Boom/Stick/Bucket Installed	3400 mm	11'2"	3450 mm	11'4"
With Boom/Stick Installed	3380 mm	11'1"	3380 mm	11'1"
With Boom Installed	3060 mm	10'0"	3060 mm	10'0"
2 Machine Length:				
With Boom/Stick/Bucket Installed	10 420 mm	34'2"	10 420 mm	34'2"
With Boom/Stick Installed	10 420 mm	34'2"	10 420 mm	34'2"
With Boom Installed	9230 mm	30'3"	9230 mm	30'3"
3 Upperframe Width without Walkways	2940 mm	9'8"	2940 mm	9'8"
4 Tail Swing Radius	3130 mm	10'3"	3130 mm	10'3"
5 Counterweight Clearance	1120 mm	3'8"	1120 mm	3'8"
6 Ground Clearance	490 mm	1'7"	490 mm	1'7"
7 Length to Center of Rollers	3990 mm	13'1"	3990 mm	13'1"
8 Track Length	4860 mm	15'11"	4860 mm	15'11"
9 Track Gauge	2590 mm	8'6"	2590 mm	8'6"
10 Undercarriage Width				
600 mm (24") Shoes	3190 mm	10'6"	3190 mm	10'6"
700 mm (28") Shoes	3290 mm	10'10"	3290 mm	10'10"
Bucket Type	HD		HD	
Bucket Capacity	1.76 m^3	2.30 yd^3	1.76 m^3	2.30 yd^3
Bucket Tip Radius	1660 mm	5'5"	1660 mm	5'5"

Working Ranges and Forces

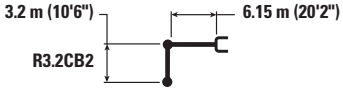
All dimensions are approximate and may vary depending on bucket selection.

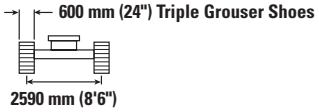


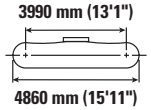
Boom Option	Reach Boom 6.15 m (20'2")			
Stick Options	Reach Stick			
	R3.2CB2 (10'6")		R2.65CB2 (8'8")	
1 Maximum Digging Depth	7240 mm	23'9"	6690 mm	21'11"
2 Maximum Reach at Ground Line	10 680 mm	35'0"	10 210 mm	33'6"
3 Maximum Cutting Height	10 030 mm	32'11"	9920 mm	32'7"
4 Maximum Loading Height	6950 mm	22'10"	6800 mm	22'4"
5 Minimum Loading Height	2300 mm	7'7"	2850 mm	9'4"
6 Maximum Depth Cut for 2440 mm (8 ft) Level Bottom	7090 mm	23'3"	6520 mm	21'5"
7 Maximum Vertical Wall Digging Depth	6010 mm	19'9"	5700 mm	18'8"
Bucket Digging Force (SAE)	157 kN	35,290 lbf	157 kN	35,290 lbf
Bucket Digging Force (ISO)	179 kN	40,240 lbf	179 kN	40,240 lbf
Stick Digging Force (SAE)	123 kN	27,650 lbf	140 kN	31,470 lbf
Stick Digging Force (ISO)	126 kN	28,330 lbf	145 kN	32,600 lbf
Bucket Type	HD		HD	
Bucket Capacity	1.76 m^3	2.30 yd^3	1.76 m^3	2.30 yd^3
Bucket Tip Radius	1660 mm	5'5"	1660 mm	5'5"

330 Hydraulic Excavator Specifications

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On

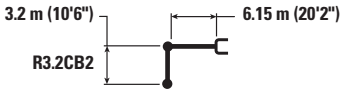


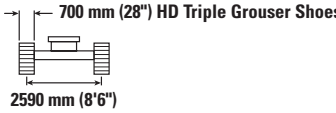


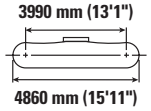


		1500 mm/60 in		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in		9000 mm/360 in				
																mm in
7500 mm 300 in	kg lb													*5600 *12,350	*5600 *12,350	7280 290
6000 mm 240 in	kg lb									*7900 *16,700	6250 13,450			*5350 *11,750	*5350 *11,750	8240 330
4500 mm 180 in	kg lb							*9250 *20,050	8600 18,500	*8400 *18,300	6150 13,200			*5300 *11,650	4750 10,500	8830 350
3000 mm 120 in	kg lb					*14 250 *30,650	12 500 27,000	*10 800 *23,400	8250 17,750	9150 19,650	5950 12,850	*6500	4550	*5450 *11,950	4450 9,750	9140 360
1500 mm 60 in	kg lb					*17 000 *36,700	11 850 25,500	*12 300 *26,550	7900 17,000	8950 19,200	5800 12,450	6800 *13,650	4450 9,600	*5800 *12,700	4350 9,500	9190 370
0 mm 0 in	kg lb					*18 300 *39,550	11 500 24,700	12 250 26,350	7650 16,450	8800 18,900	5650 12,150			*6350 *14,000	4400 9,700	8990 360
–1500 mm –60 in	kg lb	*6950 *15,550	*6950 *15,550	*10 950 *24,800	*10 950 *24,800	*18 250 *39,600	11 400 24,500	12 150 26,050	7550 16,250	8700 18,750	5600 12,000			7300 16,050	4750 10,400	8520 340
–3000 mm –120 in	kg lb	*12 500 *28,000	*12 500 *28,000	*17 650 *40,050	*17 650 *40,050	*17 150 *37,100	11 450 24,650	12 150 26,150	7550 16,250	8750 18,850	5600 12,100			8400 18,600	5400 11,950	7730 310
–4500 mm –180 in	kg lb			*19 900 *42,750	*19 900 *42,750	*14 600 *31,300	11 700 25,150	*10 800 *22,850	7750 16,700					*9500 *20,850	6950 15,550	6510 260

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On







		1500 mm/60 in		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in		9000 mm/360 in				
																mm in
7500 mm 300 in	kg lb													*5600 *12,350	*5600 *12,350	7280 290
6000 mm 240 in	kg lb									*7900 *16,700	6350 13,650			*5350 *11,750	*5350 *11,750	8240 330
4500 mm 180 in	kg lb							*9250 *20,050	8750 18,800	*8400 *18,300	6250 13,400			*5300 *11,650	4850 10,700	8830 350
3000 mm 120 in	kg lb					*14 250 *30,650	12 700 27,400	*10 800 *23,400	8350 18,000	*9150 *19,900	6050 13,050	*6500	4600	*5450 *11,950	4500 9,950	9140 360
1500 mm 60 in	kg lb					*17 000 *36,700	12 000 25,900	*12 300 *26,550	8000 17,250	9100 19,550	5900 12,650	6950 *13,650	4550 9,750	*5800 *12,700	4400 9,700	9190 370
0 mm 0 in	kg lb					*18 300 *39,550	11 700 25,100	12 450 26,800	7750 16,750	8950 19,200	5750 12,350			*6350 *14,000	4500 9,850	8990 360
–1500 mm –60 in	kg lb	*6950 *15,550	*6950 *15,550	*10 950 *24,800	*10 950 *24,800	*18 250 *39,600	11 600 24,900	12 350 26,550	7650 16,500	8850 19,050	5650 12,200			*7350 *16,250	4800 10,600	8520 340
–3000 mm –120 in	kg lb	*12 500 *28,000	*12 500 *28,000	*17 650 *40,050	*17 650 *40,050	*17 150 *37,100	11 650 25,050	12 350 26,600	7700 16,550	8900 19,200	5700 12,350			8550 18,900	5500 12,200	7730 310
–4500 mm –180 in	kg lb			*19 900 *42,750	*19 900 *42,750	*14 600 *31,300	11 850 25,550	*10 800 *22,850	7850 16,950					*9500 *20,850	7050 15,850	6510 260

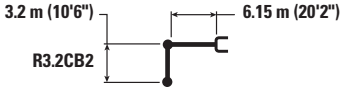
* ISO 10567

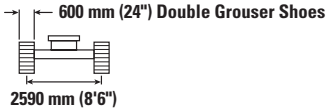
* Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

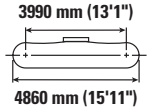
Lift capacity stays with ±5% for all available track shoes.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On

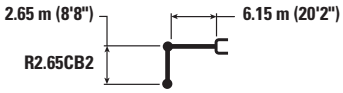


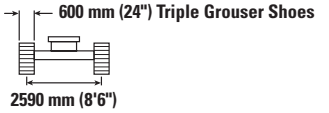


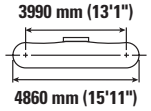


		1500 mm/60 in		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in		9000 mm/360 in				
																mm in
7500 mm 300 in	kg lb													*5600 *12,350	*5600 *12,350	7280 290
6000 mm 240 in	kg lb									*7900 *16,700	6300 13,550			*5350 *11,750	*5350 *11,750	8240 330
4500 mm 180 in	kg lb							*9250 *20,050	8650 18,700	*8400 *18,300	6200 13,350			*5300 *11,650	4800 10,600	8830 350
3000 mm 120 in	kg lb					*14 250 *30,650	12 650 27,250	*10 800 *23,400	8300 17,900	*9150 19,850	6000 12,950	*6500	4600	*5450 *11,950	4500 9,850	9140 360
1500 mm 60 in	kg lb					*17 000 *36,700	11 950 25,700	*12 300 *26,550	7950 17,150	9000 19,400	5850 12,550	6900 *13,650	4500 9,700	*5800 *12,700	4400 9,600	9190 370
0 mm 0 in	kg lb					*18 300 *39,550	11 600 24,950	12 400 26,600	7700 16,600	8850 19,050	5700 12,250			*6350 *14,000	4450 9,800	8990 360
–1500 mm –60 in	kg lb	*6950 *15,550	*6950 *15,550	*10 950 *24,800	*10 950 *24,800	*18 250 *39,600	11 500 24,750	12 250 26,350	7600 16,400	8800 18,900	5650 12,150			7350 16,250	4750 10,500	8520 340
–3000 mm –120 in	kg lb	*12 500 *28,000	*12 500 *28,000	*17 650 *40,050	*17 650 *40,050	*17 150 *37,100	11 550 24,900	12 300 26,400	7650 16,450	8850 19,050	5650 12,250			8500 18,800	5450 12,100	7730 310
–4500 mm –180 in	kg lb			*19 900 *42,750	*19 900 *42,750	*14 600 *31,300	11 800 25,400	*10 800 *22,850	7800 16,850					*9500 *20,850	7000 15,700	6510 260

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On







		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in				
												mm in
7500 mm 300 in	kg lb					*19,100	19,050			*7300 *16,200	*7300 *16,200	6680 260
6000 mm 240 in	kg lb					*8900 *19,450	8800 18,900	*8350 *15,800	6200 13,250	*6900 *15,200	5900 13,150	7710 310
4500 mm 180 in	kg lb			*12 300 *26,400	*12 300 *26,400	*10 050 *21,750	8500 18,300	*8950 *19,600	6100 13,100	*6800 *14,950	5200 11,450	8340 330
3000 mm 120 in	kg lb			*15 550 *33,350	12 300 26,550	*11 500 *24,850	8150 17,600	9100 19,600	5950 12,800	*6950 *15,350	4800 10,600	8670 340
1500 mm 60 in	kg lb			*16 900 *38,500	11 750 25,250	12 500 26,850	7850 16,900	8950 19,200	5800 12,450	7150 15,750	4700 10,300	8720 350
0 mm 0 in	kg lb			*18 000 *40,100	11 500 24,750	12 250 26,400	7650 16,500	8800 18,950	5700 12,200	7350 16,200	4800 10,550	8510 340
–1500 mm –60 in	kg lb	*10 650 *24,350	*10 650 *24,350	*18 000 *39,050	11 500 24,700	12 200 26,250	7600 16,400	8800 18,900	5650 12,200	8000 17,700	5200 11,450	8010 320
–3000 mm –120 in	kg lb	*19 950 *45,500	*19 950 *45,500	*16 400 *35,550	11 600 25,000	12 300 26,400	7650 16,550			9450 21,000	6100 13,500	7170 280
–4500 mm –180 in	kg lb			*13 100 *27,950	11 900 25,650					*9550 *20,950	8300 18,600	5820 230

* ISO 10567

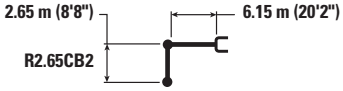
* Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

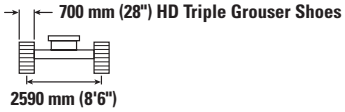
Lift capacity stays with ±5% for all available track shoes.

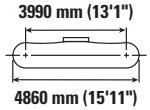
Always refer to the appropriate Operation and Maintenance Manual for specific product information.

330 Hydraulic Excavator Specifications

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On

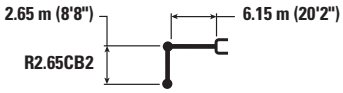


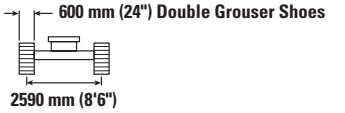


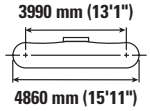


		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in				
												mm in
7500 mm 300 in	kg lb					*19,100 *19,100				*7300 *16,200	*7300 *16,200	6680 260
6000 mm 240 in	kg lb					*8900 *19,450	8900 19,150	*8350 *15,800	6300 13,450	*6900 *15,200	6000 13,400	7710 310
4500 mm 180 in	kg lb			*12 300 *26,400	*12 300 *26,400	*10 050 *21,750	8650 18,600	*8950 *19,600	6200 13,350	*6800 *14,950	5250 11,650	8340 330
3000 mm 120 in	kg lb			*15 550 *33,350	12 500 26,950	*11 500 *24,850	8300 17,850	9250 19,900	6050 13,000	*6950 *15,350	4900 10,750	8670 340
1500 mm 60 in	kg lb			*16 900 *38,500	11 900 25,700	12 700 27,300	8000 17,200	9100 19,550	5900 12,650	7300 16,050	4750 10,500	8720 350
0 mm 0 in	kg lb			*18 000 *40,100	11 700 25,200	12 500 26,850	7800 16,800	8950 19,300	5750 12,450	7500 16,500	4900 10,750	8510 340
–1500 mm –60 in	kg lb	*10 650 *24,350	*10 650 *24,350	*18 000 *39,050	11 700 25,150	12 400 26,700	7750 16,650	8950 19,250	5750 12,400	8150 18,000	5300 11,650	8010 320
–3000 mm –120 in	kg lb	*19 950 *45,500	*19 950 *45,500	*16 400 *35,550	11 800 25,400	*12 450 *26,850	7800 16,800			9650 21,400	6200 13,700	7170 280
–4500 mm –180 in	kg lb			*13 100 *27,950	12 100 26,050					*9550 *20,950	8400 18,900	5820 230

Reach Boom Lift Capacities – Counterweight: 6700 kg (14,770 lb) – without Bucket, Heavy Lift: On







		3000 mm/120 in		4500 mm/180 in		6000 mm/240 in		7500 mm/300 in				
												mm in
7500 mm 300 in	kg lb					*19,100 *19,100				*7300 *16,200	*7300 *16,200	6680 260
6000 mm 240 in	kg lb					*8900 *19,450	8850 19,050	*8350 *15,800	6250 13,400	*6900 *15,200	6000 13,300	7710 310
4500 mm 180 in	kg lb			*12 300 *26,400	*12 300 *26,400	*10 050 *21,750	8600 18,500	*8950 *19,600	6150 13,250	*6800 *14,950	5250 11,550	8340 330
3000 mm 120 in	kg lb			*15 550 *33,350	12 400 26,800	*11 500 *24,850	8250 17,750	9200 19,750	6000 12,900	*6950 *15,350	4850 10,700	8670 340
1500 mm 60 in	kg lb			*16 900 *38,500	11 850 25,500	12 600 27,100	7950 17,100	9000 19,400	5850 12,600	7250 15,950	4750 10,400	8720 350
0 mm 0 in	kg lb			*18 000 *40,100	11 600 25,000	12 400 26,650	7750 16,700	8900 19,150	5750 12,350	7450 16,400	4850 10,650	8510 340
–1500 mm –60 in	kg lb	*10 650 *24,350	*10 650 *24,350	*18 000 *39,050	11 600 24,950	12 350 26,500	7700 16,550	8850 19,100	5700 12,300	8100 17,850	5250 11,550	8010 320
–3000 mm –120 in	kg lb	*19 950 *45,500	*19 950 *45,500	*16 400 *35,550	11 700 25,200	12 400 26,650	7750 16,700			9550 21,200	6150 13,600	7170 280
–4500 mm –180 in	kg lb			*13 100 *27,950	12 000 25,850					*9550 *20,950	8350 18,800	5820 230

* ISO 10567

* Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Lift capacity stays with ±5% for all available track shoes.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

Bucket Specifications and Compatibility

		Width		Capacity		Weight		Fill	6.7 mt (14,770 lb) Counterweight	
									Reach Boom	
	Linkage	mm	in	m^3	yd^3	kg	lb	%	R3.2 (10'6")	R2.65 (8'8")
Pin-On (No Quick Coupler)										
General Duty	CB	600	24	0.52	0.68	659	1,454	100	●	●
	CB	750	30	0.71	0.93	726	1,601	100	●	●
	CB	1000	40	1.03	1.35	835	1,841	100	●	●
	CB	1350	54	1.54	2.02	1005	2,216	100	●	●
	CB	1500	60	1.76	2.30	1069	2,357	100	●	●
	CB	1600	63	1.86	2.43	1099	2,423	100	X	X
Heavy Duty	CB	1200	48	1.33	1.74	1096	2,417	100	●	●
	CB	1350	54	1.54	2.02	1196	2,637	100	●	●
Heavy Duty	CB	1450	57	1.60	2.09	1274	2,809	100	●	●
	CB	1600	63	1.80	2.36	1348	2,973	100	X	X
Heavy Duty	CB	1500	60	1.76	2.30	1391	3,067	100	◉	●
								kg	4605	5045
						Maximum load with pin-on (payload + bucket)		lb	10,152	11,122
With Pin Grabber Quick Coupler										
General Duty	CB	600	24	0.52	0.68	659	1,454	100	●	●
	CB	750	30	0.71	0.93	726	1,601	100	●	●
	CB	1000	40	1.03	1.35	835	1,841	100	●	●
	CB	1350	54	1.54	2.02	1005	2,216	100	◉	●
	CB	1500	60	1.76	2.30	1069	2,357	100	◉	◉
	CB	1600	63	1.86	2.43	1099	2,423	100	⊖	◉
Heavy Duty	CB	1200	48	1.33	1.74	1096	2,417	100	●	●
	CB	1350	54	1.54	2.02	1196	2,637	100	◉	●
Heavy Duty	CB	1450	57	1.60	2.09	1274	2,809	100	◉	●
	CB	1600	63	1.80	2.36	1348	2,973	100	⊖	◉
Heavy Duty	CB	1500	60	1.76	2.30	1391	3,067	100	⊖	◉
								kg	4079	4519
						Maximum load with coupler (payload + bucket)		lb	8,992	9,962

The above loads are in compliance with hydraulic excavator standard EN474-5:2006+A3:2013, they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity with front linkage fully extended at ground line with bucket curled.

Capacity based on ISO 7451:2007.

Bucket weight with General Duty tips.

Maximum Material Density:

● 2100 kg/m^3 (3,500 lb/yd^3)

◉ 1800 kg/m^3 (3,000 lb/yd^3)

⊖ 1500 kg/m^3 (2,500 lb/yd^3)

X Not Recommended

Caterpillar recommends using appropriate work tools to maximize the value customers receive from our products. Use of work tools, including buckets, which are outside of Caterpillar's recommendations or specifications for weight, dimensions, flows, pressures, etc. may result in less-than-optimal performance, including but not limited to reductions in production, stability, reliability, and component durability. Improper use of a work tool resulting in sweeping, prying, twisting and/or catching of heavy loads will reduce the life of the boom and stick.

Attachments Offering Guide

Not all Attachments are available in all regions. Consult your Cat dealer for configurations available in your region.

✓ Match

† Allowed usage on machine less than 50%

PIN-ON ATTACHMENTS			
Undercarriage		**L**	
Counterweight		**6.7 mt (14,770 lb)**	
Boom Type		**Reach**	**Reach**
Stick Length		**2.65 m (8'8")**	**3.2 m (10'6")**
Hydraulic Hammers	H120 S	✓	✓
	H130 GC	✓	✓
	H130 GC S	✓	✓
	H130 S	✓	✓
	H140 GC	✓	✓
	H140 GC S	✓	✓
	H140 S	✓	✓
	H160 GC	✓	✓
	H160 GC S	✓	✓
Demolition and Sorting Grapples	G324	✓	✓
	G332	✓	✓
Mobile Scrap and Demolition Shears	S3025	✓	✓
	S3035	✓	✓

CAT PIN GRABBER COUPLER ATTACHMENTS			
Undercarriage		**L**	
Counterweight		**6.7 mt (14,770 lb)**	
Boom Type		**Reach**	**Reach**
Stick Length		**2.65 m (8'8")**	**3.2 m (10'6")**
Hydraulic Hammers	H120 S	✓	✓
	H130 GC	✓	✓
	H130 GC S	✓	✓
	H130 S	✓	✓
	H140 GC	✓	✓
	H140 GC S	✓	✓
	H140 S	✓	✓
	H160 GC	✓	✓
	H160 GC S	✓	✓
Demolition and Sorting Grapples	G324	✓	✓†
	G332	✓	✓†
Mobile Scrap and Demolition Shears	S3025	✓	✓
	S3035	✓	✓

BOOM-MOUNT ATTACHMENTS			
Undercarriage		**L**	
Counterweight		**6.7 mt (14,770 lb)**	
Boom Type		**Reach**	**Reach HD**
Mobile Scrap and Demolition Shears	S2070	✓	✓
	S3050	✓	✓

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
CAB		
ROPS, standard sound suppression	✓	
High-resolution 254 mm (10") LCD touchscreen monitor	✓	
High-resolution 254 mm (10") LCD touchscreen monitor + additional monitor (only for use with Cat GRADE with Advanced 2D or Cat GRADE with 3D)		✓
Tilt-up left-side console	✓	
Heated seat with air-adjustable suspension	✓	
Height-adjustable console, infinite with no tool	✓	
Automatic bi-level air conditioner	✓	
Jog dial and shortcut keys for monitor control	✓	
Keyless push-to-start engine control	✓	
51 mm (2") seat belt	✓	
Bluetooth® integrated radio with USB ports	✓	
12V DC outlets	✓	
Document storage	✓	
Rear head storage net and lunchbox storage net	✓	
Cup and bottle holders	✓	
Openable two-piece front window	✓	
Upper radial wiper with washer	✓	
Openable polycarbonate skylight hatch	✓	
LED dome light	✓	
Floor welcome light	✓	
Roller front sunscreen	✓	
Roller rear sunscreen		✓
Rear window emergency exit	✓	
Washable floor mat	✓	
Beacon ready	✓	

	Standard	Optional
CAT TECHNOLOGY		
Cat Product Link™	✓	
Work tool recognition	✓	
Work tool tracking*	✓	
Laser catcher		✓
Cat GRADE with 2D and offset memory	✓	
Cat GRADE with Advanced 2D		✓
Cat GRADE with 3D connectivity: – Virtual Reference Station** – Internet Base Service Station** – Trimble Connected Community**		✓
Cat Assist: – Grade Assist – Boom Assist – Bucket Assist – Swing Assist – Lift Assist	✓	
Cat PAYLOAD: – Static weigh – Semiautomatic calibration – Payload/cycle information – USB reporting capability	✓	
2D E-Fence: – E-ceiling – E-floor – E-swing – E-wall – E-cab avoidance	✓	
Auto hammer stop	✓	
Remote Services capability	✓	
Auto Dig Boost	✓	

*Paired with PL161 attachment locator.

**Subscription required.

(continued on next page)

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
ENGINE		
Three selectable modes: Power, Smart, Eco	✓	
Automatic engine speed control	✓	
Automatic engine idle-shutdown	✓	
4500 m (14,760 ft) altitude capability with engine power derate above 3000 m (9,840 ft)	✓	
52° C (125° F) high-ambient cooling capability with derate	✓	
–18° C (0° F) cold start capability	✓	
2 × 115 amp dual alternator	✓	
Sealed double element air filter with integrated precleaner	✓	
Two-stage fuel filtration with water separator and indicator	✓	
Electric fuel priming pump	✓	
Electric cooling fans with auto-reverse function	✓	
Biodiesel capability up to B20	✓	
HYDRAULIC SYSTEM		
Electronic main control valve	✓	
Electric boom regeneration circuit	✓	
Stick regeneration circuit	✓	
Automatic hydraulic oil warm up	✓	
Automatic two-speed travel	✓	
Boom and stick drift reduction valve	✓	
Boom lowering check valve	✓	
Stick lowering check valve	✓	
Heavy lift mode	✓	
High performance hydraulic return filter	✓	
Final drive with bio hydraulic oil capable travel motor	✓	
Fine swing control	✓	
Hammer return filter circuit		✓
Advanced Tool Control (two pump, one/two way high-pressure flow)		✓
Medium-pressure circuit		✓
Common Quick Coupler Circuit for Cat Pin Grabber and CW Dedicated	✓	
Electronic Pattern Changer (requires activation)	✓	

	Standard	Optional
BOOM, STICKS AND LINKAGES		
6.15 m (20'2") Reach boom	✓	
3.2 m (10'6") Reach stick, CB2 Linkage		✓
2.65 m (8'8") Reach stick, CB2 Linkage		✓
Bucket Linkage, CB2 family with lifting eye, Cat GRADE	✓	
UNDERCARRIAGE AND STRUCTURES		
Full-length track guiding guards		✓
Segmented track guiding guards	✓	
Swivel guard	✓	
Bottom guard		✓
HD bottom guard		✓
HD travel motor guard	✓	
Grease lubricated track	✓	
Swing drive and motor, and swing bearing for higher swing torque	✓	
Base frame with HD rollers	✓	
Tie-down points on base frame	✓	
6700 kg (14,770 lb) counterweight	✓	
600 mm (24") triple grouser track shoes		✓
600 mm (24") double grouser track shoes		✓
700 mm (28") triple grouser HD track shoes		✓

(continued on next page)

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
ELECTRICAL SYSTEM		
Maintenance-free 1,000 CCA batteries (×2)	✓	
Programmable time-delay LED working lights	✓	
Centralized electrical disconnect switch	✓	
LED chassis light, LH and RH boom lights, cab lights	✓	
Premium surround lighting package		✓
SERVICE AND MAINTENANCE		
Grouped location of engine oil and fuel filters	✓	
Ground-level second dipstick for engine oil	✓	
Side entry to service platform	✓	
Scheduled Oil Sampling (S·O·S^{SM}) ports	✓	
QuickEvac™ maintenance ready		✓
Radiator screen		✓

	Standard	Optional
SAFETY AND SECURITY		
Rearview camera	✓	
Right-hand-sideview camera	✓	
360° visibility		✓
Secure start with PIN code	✓	
Caterpillar One Key security system	✓	
Lockable external tool/storage box	✓	
Lockable door, fuel, and hydraulic tank locks	✓	
Lockable fuel drain compartment	✓	
Service platform with anti-skid plate and recessed bolts	✓	
RH handrail and hand hold (ISO 2867:2011 compliant)	✓	
Cab mirror for RH track edge	✓	
Signaling/warning horn	✓	
Ground-level secondary engine shutoff switch in cab	✓	
Hydraulic lock out lever that neutralizes all controls	✓	
Travel alarm	✓	

Dealer Installed Kits and Attachments

Attachments may vary. Consult your Cat dealer for details.

CAB

- RH electrical pedal (two-way) for tool control
- Radial lower wiper for two piece (70/30) windshield, with washer
- Rain protector plus cab light cover

SAFETY AND SECURITY

- 75 mm (3") retractable seat belt
- Bluetooth key fob

GUARDS

- Side rubber bumper guard
- Falling object guard system (not compatible with cab light cover, rain protector)
- Mesh guard full front (not compatible with cab light cover, rain protector)
- Full protecting vandalism guard (not compatible with cab light cover, rain protector)

ELECTRICAL

- Jump start wiring

SERVICE AND MAINTENANCE

- Grease gun holder

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

© 2020 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEXJ0085-03 (08-2020)
Replaces AEXJ0085-02
Build Number: 07C
(ANZ)

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 724/2026

SUBJECT: Approve the acceptance of a $2,373,711.27 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer, and sidewalks in Clark Farms Phase 2 Subdivision. Commission District 1.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Approve the acceptance of a $2,373,711.27 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities, sewer, and sidewalks in Clark Farms Phase 2 Subdivision. Commission District 1.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Maintenance Agreement
Final Plat Information

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. SU1217578

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Clark Farms Investment, LLC (owner/principal, hereinafter referred to as "Principal"), and Arch 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 $ Two Million Three Hundred Seventy Three Thousand Seven Hundred Eleven Dollars and 27/100 ($2,373,711.27) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Clark Farms Investment, LLC (principal) is owner of the Subdivision known as Clark Farms Phase 2 Subdivision, which subdivision is shown on a plat prepared by THE ACRE GROUP, INC, Georgia Registered Surveyor Number 3209, and

WHEREAS, Clark Farms Investment, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Clark Farms Phase 2 Subdivision for recording purposes, and

WHEREAS, Clark Farms Investment, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Clark Farms Phase 2 Subdivision for public maintenance (not applicable to private developments);

Clark Farms Investment, LLC (principal) and

Arch Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Clark Farms Investment, LLC (principal) agrees that all construction of the street system of Clark Farms Phase 2

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.

Clark Farms Investment, LLC (principal), and

Arch Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in Clark Farms Phase 2 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,

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

Terms of Guaranty:

Clark Farms Investment, LLC (principal) and

Arch Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Arch Insurance Company (surety) from Hall County authorizing release of

Clark Farms Investment, LLC (principal) and

Arch Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on October 8, 2026 (Date) and expires on October 8, 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 8th day of October, 2026.

- Clark Farms Investment, LLC
  PRINCIPAL

  By: _____
  (Corporate Officer or other authorized representative)

  Principal's Address:
  655 Engineering Drive, Suite 208
  Peachtree Corners, GA 30092

- Arch Insurance Company
  SURETY

  By: _____
  (Authorized Representative) Charles J. Nielson, Attorney-in-Fact

  Surety's Address:
  Harborside 3, 210 Hudson Street, Suite 600
  Jersey City, NJ 07311

- 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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL, Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH), John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **15th day of July, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 15, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8th **day of** October **, 20** 26 .

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Final Plat Information

Consider Acceptance of $2,373,711.27 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Clark Farms Phase 2 Subdivision

Subject Subdivision is located off Loma View

NAME OF SUBDIVISION:	Clark Farms Phase 2
NAME OF OWNER/DEVELOPER:	Clark Farms Investment, LLC.
ADDRESS:	655 Engineering Drive, Suite 208 Peachtree Corners, GA 30092
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	October 8, 2026
AMOUNT OF BOND:	$2,373,711.27
FINANCIAL INSTITUTION: AND ADDRESS:	Arch Insurance Company Harborside 3, 210 Hudson Street, Suite 600 Jersey City, NJ 07311
Account No.:	SU1217578

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Loma View	50	3553.22	20	P.M.	----
1	Millbrae Walk	50	1841.15	20	P.M.	----
1	Stark Garden	50	750	20	P.M.	----
1	Brisbane Alley	50	150	20	P.M.	----

NOTES:

NUMBER OF LOTS:	180
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	73.35 AC

AGENDA ITEM

Proclamation/s

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 711/2026

SUBJECT: Approve the proclamation recognizing Edward Wayne Pittman's retirement after 24 years of service to Hall County, GA.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JR

Recommendation:
Approve.

Purpose of Request:
Approve the proclamation recognizing Edward Wayne Pittman's retirement after 24 years of service to Hall County, GA.

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Public Information	Administration	Clerk
JR	NLD	CR	JR

Attachments:

Hall County, Georgia

Board of Commissioners

WHEREAS, *Edward Wayne Pittman began his public service career with Hall County on August 12, 2002; and*

WHEREAS, *during his employment with Hall County, Mr. Pittman has served in many capacities, such as Jailer and Deputy Sheriff; and*

WHEREAS, *Lieutenant David Sullivan stated, "Deputy Pittman was one of those people you could always count on. Whenever we were short-staffed, he was the first to offer to work overtime and fill the gap. He had many assignments over the years. Early on, he supervised inmate labor on several construction projects, which saved the taxpayers money. For the last four years, he worked "C" Watch (night shift) in the Work Release program. He knew that program inside and out, and he was a big help in training the new employees who came to Work Release."; and*

WHEREAS, *Mr. Pittman retired on September 30, 2026, and plans on relocating to the Gulf Coast to enjoy his retirement; and*

WHEREAS, *the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Mr. Pittman; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby pay tribute to*

Edward Wayne Pittman

and recognizes him for his many accomplishments, contributions, and 24 years of dedicated service to Hall County and its citizens, and extends to him their most sincere wishes for continued success in his future endeavors.

Adopted this 12th day of November 2026.

DAVID GIBBS CHAIRMAN	KATHY COOPER DISTRICT 1	BILLY POWELL DISTRICT 2
GREGG POOLE DISTRICT 3	JEFFREY STOWE DISTRICT 4	JENNIFER RIVERA COMMISSION CLERK

AGENDA ITEM

Proclamation/s

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 702/2026

SUBJECT: Approve the proclamations recognizing Amberleigh and Claire for their hard work and dedication in creating the "My Little Community Pantry".

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JR

Recommendation:
Approve.

Purpose of Request:
Approve the proclamations recognizing Amberleigh and Claire for their hard work and dedication in creating the "My Little Community Pantry".

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Public Information	Administration	Clerk
JR	NLD	CR	JR

Attachments:

Proclamation - Amberleigh
Proclamation - Claire

Hall County, Georgia

Board of Commissioners

WHEREAS, ***Amberleigh has been a member of Girl Scout Troop 10849 since 2022; and***

WHEREAS, ***the Girl Scouts' mission is to build girls of courage, confidence and character, who make the world a better place by acting with integrity, helping others and living by ethical standards; and***

WHEREAS, ***Amberleigh completed her Bronze Award as a Junior Girl Scout by placing birdhouses at Laurel Park in Hall County; and***

WHEREAS, ***Amberleigh completed her Silver Award project as a Girl Scout Cadette by planning, building and stocking a community pantry; and***

WHEREAS, ***Amberleigh's dedication to the project and partnership with Hall County Parks and Leisure team brought a valuable addition to the East Hall Community Center on September 20, 2026; and***

NOW THEREFORE, BE IT RESOLVED ***that the Hall County Board of Commissioners does hereby recognize***

Amberleigh

for her time, dedication and commitment to help the Hall County community in a sustainable way by building, stocking and delivering the "My Little Community Pantry" to the East Hall Community Center, helping sustain community members in need and encouraging all citizens to give what they can, when they can, as Amberleigh has done.

Adopted this 12th day of November 2026.

DAVID GIBBS CHAIRMAN	KATHY COOPER DISTRICT 1	BILLY POWELL DISTRICT 2
GREGG POOLE DISTRICT 3	JEFFREY STOWE DISTRICT 4	JENNIFER RIVERA COMMISSION CLERK

Hall County, Georgia

Board of Commissioners

WHEREAS, *Claire has been a member of Girl Scout Troop 10849 since 2022; and*

WHEREAS, *the Girl Scouts' mission is to build girls of courage, confidence and character, who make the world a better place by acting with integrity, helping others and living by ethical standards; and*

WHEREAS, *Claire completed her Bronze Award as a Junior Girl Scout by placing birdhouses at Laurel Park in Hall County; and*

WHEREAS, *Claire completed her Silver Award project as a Girl Scout Cadette by planning, building and stocking a community pantry; and*

WHEREAS, *Claire's dedication to the project and partnership with Hall County Parks and Leisure team brought a valuable addition to the East Hall Community Center on September 20, 2026; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby recognize*

Claire

for her time, dedication and commitment to help the Hall County community in a sustainable way by building, stocking and delivering the "My Little Community Pantry" to the East Hall Community Center, helping sustain community members in need and encouraging all citizens to give what they can, when they can, as Claire has done.

Adopted this 12th day of November 2026.

DAVID GIBBS CHAIRMAN	KATHY COOPER DISTRICT 1	BILLY POWELL DISTRICT 2
GREGG POOLE DISTRICT 3	JEFFREY STOWE DISTRICT 4	JENNIFER RIVERA COMMISSION CLERK

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Proclamation/s

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 712/2026

SUBJECT: Approve the proclamation recognizing November 2026 as National Native American Heritage Month.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JR

Recommendation:
Approval.

Purpose of Request:
Approve the proclamation recognizing November 2026 as National Native American Heritage Month.

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Public Information	Administration	Clerk
JR	NLD	CR	JR

Attachments:

Hall County, Georgia

Board of Commissioners

WHEREAS, ***the history and culture of our great nation have been significantly influenced by Native Americans and indigenous peoples; and***

WHEREAS, ***the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today, and***

WHEREAS, ***their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and***

WHEREAS, ***Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George H. W. Bush in August 1990, designating the month of November as "National American Indian Heritage Month"; and***

WHEREAS, ***in honor of National Native American Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned; and***

NOW THEREFORE, BE IT RESOLVED ***that the Hall County Board of Commissioners does hereby proclaim November 2026 to be***

NATIVE AMERICAN HERITAGE MONTH

Adopted this 12th day of November 2026.

DAVID GIBBS CHAIRMAN	KATHY COOPER DISTRICT 1	BILLY POWELL DISTRICT 2
GREGG POOLE DISTRICT 3	JEFFREY STOWE DISTRICT 4	JENNIFER RIVERA COMMISSION CLERK

AGENDA ITEM

Proclamation/s

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 792/2026

SUBJECT: Approve the Proclamation recognizing November 1, 2026 as National Family Literacy Day.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JR

Recommendation:
Approve.

Purpose of Request:
Approve the Proclamation recognizing November 1, 2026 as National Family Literacy Day.

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Public Information	Administration	Clerk
JR	NLD	CR	JR

Attachments:

Hall County, Georgia

Board of Commissioners

WHEREAS, ***National Family Literacy Day, established by the 103rd Congress in 1994, and now marking its 32nd anniversary on November 1, 2026, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and***

WHEREAS, ***this day is celebrated across America each year and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and***

WHEREAS, ***literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops, and family activities at schools, libraries, and community centers to encourage literacy; and***

WHEREAS, ***the National Society of the Daughters of the American Revolution is a nonprofit, nonpolitical volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and***

WHEREAS, ***education is one of the cornerstones of the National Society of the Daughters of the American Revolution, Colonel William Candler Chapter, which is committed to increasing literacy by promoting and supporting literacy programs.***

NOW THEREFORE, BE IT RESOLVED ***that the Hall County Board of Commissioners does hereby proclaim November 1, 2026, to be***

NATIONAL FAMILY LITERACY DAY

Adopted this 12th day of November 2026.

DAVID GIBBS CHAIRMAN	KATHY COOPER DISTRICT 1	BILLY POWELL DISTRICT 2
GREGG POOLE DISTRICT 3	JEFFREY STOWE DISTRICT 4	JENNIFER RIVERA COMMISSION CLERK

AGENDA ITEM

Invocation

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 723/2025

SUBJECT: Commissioner Gregg Poole

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: n

Recommendation:
n/a

Purpose of Request:

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Clerk
AD	JR

Attachments:

AGENDA ITEM

Pledge

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 749/2025

SUBJECT: Commissioner Jeff Stowe

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: n

Recommendation:
n/a

Purpose of Request:

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Clerk
AD	JR

Attachments:

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 756/2026

SUBJECT: **4510 Browns Bridge Road | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request with the following conditions , as the proposed zoning is consistent with the "Business Nodes & Corridors" future land use classification within the Comprehensive Plan:

1. The property shall be developed in accordance with the site plan dated June 30, 2026, and as described in the project narrative dated August 21, 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:

4510 Browns Bridge Road | Rezone | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, 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
LT	LT	JL	CR
Clerk			
JR			

Attachments:
Staff Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Trip Generation Memo
Water Availability Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
Building Inspections Comment
Notice Sign
Updated Notice Sign (Rec'd 10/26/2026)
Opposition Petition (rec'd 10/21/2026)
Opposition Petition (rec'd 11/12/2026)
Public Comment - from Amelia Wolfer
Public Comment - from Angie Stephens
Public Comment - from Angie Stephens 2

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Maja (Maya) Radovic Permits 1, Inc

Request ..... (A) **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B)
(B) **Special Use** | to allow vehicle sales in GCOD
(C) **Variance to Section 6.2** | to GCOD standards

Proposed Use ..... (A) Uses permitted in H-B
(B) & (C) Vehicle sales

Size ..... 1.384± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1)
Proposed: Highway Business (H-B)

Location ..... **4510 Browns Bridge Road |** Tax Parcel 08057 002002

Commission District ..... Two

County Commission Date ..... October 22, 2026

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed zoning is consistent with the "Business Nodes & Corridors" future land use classification within the Comprehensive Plan.
(B) Approval, with conditions, as the proposed use meets the standards of the UDC.
(C) Denial, as a hardship does not exist pursuant to the criteria of 11.1.1.D.11.

Record Number..... (A) HZON26-0032
(B) HZCU26-0035
(C) HVAR26-0042

(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 dated June 30, 2026, and as described in the project narrative dated August 21, 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.

(C) Staff recommends DENIAL as no hardship exists pursuant to Section 11.1.1.D.11.

Summary Analysis

The applicant has submitted three concurrent requests:

(A) Rezone a 1.384± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B) to allow uses permitted in the H-B zoning district, specifically vehicle sales.

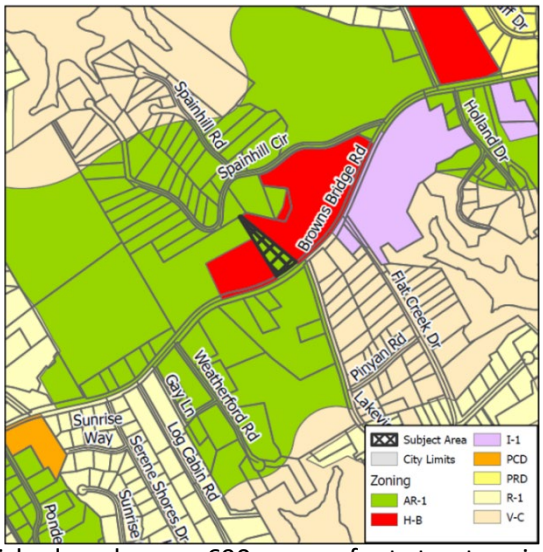
(B) Special Use to allow vehicles sales within the Gateway Corridor Overlay District (GCOD).

(C) Variance to Section 6.2, Gateway Corridor Overlay District (GCOD), specifically Section 6.2.5.B.2.a & b. which states, "a. The landscape strip must be planted with shade trees at least six feet tall and two inches caliper, DBH at time of planting, with a height of at least 35 feet tall at maturity. b. Trees must be planted no less than 40 feet on center."

According to the Tax Assessor records, the property is developed with a 1,177 square foot, single family residence built in 1959. Furthermore, historical images identify the building closest to the road as a former grocery store and gas station, which Building Inspections identifies as a "Storage Building" established in January 2008 per their submitted comments.

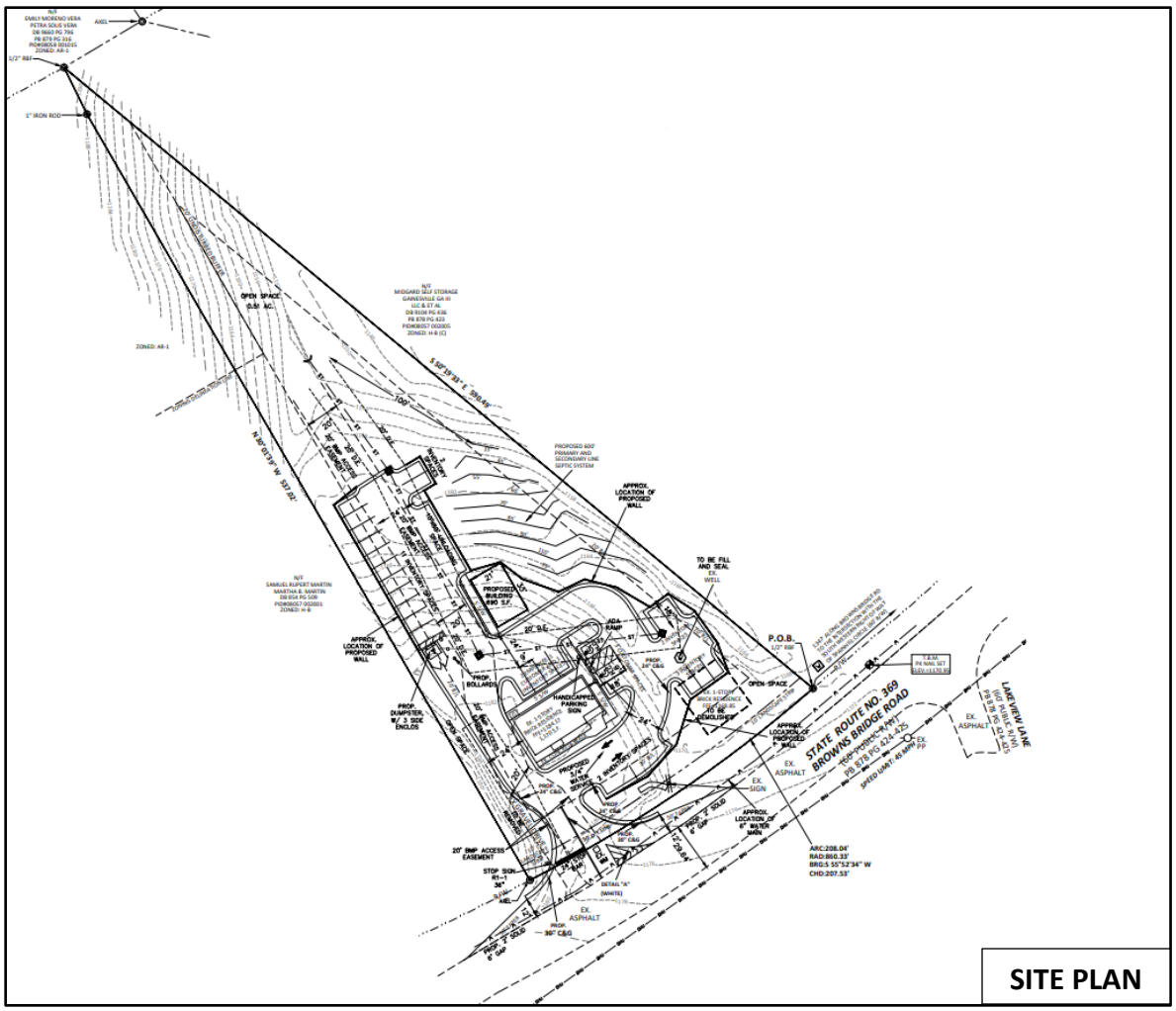
The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1): single-family residence; Highway Business (H-B): self-storage facility
East: Highway Business (H-B): self-storage facility
South: Agricultural Residential 1 (AR-1): single-family residences
West: Highway Business (H-B): cell tower & former auto repair shop



Per the submitted narrative and site plan, the applicant proposes to redevelop the property to allow vehicles sales. The existing residence would be converted for office use. The building at the front of the property will be demolished, and a new 690 square-foot structure is proposed behind the existing residence. One access drive is proposed along with four (4) customer parking spaces, two (2) employee parking spaces, and 22 inventory parking spaces. A 20-foot undisturbed buffer is proposed where the property abuts residentially zoned property, however, 25 feet is required and can be accommodated.

No changes are proposed to the existing façade materials or color of the existing residence/proposed office building, which will remain brick. A 10-foot-wide landscape strip will be provided along Browns Bridge Road, however, a variance is being requested from tree planting requirements. According to UDC Section 6.2.5.B Additional Landscape and Screening Standards, the landscape strip must be planted with shade trees planted no less than 40 feet on center.



Per the Statement of Hardship, the applicant states that due to the nature of the proposed vehicle sales business, this requirement cannot be met. The property owner is requesting consideration of an alternative landscape treatment consisting of shrubs in lieu of the required trees.

Water service will be provided by the City of Gainesville as confirmed in a letter from Nick Swafford, Permitting Services & GIS Manager, dated September 9, 2026, and sanitary sewer services will be provided by on-site septic.



Street View



2013 imagery of former grocery & gas

One (1) variance related to GCOD standards will be required if the site plan as presented is approved.

- **Sections 6.2.5.B.2.a and b** state "(a) The landscape strip must be planted with shade trees at least six feet tall and two inches caliper, DBH at time of planting, with a height of at least 35 feet tall at maturity. (b) Trees must be planted no less than 40 feet on center."
  - The applicant proposes shrubs in-lieu of the six (6) trees required along the 208-foot frontage.

GCOD Analysis

Standard	Proposed	Notes	Compliance
6.2.5.A.2.a – Transitional buffers	20-foot undisturbed buffer along the western boundary where the property abuts residential zoning.	Where a commercial zoning district abuts property zoned for residential or agricultural use, the transitional buffer width must be at least 25 feet.	Deficient
6.2.5.B.2.a – Frontage landscape	10-foot-wide landscape strip along street frontages.	Along each street frontage there must be a landscape	Complies

		strip at least 10 feet in width.	
6.2.5.B.3.a & b - Additional Landscape and Screening Standards	Shrubs in-lieu of trees	Shade trees planted 40 feet on center required.	Deficient
6.2.5.C.2.e – Parking Lot Design – Off-street parking	Paved parking and circulation	All parking areas must be paved with asphalt, concrete or pervious materials approved by the Director.	Complies
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 the requested rezoning is consistent with the Hall County Comprehensive Plan and the future land use designation of "Business Nodes & Corridors" within the Gainesville character area." The intent of this future 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. Site designs should use Quality Development Principals, particularly natural resource protections and high-quality landscape installations, to the fullest extent possible.

(A) & (B) Zoning Analysis – Rezone and Special Use

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

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **While the properties to the north, west, and south are zoned Agricultural Residential 1 (AR-1) and developed with single family residences, the existence of commercially zoned properties to the east and west along with the Comprehensive Plan's designation of this area as Business Nodes & Corridors, supports the rezoning and 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 from 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 Business Nodes & Corridors future land use designation in the Comprehensive Plan. The intent of this future 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. Site designs should use Quality Development Principals, particularly natural resource protections and high-quality landscape installations, to the fullest extent possible.**

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 parcel is currently developed with a 1,177 square foot single family residence built in 1959 and a former grocery store and gas station.**

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**

Business Nodes & Corridors future land use designation in the Gainesville 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 east and west.

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 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.**

(C) <u>Zoning Analysis</u> – Variance to Section 6.2, Gateway Corridor Overlay District (GCOD)

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **There are no extraordinary or exceptional conditions related to the parcel's size, shape, or topography that would justify omitting the six (6) required trees within the 10-foot landscape strip. The site appears fully capable of being developed in compliance with GCOD landscape standards without the need for a variance.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **The application of the UDC requirements does not create an unusual hardship for this property. An alternative tree-planting design could provide for sales lot visibility while still aligning with GCOD tree planting requirements. The proposed hardship**

stems from the applicant's preference not to block visibility of the sales lot, rather than stemming from physical characteristics of the lot.

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **The conditions are common to other properties. While the GCOD requires tree planting within the frontage landscape strip every 40 feet, it provides flexibility in the placement and configuration of those trees.**

4. Such conditions are not the result of any actions of the property owner**; The site layout as proposed appears to reflect preferred design choices rather than unavoidable physical constraints.**

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 impair the purpose and intent of the GCOD, which seeks to improve corridor appearance and promote consistent, high quality development patterns. Allowing elimination of trees would be inconsistent with these objectives and may create precedent contrary to GCOD standards.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated September 17, 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

Georgia Department of Transportation
In an email dated September 21, 2026, Christopher Hash, P.E. D1 Traffic Operations Supervisor, stated, "On-System, coordination required for consideration of commercial driveway access."

Hall County Public Works and Utilities
In a memorandum dated September 23, 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:
An approved G-DOT commercial driveway permit must be provided before Hall County traffic will sign off on LDP approval.

Utilities:
This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

Hall County Fire Marshal
In a memorandum dated September 18, 2026, the Hall County Fire Marshal's Office stated, "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."

Hall County Business License
In a memorandum dated September 22, 2026, Brandi Smith, Business License Director, stated, "If the above items are approved, applicant must apply for a Hall County Business License before any business is conducted onsite."

Hall County Building Inspections
In a memorandum dated September 21, 2026, Barry Shaw, Interim Director of Development Services, provided the following comment:

- Current storage building does not appear to have been permitted but is showing as established on the property in January 2008. The existing building would need to be demolished. As age of building is indeterminable, asbestos documents may need to be obtained prior to demolition. Conversion of existing residential structure would require permitting for structure and all trades. Permits were obtained (RES2018-01907) for repair of roof of storage building due to damage by awning. Partial front wall repair due to water damage and relocation of door and window for the front of the building only. The storage building was also permitted for installation of a metal roof. There were no inspections and asbestos documents were not obtained at the time of permitting. The new proposed building would need to be permitted with Building Inspection before proceeding with new construction. The existing residential structure dated 1959 and would need to obtain permits before conversion of building into a business office. The age of the home dictates that asbestos documents must be required as part of the permitting process. All contractors must be state licensed, as the intent of the renovation would be for commercial purposes.

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)

Maja (Maya) Radovic Radovic Permits 1, Inc.
3021 Farmstead Court
Grayson GA 30017
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

Awny S. Gobran
3923 Roxberry Hill Ln
Buford GA 30518
Phone [redacted]
Email [redacted]

Contact Person (Name & Mailing Address)

Same as applicant

Phone

Email

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☒ Other: Representative

Requested Action

Current Zoning: AR-1
Rezone to: H-B

Property Information

Location Address(es): 4510 Browns Bridge Rd Gainesville GA 30504
Tax Parcel Number(s): 08057 002002 Acreage: 1.285
Existing Use(s): Residential
Proposed Use(s): Commercial Car Dealership

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: MAJA RADOVIC
Applicant Signature: [signature] Date: 8/20/26

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 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL/CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Maja (Maya) Radovic Radovic Permits 1, Inc.
3021 Farmstead Court
Grayson GA 30017
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

Awny S. Gorban
3923 Roxberry Hill Ln
Buford GA 30518
Phone [redacted]
Email [redacted]

Contact Person (Name & Mailing Address)

Same as applicant

Phone
Email

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☒ Other: Representative

Requested Action

- ☑ Special Use
- ☐ Conditional Use

Property Information

Location Address(es): 4510 Browns Bridge Rd Gainesville GA 30504
Tax Parcel Number(s): 08057 002002
Acreage: 1.285
Existing Use(s): Residential
Zoning: AR-1
Proposed Use(s): Commercial Car Dealership

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: MAJA RADOVIC
Applicant Signature: Maja Radovic
Date: 8/20/26

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 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name & Mailing Address)

Maja (Maya) Radovic Radovic Permits 1, Inc.
3021 Farmstead Court
Grayson GA 30017
Phone [redacted]
Email [redacted]

Property Owner (Name & Mailing Address)

Awny S. Gobran
3923 Roxberry Hill Ln
Buford GA 30518
Phone [redacted]
Email [redacted]

Contact Person (Name & Mailing Address)

Same as applicant

Phone

Email

Status of Applicant

☐ Owner ☐ Area Resident
☐ Option to Purchase ☒ Other: Representative

Property Information

Location Address(es): 4510 Browns Bridge Rd Gainsville GA 30504
Tax Parcel Number(s): 08057 002002 Acreage: 1.285
Existing Use(s): Residential Zoning: AR-1

Type of Variance

☐ Setback	☐ Front Yard	From ____ft.	To ____ ft.
☐ Road Frontage	☐ Right Side Yard	From ____ft.	To ____ ft.
☐ Sign	☐ Left Side Yard	From ____ft.	To ____ ft.
☐ GCOD	☐ Rear Yard	From ____ft.	To ____ ft.
☒ Other Parking Lot Landscape	☐ 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: ~~MAJA~~ RADOVIC
Applicant Signature: [signature] Date: 8/20/26

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 I Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

PROPERTY OWNER AUTHORIZATION

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

Name of Property Owner as shown on deed: Gorban Awny

Name of Authorized Agent (if owner is a company): N/A

Address: 2923 Roxberry Hill Ln
Buford GA 30518

Phone: 678 755 2425

Email: [redacted]

Name of Applicant: Maja Radovic Radovic Permits 1, Inc.

Name of Authorized Agent (if applicant is a company): Maja Radovic

Address: 3021 Farmstead Court
Grayson GA 30017

Phone: 4047174795

Email: [redacted]

Application Address & Description: 4510 Browns Bridge Rd Rezoning Application

☐ I have attached proof of Authorized Agent (if applicable)

I hereby 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, special/conditional use or variance of this property.

Owner Signature

Awny S Gobran
Owner Printed Name

Personally appeared before me on Aug. 14, 2026 **DATE** Awny S. ~~Gorban~~ Gobran Jm **who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.**

JULIE A MASON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 24, 2028

Julie A Mason
Notary Printed Name Julie A Mason

Julie A Mason
Notary Public Signature

8-14-26
Date

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

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: MAJA RADOVIC / AWNY S. GOBRAN

Applicant's/Owner's Signature: _____ Date: 8/21/26

Hall County
Planning and Zoning Department
2875 Browns Bridge Rd
Gainesville GA 30503

20th August 2026

Re: Request for rezoning property located at 4510 Browns Bridge Rd, Gainesville, GA 30504 into H-B (Highway Business) zoning clasification

- Parcel: APN 08057 002002
- Lot Size: 1.285 acres (approximately 60,286 square feet)
- Current Zoning: AR-1 (Agricultural-Residential),
- Frontage: Located directly on Browns Bridge Road (GA Highway 369), a heavily traveled corridor.
- Primary Residence: Brick ranch home, 1170 SF
- Additional building/Storage Brick 690 SF
- One story
- Block foundation
- Utilities: Public water City of Gainesville
- Septic system

The developer is proposing a new car dealership by converting the existing **1,170-square-foot residential building** into a business office. The existing **690-square-foot building** will be demolished and reconstructed at the rear of the property to comply with the required setbacks.

The site will provide **four customer parking spaces, two employee parking spaces, and 22 inventory parking spaces**. No changes are proposed to the existing façade materials or color, which will remain brick.

A **10-foot-wide landscaped strip** will be provided along Browns Bridge Road. The property will continue to be served by an **on-site septic system**.

The applicant is willing to work closely with the Planning and Zoning Department to ensure compliance with applicable regulations and requirements.

Please feel free to contact the developer's representative, Maya Radovic, with any questions or if additional information is needed at [redacted] or [redacted]

Sincerely,

Maya Radovic

Hall County
Planning and Zoning Department
2875 Browns Bridge Rd
Gainesville GA 30503

20th August 2026

Re: Request for permitted use on property located at 4510 Browns Bridge Rd, Gainesville, GA 30504

- Parcel: APN 08057 002002
- Lot Size: 1.285 acres (approximately 60,286 square feet)
- Current Zoning: AR-1 (Agricultural-Residential)
- Proposed Zoning: H-B (Highway Business
- Frontage: Located directly on Browns Bridge Road (GA Highway 369), a heavily traveled corridor.
- Primary Residence: Brick ranch home, 1170 SF
- Additional building/Storage Brick 690 SF
- One story
- Block foundation
- Utilities: Public water City of Gainesville
- Septic system

The developer is proposing a new car dealership by converting the existing **1,170-square-foot residential building** into a business office. The existing **690-square-foot building** will be demolished and reconstructed at the rear of the property to comply with the required setbacks.

The site will provide **four customer parking spaces, two employee parking spaces, and 22 inventory parking spaces**. No changes are proposed to the existing façade materials or color, which will remain brick.

A **10-foot-wide landscaped strip** will be provided along Browns Bridge Road. The property will continue to be served by an **on-site septic system**.

The applicant is willing to work closely with the Planning and Zoning Department to ensure compliance with applicable regulations and requirements.

Please feel free to contact the developer's representative, Maya Radovic, with any questions or if additional information is needed at [redacted] or [redacted]

Sincerely,

Maya Radovic

Hall County **10th September 2026**

Planning and Zoning Department

2875 Browns Bridge Rd

Gainesville GA 30503

Re: Request for landscape strip tree requirement variance on property located at 4510 Browns Bridge Rd, Gainesville, GA 30504

Parcel: APN 08057 002002

Lot Size: 1.285 acres (approximately 60,286 square feet)

Current Zoning: AR-1 (Agricultural-Residential)

Proposed Zoning: H-B (Highway Business

Frontage: Located directly on Browns Bridge Road (GA Highway 369), a heavily traveled corridor.

Primary Residence: Brick ranch home, 1170 SF

Additional building/Storage Brick 690 SF

One story

Block foundation

Utilities: Public water City of Gainesville

Septic system

The developer is proposing a new car dealership by converting the existing **1,170-square-foot residential building into** a business office. The existing **690-square-foot building** will be demolished and reconstructed at the rear of the property to comply with the required setbacks.

The site will provide **four customer parking spaces, two employee parking spaces, and 22 inventory parking spaces.** No changes are proposed to the existing façade materials or color, which will remain brick.

A **10-foot-wide landscaped strip** will be provided along Browns Bridge Roa. According to Hall County Code of Ordinance Section 8.1.3.B.3.Parking Lot Landscaping One tree must be provided within the frontage landscape strip for every 40 feet of length of street frontage, or portion thereof. Due to the nature of the proposed business, this requirement cannot be met as stated. According to the County Ordinance, **five trees**

are required to be planted. The property owner is requesting consideration of an alternative landscape treatment consisting of shrubs in lieu of the required trees.

The property will continue to be served by an **on-site septic system**.

Please feel free to contact the developer's representative, Maya Radovic, with any questions or if additional information is needed at [redacted] **or** [redacted]

Sincerely,

Maya Radovic

SITE SUMMARY:	
TOTAL SITE AREA:	1.384 A.C., 60,286 S.F.
EXISTING ZONING:	AR-1
PROPOSED ZONING:	H-B
WETLAND AREA	0.00 A.C.
FLOOD PLAIN AREA	0.00 A.C.
MIN. LOT AREA:	15,000 S.F.
MIN. LOT FRONTAGE:	100 FEET
MAXIMUM BUILDING HEIGHT:	50 FEET
MAXIMUM SITE COVERAGE:	80%
PROPOSED LOT COVERAGE:	21,802 S.F., 0.50 AC. (36.2%)
MINIMUM REQUIRED OPEN SPACE:	20% OF THE GROSS LOT AREA
PROPOSED OPEN SPACE:	0.51 AC. (36.8%)
SETBACKS:	
FRONT YARD = 30 FEET	
SIDE YARD = 20 FEET	
REAR YARD = 10 FEET	
EXISTING BUILDING: 1,247 S.F.	
PROPOSED BUILDING: 690 S.F.	
REQUIRED PARKING:	
1 SPACE PER 500 S.F. = (1,170+690) / 500 = 4 SPACES	
TOTAL REQUIRED PARKING: 4 SPACES	
PROVIDED PARKING: 4 SPACES FOR CUSTOMERS	
PROVIDED PARKING: 2 SPACES FOR EMPLOYEE	
PROVIDED PARKING: 21 SPACES FOR INVENTORY	

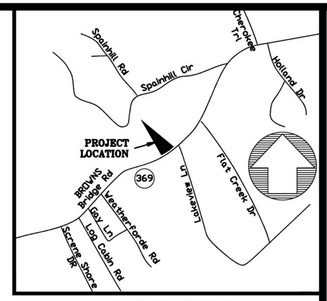
OWNER/DEVELOPER
BENJAMIN WOOD
8185 WALLACE WOOD ROAD
GAINESVILLE, GA 30506
Phone: (678) 755-2452
CONTACT: AWNY GOBRAN
Email: awnydaoud2000@yahoo.com

ENGINEER
EL MINA, INC.
3311 NORTH BERKELEY LAKE ROAD
SUITE 200
DULUTH, GEORGIA 30096
(404) 597-6745
CONTACT: GEORGE AWUKU
Email: elminaengineer@gmail.com

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY PERFORM BY GRANT SHEPHERD & ASSOCIATES INC., DATED JUNE 19, 2026

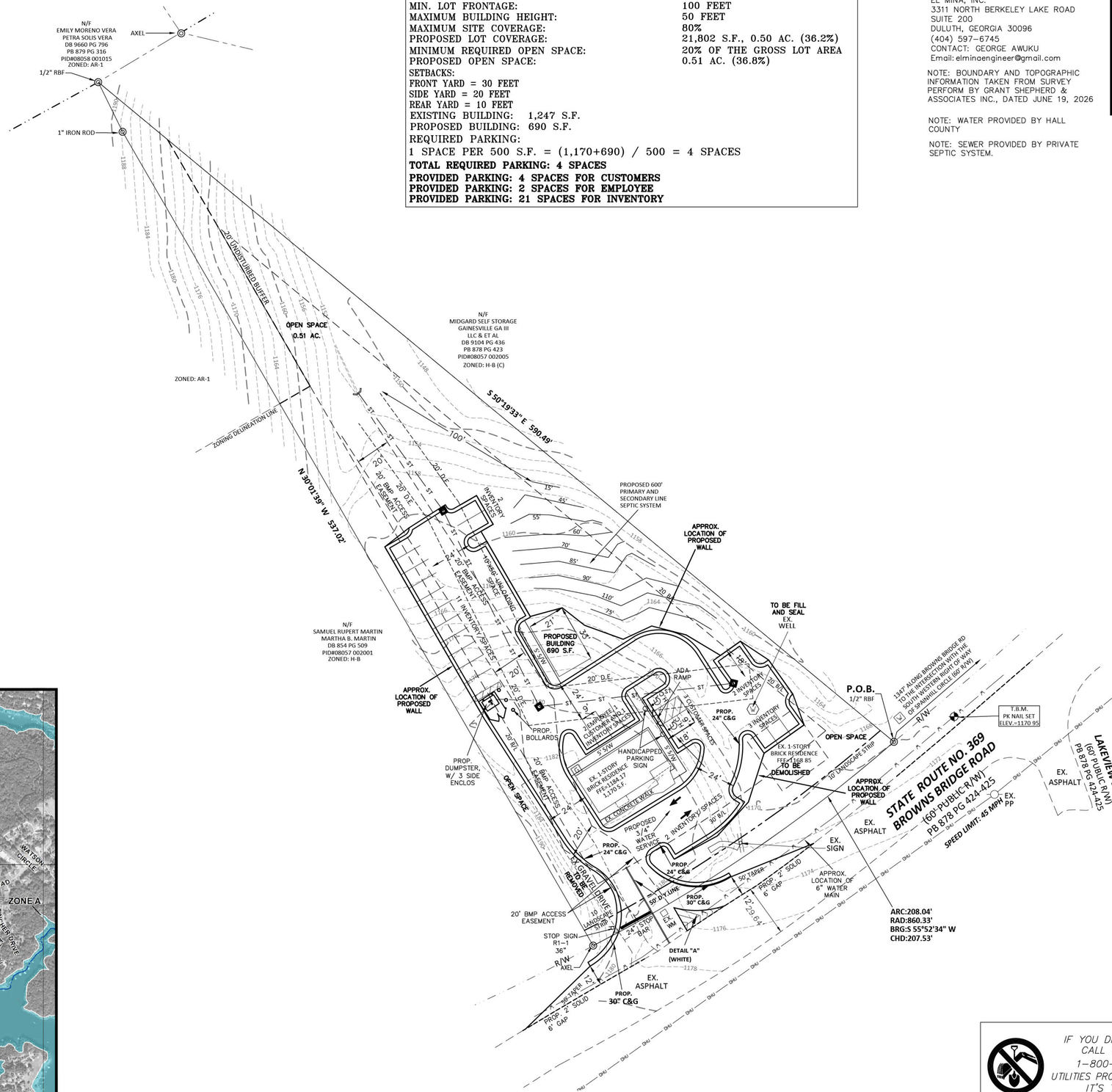
NOTE: WATER PROVIDED BY HALL COUNTY

NOTE: SEWER PROVIDED BY PRIVATE SEPTIC SYSTEM.



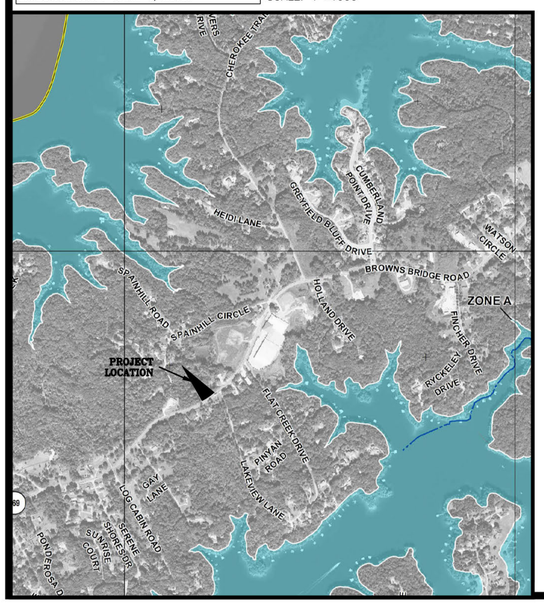
LOCATION MAP
SCALE: 1"=1000'

PROPERTY ADDRESS:
4510 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504
PARCEL# 08057 002002



FLOOD STATEMENT
THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF THE HALL COUNTY COMMUNITY PANEL NO. 13139C0170G EFFECTIVE DATE: APRIL 4, 2018.

0 1000
SCALE: 1"=1000'



IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
UTILITIES PROTECTION CENTER
IT'S THE LAW

24 HOUR CONTACT:
AWNY GOBRAN
Phone: (678) 755-2452

0 30 60

EL MINA, INC.
3311 BERKELEY LAKE ROAD, SUITE 200
DULUTH, GA 30096

4510 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504
HALL COUNTY, GEORGIA
PARCEL NUMBER: 08057 002002
LAND LOT 73&74 OF THE 6TH LAND DISTRICT, TROUP COUNTY

CONCEPT PLAN

SHEET TITLE

NO	DATE	DESCRIPTION
R1	7/29/26	REVISED SITE PLAN

6/30/26
DATE

JOB NUMBER

C-1

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

N

BASIS OF HORIZONTAL DATUM GEORGIA STATE PLANE – WEST ZONE (NAD83)

Map or Plat Closure Statement & Notes

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 232,408 FEET.
2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2" REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
4. THE BEARING BASIS OF THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANE, WEST ZONE NAD83.
5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A VERTICAL DATUM OF (NAVD88, FROM GPS OBSERVATIONS AND/OR GPS ESTABLISHED BENCHMARK). VERTICAL RELIEF SHOWN HEREIN BY (2-FOOT CONTOUR INTERVAL).
6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
7. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Field Observation Notes

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "BOUNDARY, TOPOGRAPHIC & TREE SURVEY" AND WAS COMPLETED ON "06-11-26" UTILIZING A TOPCON GT-503 ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMETIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.
3. THE COMMON LINES OF OWNERSHIP ARE ONE IN THE SAME NO GAPS, GORES, OR OVERLAPS EXIST BETWEEN ADJOINING PROPERTIES.
4. AT THE TIME OF THE SURVEY NO VISIBLE OR DISCLOSED EVIDENCE OF CEMETERIES, GRAVE SITES AND BURIAL GROUNDS WERE OBSERVED ON SUBJECT PROPERTY.
5. AT THE TIME OF THE SURVEY NO VISIBLE OR DISCLOSED EVIDENCE OF CREEKS AND/OR WETLANDS WERE OBSERVED ON SUBJECT PROPERTY.

Map or Plat Certification

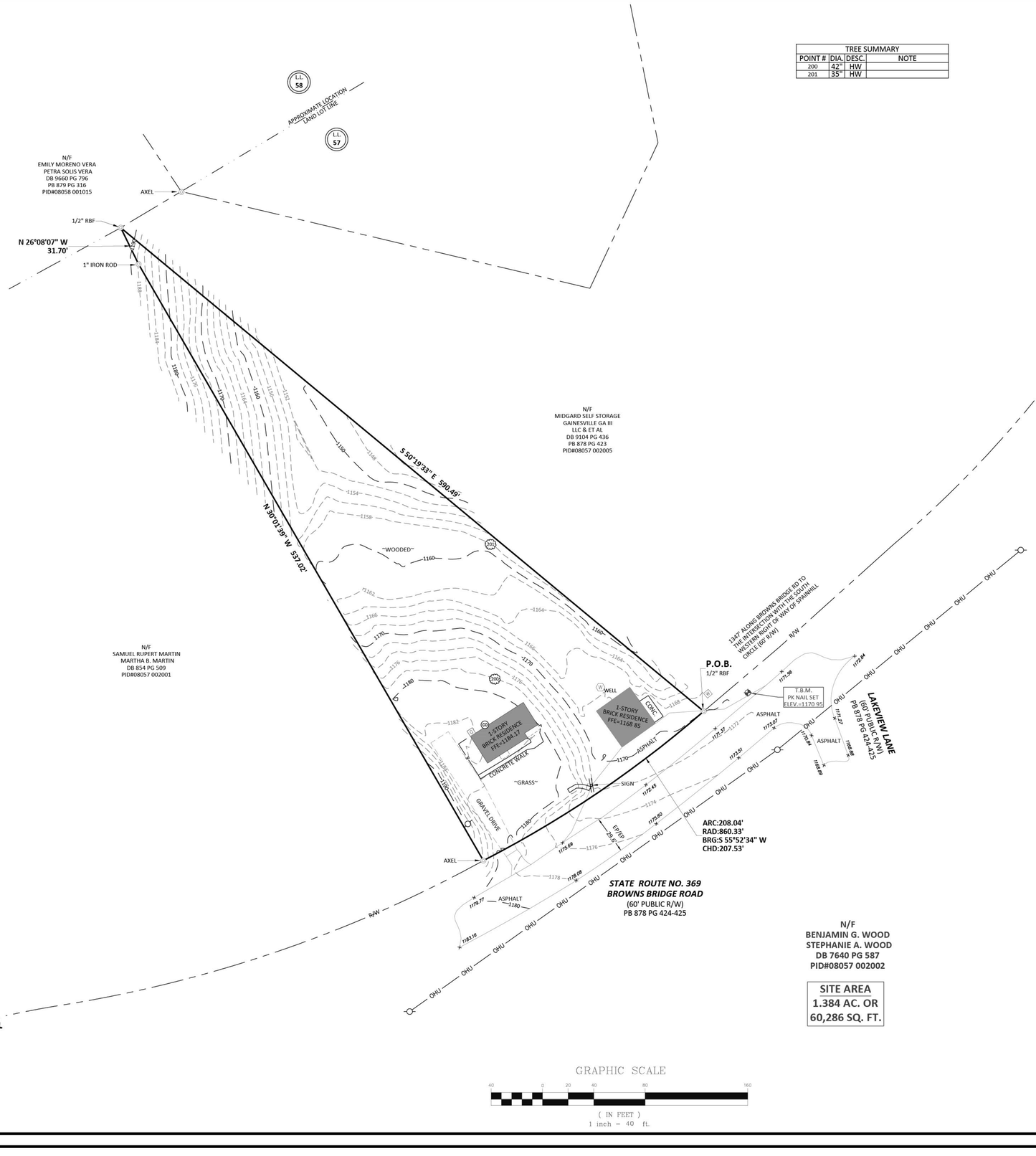
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION 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 surveyor certifies that :
IN MY OPINION, THIS DRAWING WAS PREPARED IN CONFORMITY 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. 15-6-67.

PRESENTED BEFORE ME THIS 19TH DAY OF JUNE IN THE YEAR OF 2026 .

MICHAEL R. SHEPHERD, GA RLS No. 3349

GEORGIA REGISTERED No. 3349 LAND SURVEYOR MICHAEL R. SHEPHERD



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

TREE SUMMARY			
POINT #	DIA.	DESC.	NOTE
200	42"	HW	
201	35"	HW	

Legend

IRON PIN FOUND	POWERPOLE	SEWER MANHOLE	
IRON PIN SET	GUY WIRE	CLEANOUT	
CONC. R/W MARKER	LIGHT POLE	STORM DRAIN MANHOLE	
INTERSECTION POINT	ELEC. TRANSFORMER	CURB INLET	
TEMPORARY BENCH MARK	ELEC. MANHOLE	DROP INLET	
P.O.C. POINT OF COMMENCEMENT	ELECTRIC BOX	MONITORING WELL	
P.O.B. POINT OF BEGINNING	WATER MANHOLE	HANDICAPPED PARKING SPACE	
IPS IRON PIN SET	WATER VALVE	SIGN	
RBF REBAR FOUND	WATER METER	BOLLARD	
CMF CONC. MONUMENT FOUND	FIRE HYDRANT	EXCEPTIONS	
CTP CRIMP TOP PIPE	BACK FLOW PREVENTOR	TREE	
OTP OPEN TOP PIPE	GAS VALVE	HW HARDWOOD	
(R) RECORD DATA	GAS METER	EV EVERGREEN	
(M) MEASURED DATA	GAS MANHOLE	US UNDERSTORY	
N/F NOW OR FORMERLY	UNKNOWN MANHOLE	FENCE LINE	
R/W RIGHT-OF-WAY	COMM. BOX	OHU OVERHEAD UTILITY	
BSL BLDG SETBACK LINE	COMM. MANHOLE	UGE UNDERGROUND ELECTRIC	
RCP REINFORCED CONC PIPE	CABLE TV RISER	GAS GAS LINE	
CMP CORRUGATED METAL PIPE	TRAFFIC MANHOLE	UGT UNDERGROUND COMM. LINE	
PVC PLASTIC PIPE	TRAFFIC SIGNAL BOX	W WATER LINE	
DIP DUCTILE IRON PIPE	AIR CONDITIONER	SS SANITARY SEWER PIPING	
LS LANDSCAPING	MAIL BOX	SD STORM DRAIN PIPING	
BC BACK OF CURB			
EP EDGE OF PAVEMENT			
DE DRAINAGE EASEMENT			
SSE SANITARY SEWER ESMT			

Utility Notes

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS.
2. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.
3. ANY SANITARY & STORM SEWER PIPE LOCATIONS, SIZES, AND MATERIALS SHOWN WERE OBTAINED BY STANDARD SURVEYING PROCEDURES FROM OUTSIDE OF THE MANHOLES, OR FROM RECORD INFORMATION PROVIDED. NO CONFINED SPACE ENTRY, TELEVISING OF LINES, OR ANY OTHER INVESTIGATION METHODS WERE USED. MORE DETAILED INVESTIGATION MAY BE NECESSARY FOR DESIGN PURPOSES. OTHER UNDERGROUND UTILITY LOCATIONS, SIZES, AND MATERIALS SHOWN ARE BASED ON VISIBLE APPURTENANCES, PROVIDED DESIGN PLANS AND FLAGS/PAINT MARKINGS AND A REPORT PROVIDED BY A UNDERGROUND UTILITY INVESTIGATOR (IF CONTRACTED). UNDERGROUND UTILITIES MAY EXIST WITHIN THE SUBJECT AREA THAT ARE NOT SHOWN. THE SURVEYOR SHOWS UNDERGROUND UTILITY LOCATIONS SOLELY AS AN ACCOMMODATION AND THOSE LOCATIONS SHOULD NOT BE USED FOR EXCAVATION OR DESIGN. NO CERTIFICATION IS MADE REGARDING THE ACCURACY, THOROUGHNESS OR PRESENCE OF UNDERGROUND UTILITY STRUCTURES. THE GEORGIA ONE CALL SYSTEM SHOULD BE CONTACTED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING ACTIVITIES.

Significant Observations

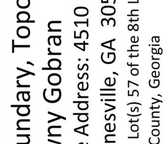
A - NONE OBSERVED

FEMA Flood Notes

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 13139C0170G, WHICH BEARS AN EFFECTIVE DATE OF 4/4/2018, AND **IS NOT** IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GRANT SHEPHERD & ASSOCIATES INC
735 LONGLEAF BOULEVARD, SUITE A
LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
www.gsasurveying.com
COA/LSF 000459

PROVIDING CLIENT NEEDS SINCE 1990 ACROSS THE SOUTHEAST IN THE AREAS OF:
Construction Layout • GPS Modeling
Land Surveying • Site Development Consulting



DATE OF PRINT/PDF:

No. #	DATE / BY	DESCRIPTION

Boundary, Topographic & Tree Survey For:
Awny Gobran
Site Address: 4510 Brown Bridge
Gainesville, GA 30504
Land Lot(s) 57 of the 8th Land District
Hall County, Georgia

GEORGIA811 Utilities Protection Center, Inc. 1-800-282-7411 Know what's below. Call before you dig.

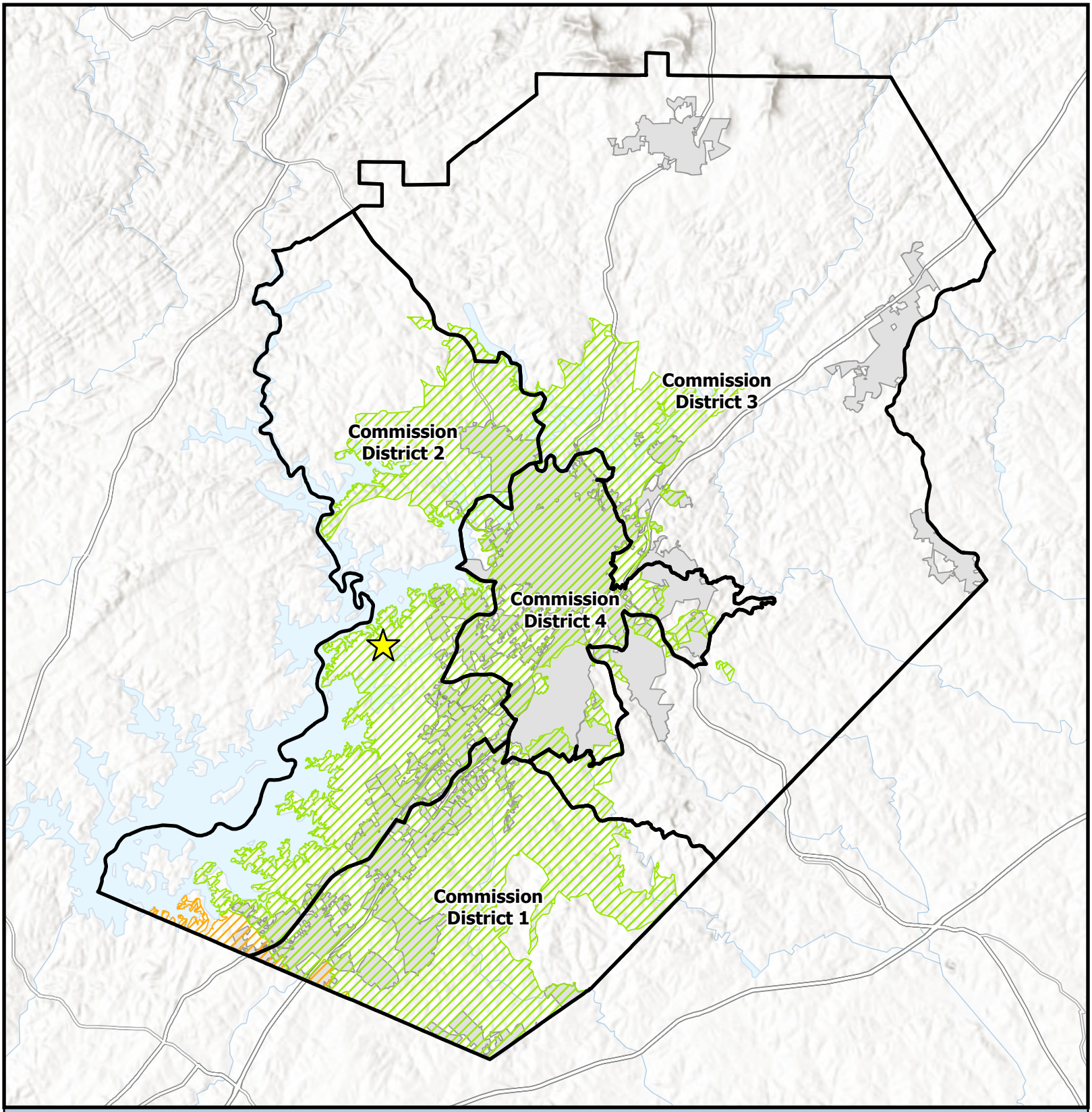
Sheet / Drawing Scale
1" = 40'
Unless Otherwise Noted

GSA Project No.
26-05-230

Drawn By / Field Crew
JS
AU
06-11-26

Sheet No. 01 OF 01

THE USE OF THIS DOCUMENT FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON WRITTEN CONSENT AND PERMISSION OF GRANT SHEPHERD & ASSOCIATES, INC.



Overview Map

Subject Area
Commision Districts
City Limits

Urbanized Zone Areas
Atlanta, GA
Gainesville, GA

Subject Area Location

Applicant: Maja (Maya) Radovic Radovic Permits 1, Inc
Tax Parcel #: 08057 002002
Location: 4510 Browns Bridge Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/17/2026



Future Land Use Map

Subject Area

City Limits

FLU

Business Corridors

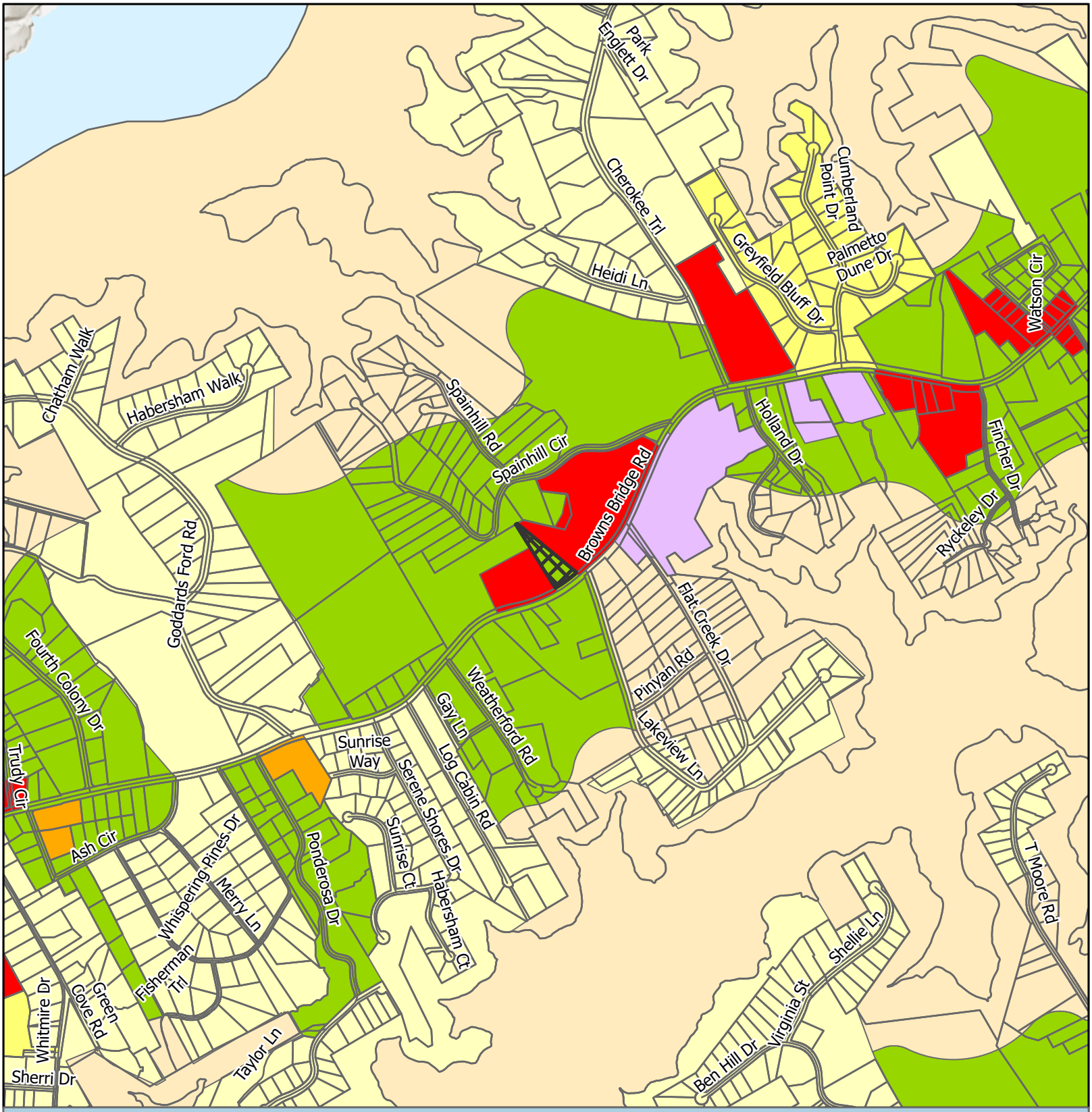
Greenspace - Conservation

Lakeside Residential

Applicant: Maja (Maya) Radovic Radovic Permits 1, Inc
Tax Parcel #: 08057 002002
Location: 4510 Browns Bridge Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/17/2026



Zoning Map

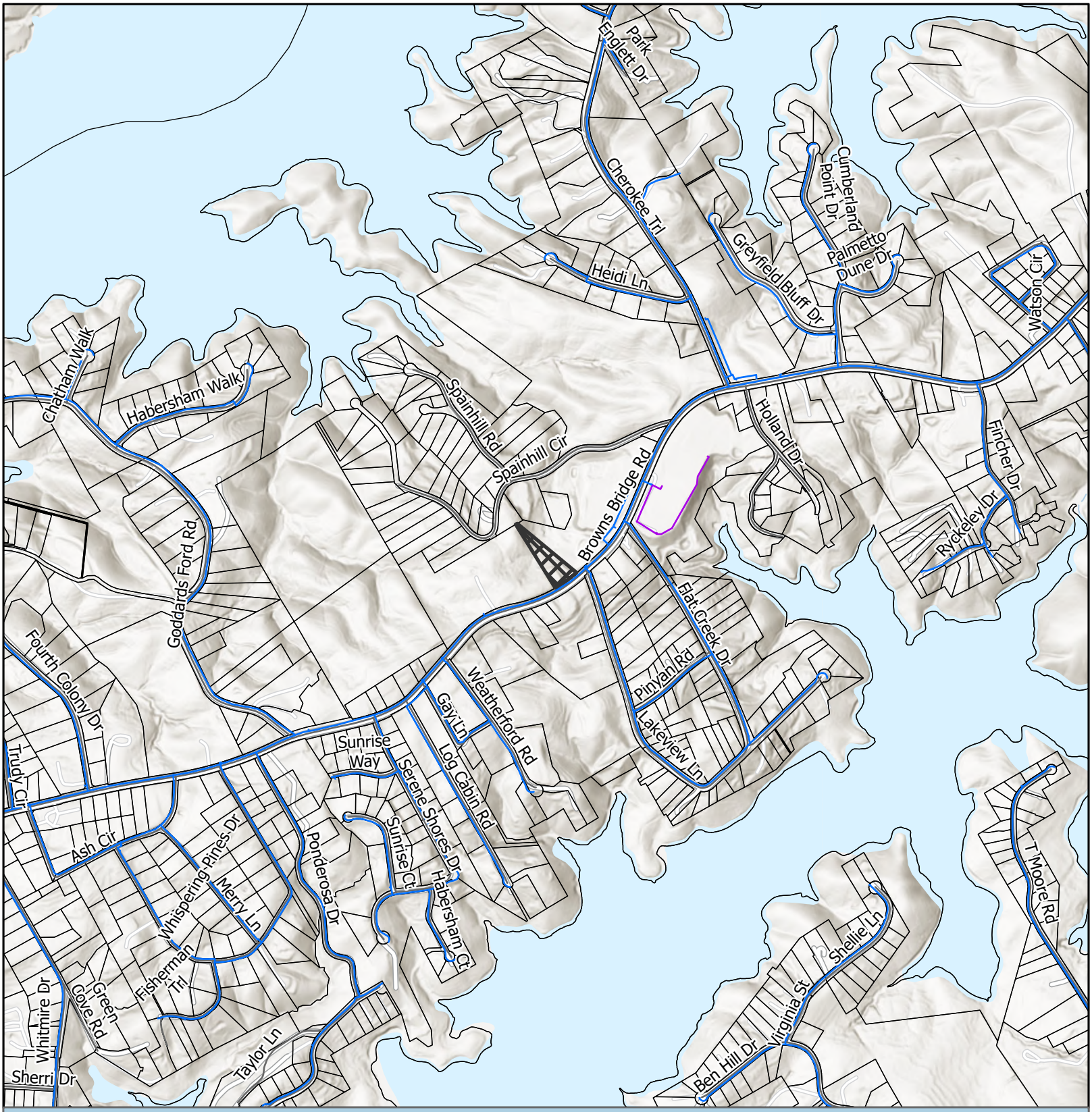
Subject Area
City Limits

Zoning
AR-1
H-B
I-1
PCD
PRD
R-1
V-C

Applicant: Maja (Maya) Radovic Radovic Permits 1, Inc
Tax Parcel #: 08057 002002
Location: 4510 Browns Bridge Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/17/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: Maja (Maya) Radovic Radovic Permits 1, Inc
Tax Parcel #: 08057 002002
Location: 4510 Browns Bridge Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/18/2026



Site Plan & Aerial Map

Subject Area

parcel

Applicant: Maja (Maya) Radovic Radovic Permits 1, Inc

Tax Parcel #: 08057 002002

Location: 4510 Browns Bridge Road

Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/18/2026

eFiled and eRecorded
DATE: 02/12/2026
TIME: 4:50 PM
DEED BOOK: 9801
PAGE: 664 - 666
FILING FEES: $25.00
TRANSFER TAX: $289.90
PT61: 069-2026-000937
RECORDED BY: NB
CLERK: Mark Pettitt
Hall County, GA

Return Recorded Document to:
MARCUS A. ROSIN, P.C.
327 Dahlonega Street
Suite 102-A
Cumming, GA 30040
M26-0108

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FORSYTH

THIS INDENTURE made as of **10th day of February, 2026,** by and between **STEPHANIE A. WOOD and BENJAMIN G. WOOD,** (hereinafter called "Grantor"), and

AWNY S. GOBRAN,
(hereinafter, called "Grantee").

The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

WITNESSETH

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee, and the heirs, successors, legal representatives and assigns of Grantee, all that tract or parcel of land described as follows to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging or in any way appertaining, to the only proper use, benefit and behalf of Grantee, forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture, and delivered this indenture to Grantee, the day and year first written above.

Signed, sealed and delivered in
the presence of:

Richard Knoop
Unofficial Witness

Notary Public please see attached

Stephanie A. Wood
STEPHANIE A. WOOD

Benjamin G. Wood
BENJAMIN G. WOOD

FLORIDA NOTARIAL CERTIFICATE
(JURAT)

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 10th day of February, 2026, by Stephanie A. Wood and Benjamin E. Wood (Name of Person Making Statement) who physically appeared and produced a Georgia Driver License as Identification.

(Seal)

ROMNEY J. BALDWIN
NOTARY
My Comm. Expires
January 3, 2029
No. HH 623416
PUBLIC
STATE OF FLORIDA

Signature of Notary Public

Romney J. Baldwin, Notary Public State of Florida

EXHIBIT "A"

All that tract or parcel of land lying in Land Lot 57 of the 8th of Hall County, Georgia being as per a survey for Benjamin & Stephanie Wood by Richard Webb & Associates dated July 13, 2022, being more fully described as follows:
To establish the True Point of Beginning, commence at the centerline intersection of Lakeview Lane and State Route 369; Thence S72°21'28"W a distance of 77.31' to an IPF #4RB (Bent) on the northern R/W of State Route 369 (60' R/W); Said IPF #4RB (Bent) being the True Point of Beginning.
With the True Point of Beginning being establishedThence along said R/WS49°41'38"W a distance of 33.12' to a Point;
Thence S51°51'32"W a distance of 58.30' to a Point;Thence S54°59'02"W a distance of 58.84' to a Point;Thence S57°10'13"W a distance of 36.90' to a Point;Thence S60°34'41"W a distance of 6.74' to a IPS #4RB;Thence N31°15'27"W a distance of 574.96' to an IPF #4RB;Thence S50°19'34"E a distance of 590.51' to an IPF #4RB (Bent);Thus being the True Point of Beginning, Together with and subject to covenants, easements, and restrictions of record.
Said property contains 55,980.45 Square Feet, 1.285 Acres

Subject to any Easements or Restrictions of Record

August 10, 2026

Awny Gobran

[redacted]

[redacted]

Browns Bridge Rd Used Car Dealership Trip Generation Memo

Axis Infrastructure has conducted a trip generation memo for the proposed 1,860 square foot used car dealership at 4510 Browns Bridge Rd in Gainesville, GA. The trip generation estimates are based on the average rates and equations provided in the Institute of Transportation Engineers (ITE) Manual, 12th Edition.

Figure 1 shows an aerial view of the site in its existing conditions.

Figure 1: Aerial View of Site



The development consists of a 1,170-S.F. building and a 690-S.F. building, resulting in a total of 1,860 S.F. development buildings. The site also contains 4 customer parking spots, 2 employee parking spots, and 22 parking spaces provided for inventory.

Table 1 shows the results of the trip generation analysis of the 1,860 square foot used car dealership.

Table 1: ITE 12th Trip Generation

Land Use Code	Reduction %	Project Trips			Equation Used	In / Out Distribution
		Total	Inbound	Outbound		
841 · Automobile Sales (Used)					**1,860**	**Square Feet**
Daily		50	25	25	T = 27.06(X)	50% / 50%
AM Peak Hour		4	3	1	T = 2.13(X)	76% / 24%
PM Peak Hour		7	3	4	T = 3.75(X)	47% / 53%
Net New External Vehicle Trips						
Daily		50	25	25		
AM Peak Hour		4	3	1		
PM Peak Hour		7	3	4		

T = Trips; X = Density by Variable

This site will generate a weekday daily total of 50 trips (25 entering, 25 exiting). The AM peak hour will generate 4 trips (3 entering, 1 exiting) and the PM peak hour will generate 7 trips (3 entering, 4 exiting). No pass-by trips occur for this land use.

This development is planned to access the external roadway network via one full access driveway along Browns Bridge Rd (SR 369).

Appendix: ITE Trip Generation Manual, 12th Edition

Land Use: 841
Automobile Sales (Used)

Description

A used automobile sales dealership is typically located along a major arterial street characterized by abundant commercial development. The sale or leasing of used cars is the primary business at these facilities. Automobile service and parts sales may also be available. The dealerships may also provide truck sales and service.

Additional Data

The sites were surveyed in the 2010s in Texas.

Source Numbers

880, 881

Automobile Sales (Used)
(841)

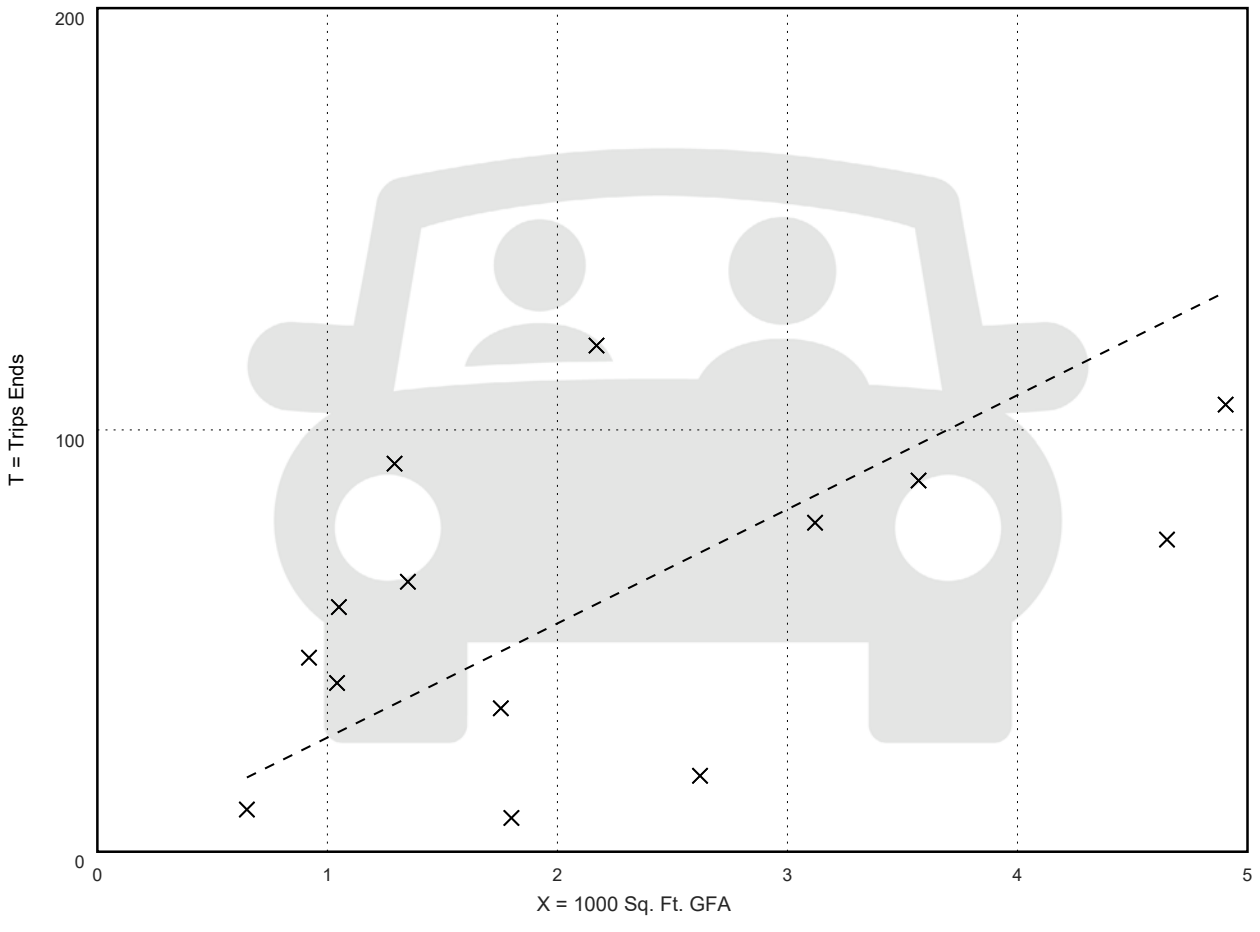
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
27.06	4.44 - 71.21	17.91

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= *

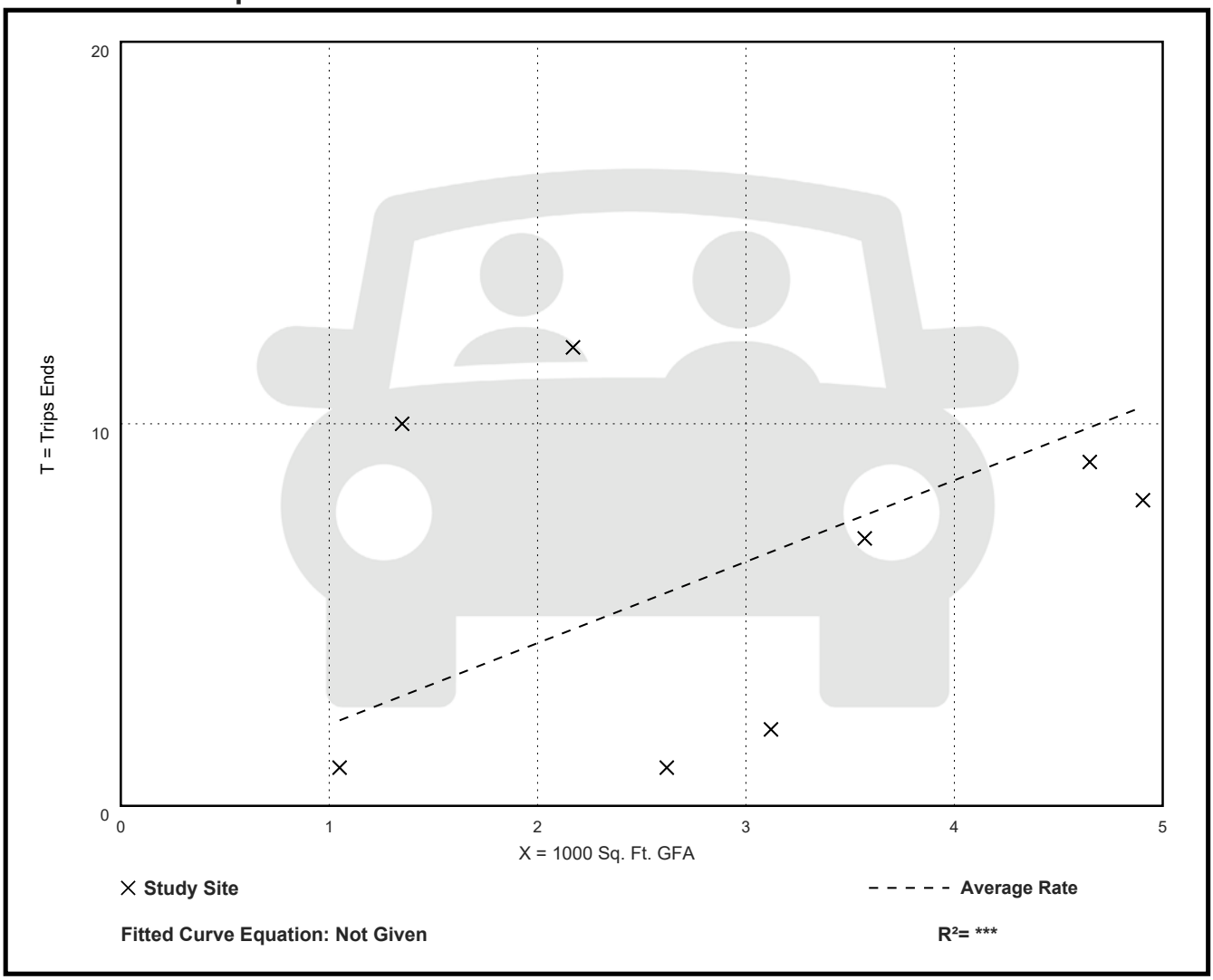
Automobile Sales (Used)
(841)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	8
Avg. 1000 Sq. Ft. GFA:	3
Directional Distribution:	76% entering, 24% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.13	0.38 - 7.41	1.98

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

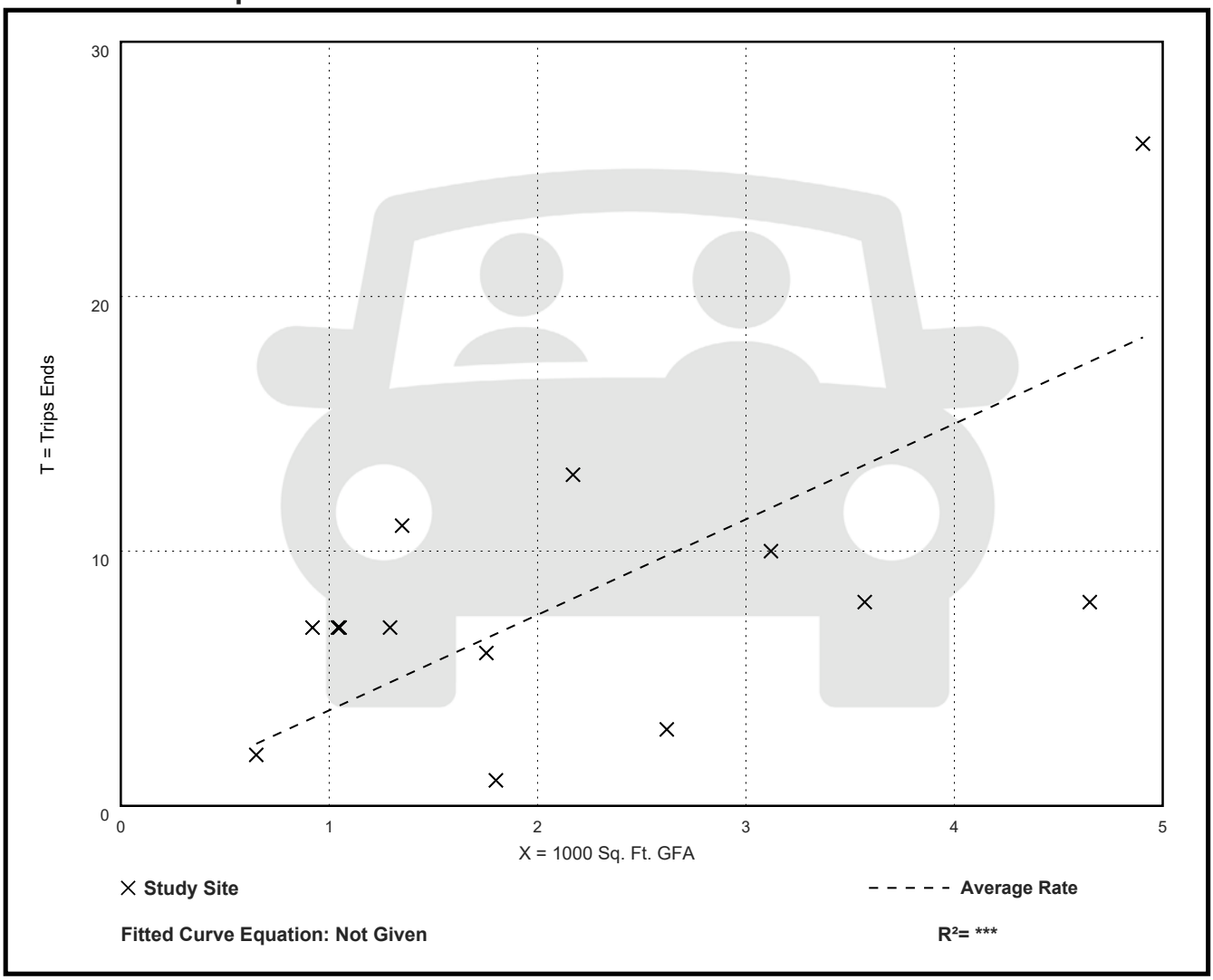
Automobile Sales (Used)
(841)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	14
Avg. 1000 Sq. Ft. GFA:	2
Directional Distribution:	47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.75	0.56 - 8.15	2.28

Data Plot and Equation



Automobile Sales (Used)
(841)

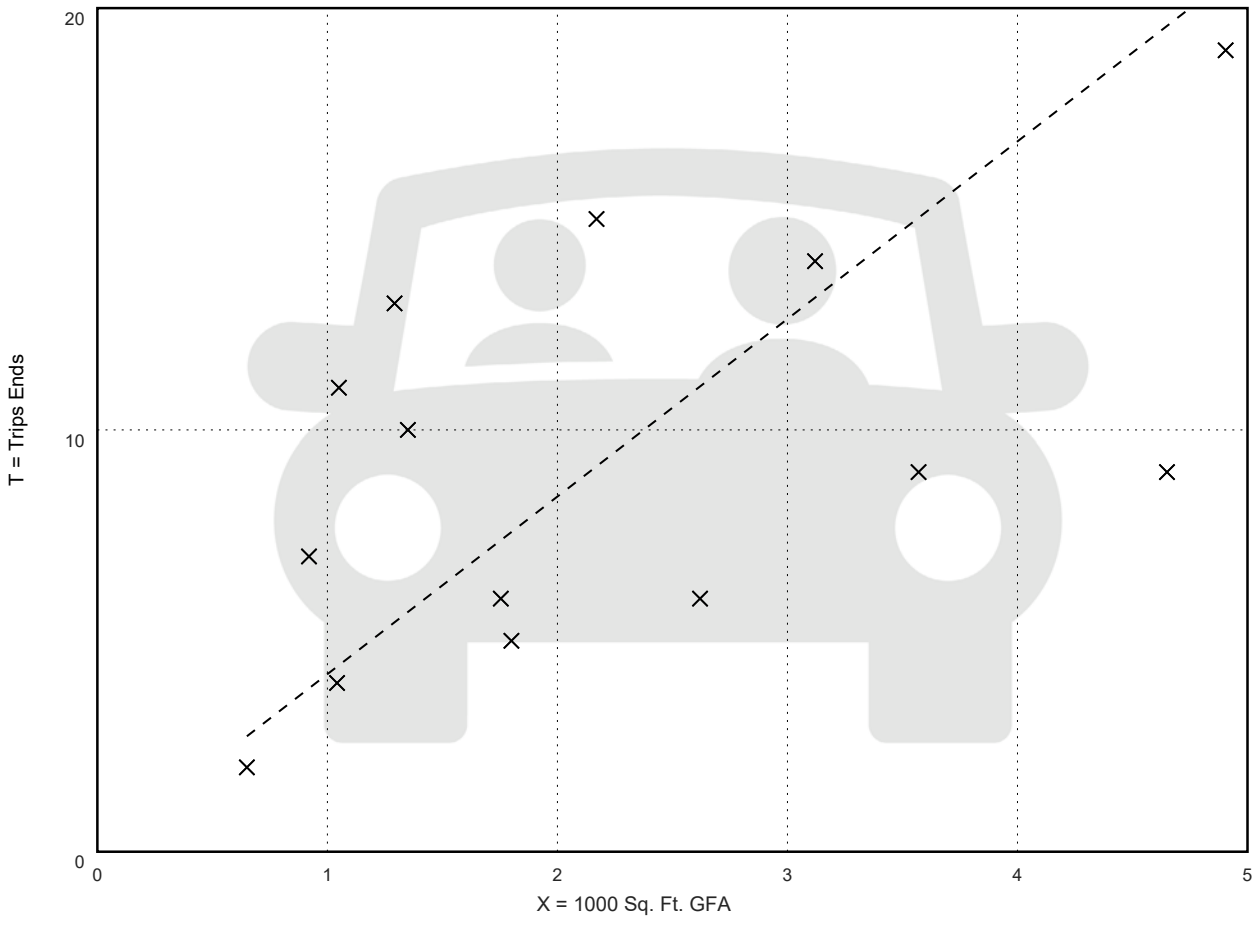
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.21	1.94 - 10.48	2.48

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= *

Automobile Sales (Used)
(841)

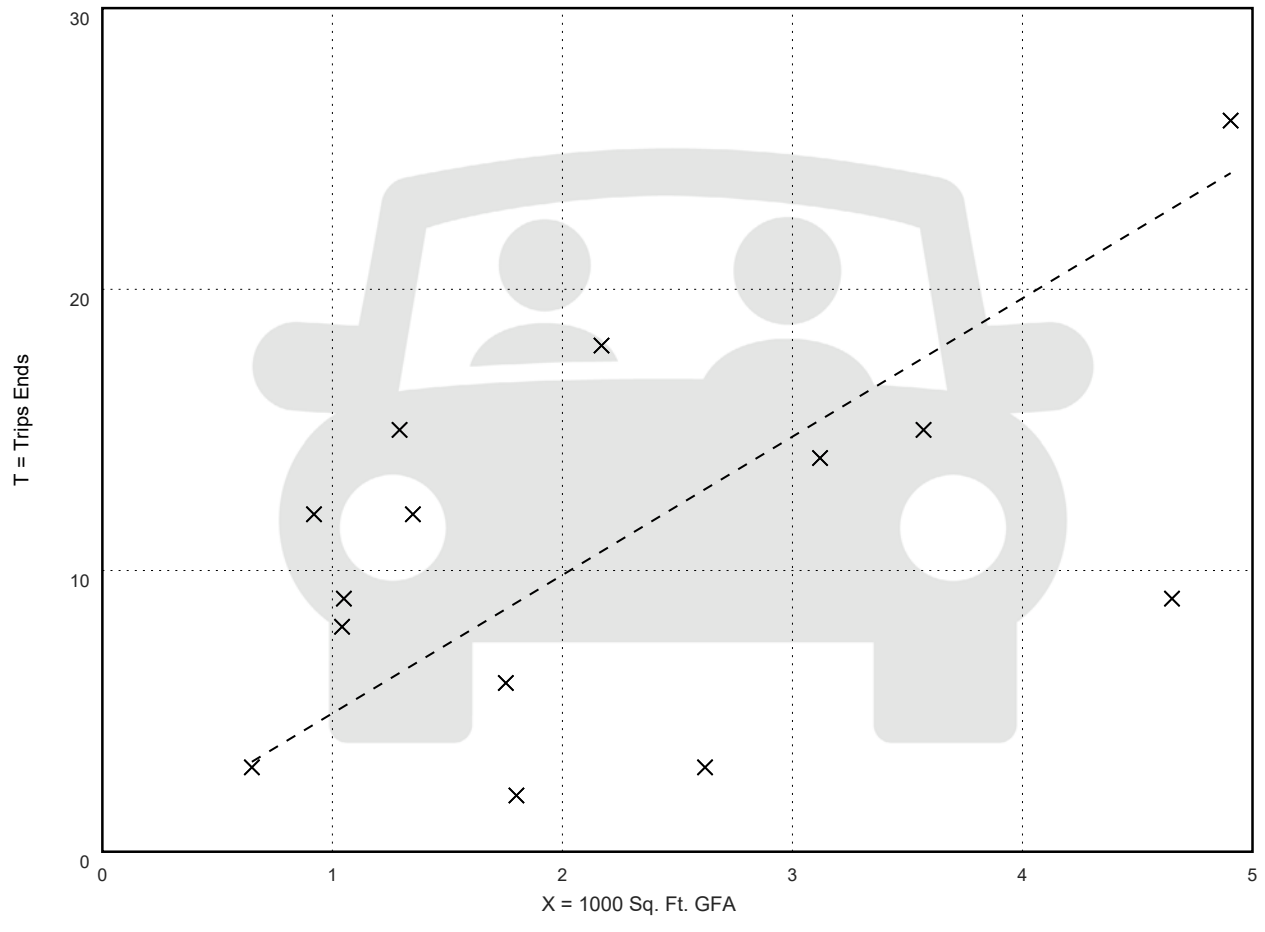
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.92	1.11 - 13.04	3.23

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

Automobile Sales (Used)
(841)

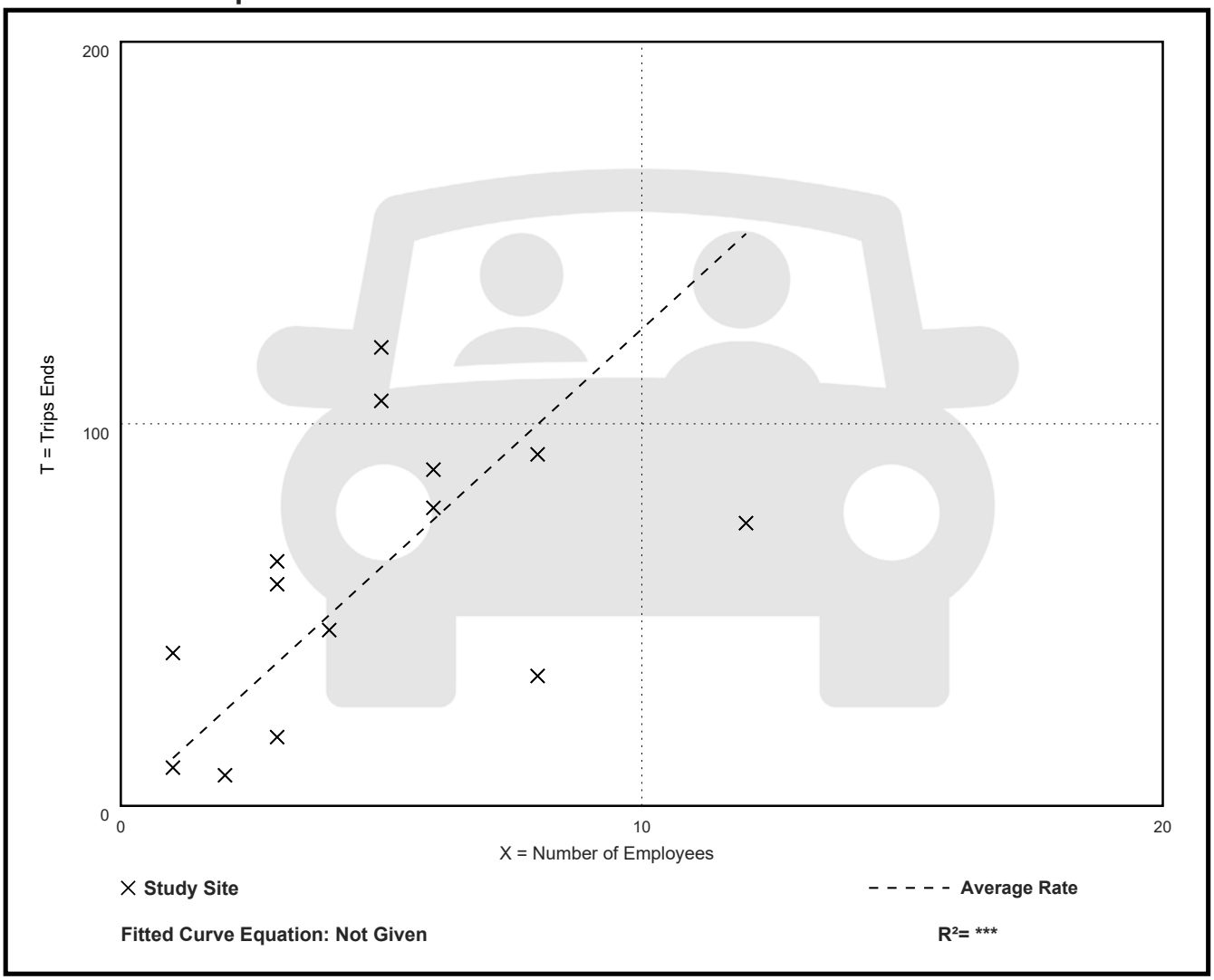
Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Employees: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
12.48	4.00 - 40.00	7.52

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

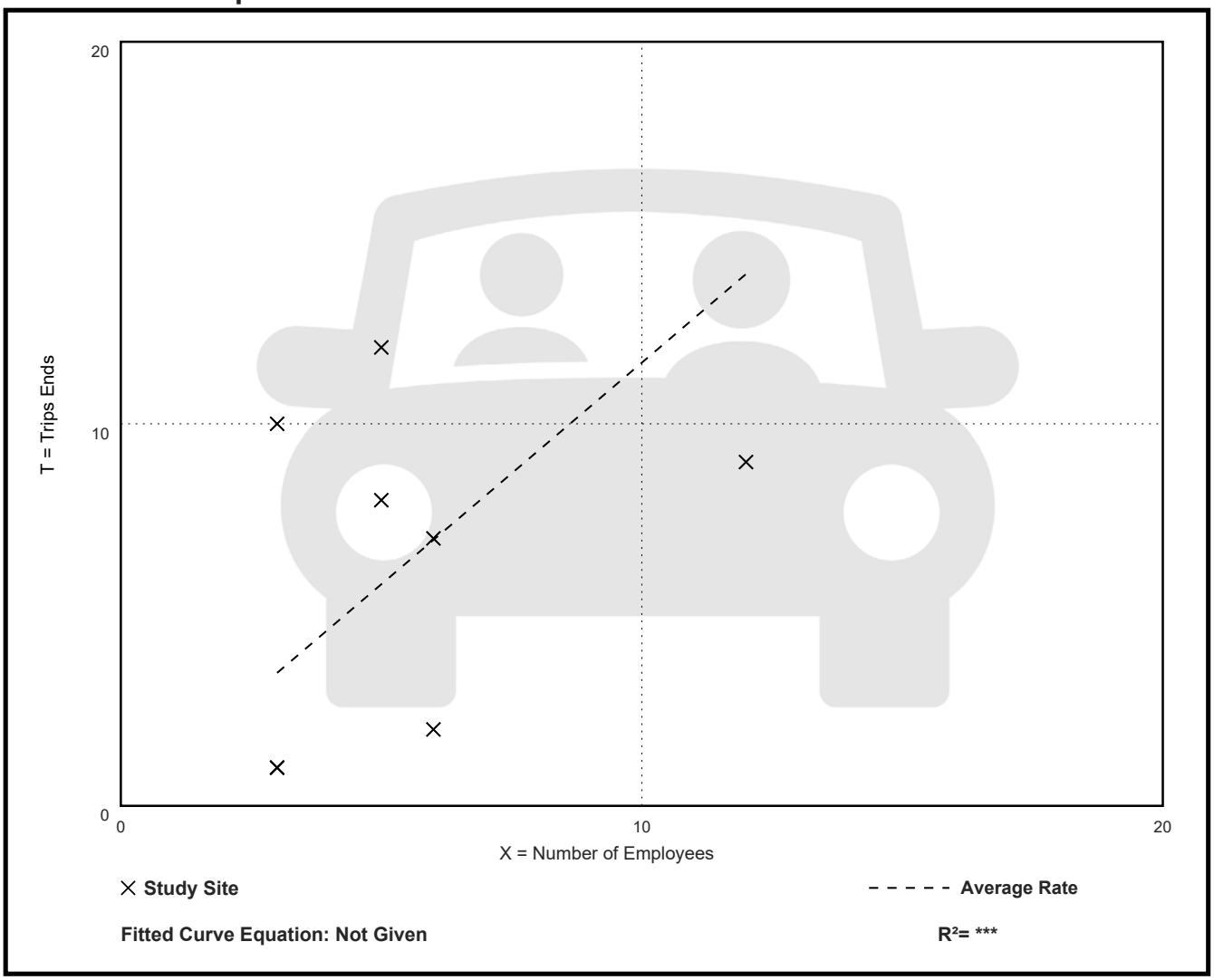
Automobile Sales (Used)
(841)

Vehicle Trip Ends vs:	**Employees**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	8
Avg. Num. of Employees:	5
Directional Distribution:	76% entering, 24% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.16	0.33 - 3.33	0.94

Data Plot and Equation



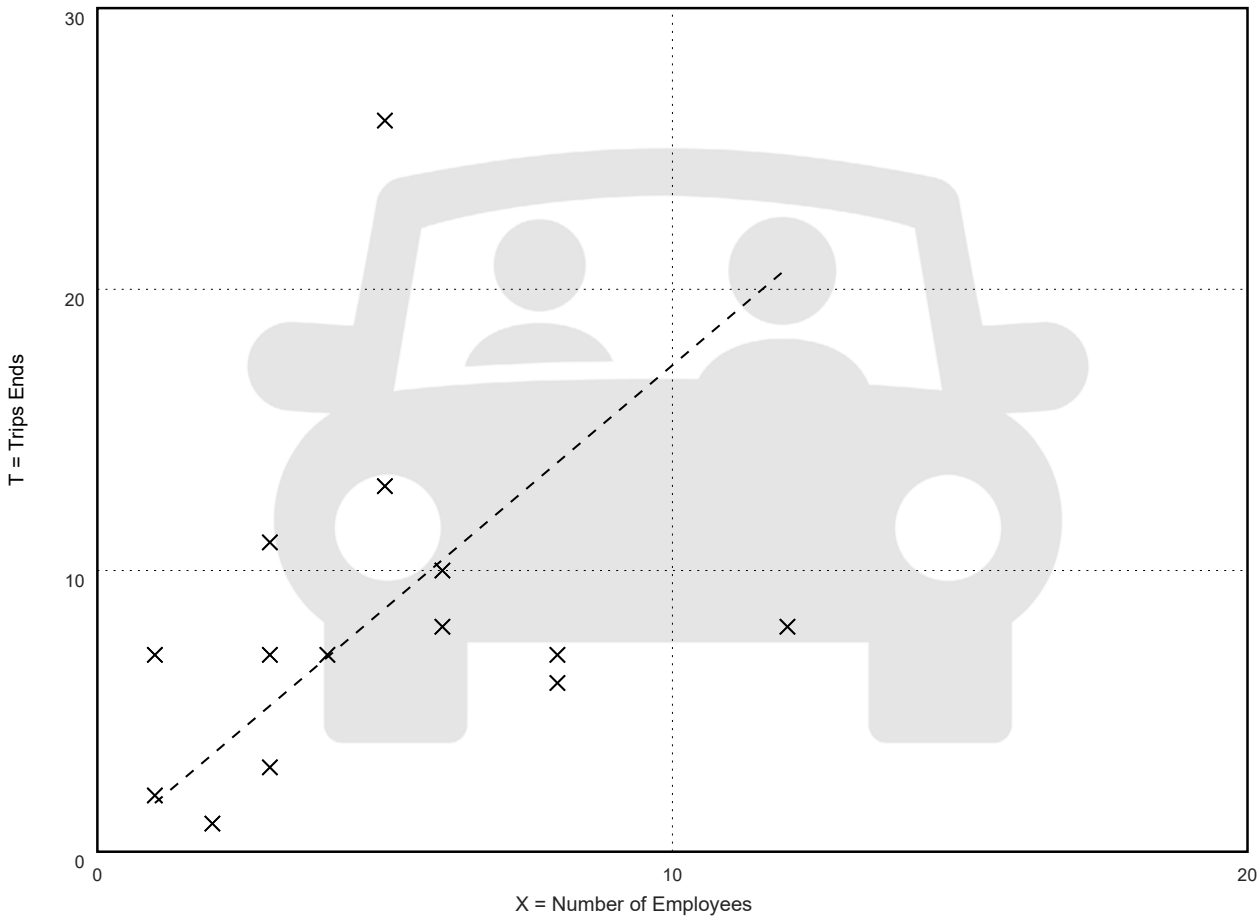
Automobile Sales (Used)
(841)

Vehicle Trip Ends vs:	**Employees**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	14
Avg. Num. of Employees:	5
Directional Distribution:	47% entering, 53% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.73	0.50 - 7.00	1.48

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

Automobile Sales (Used)
(841)

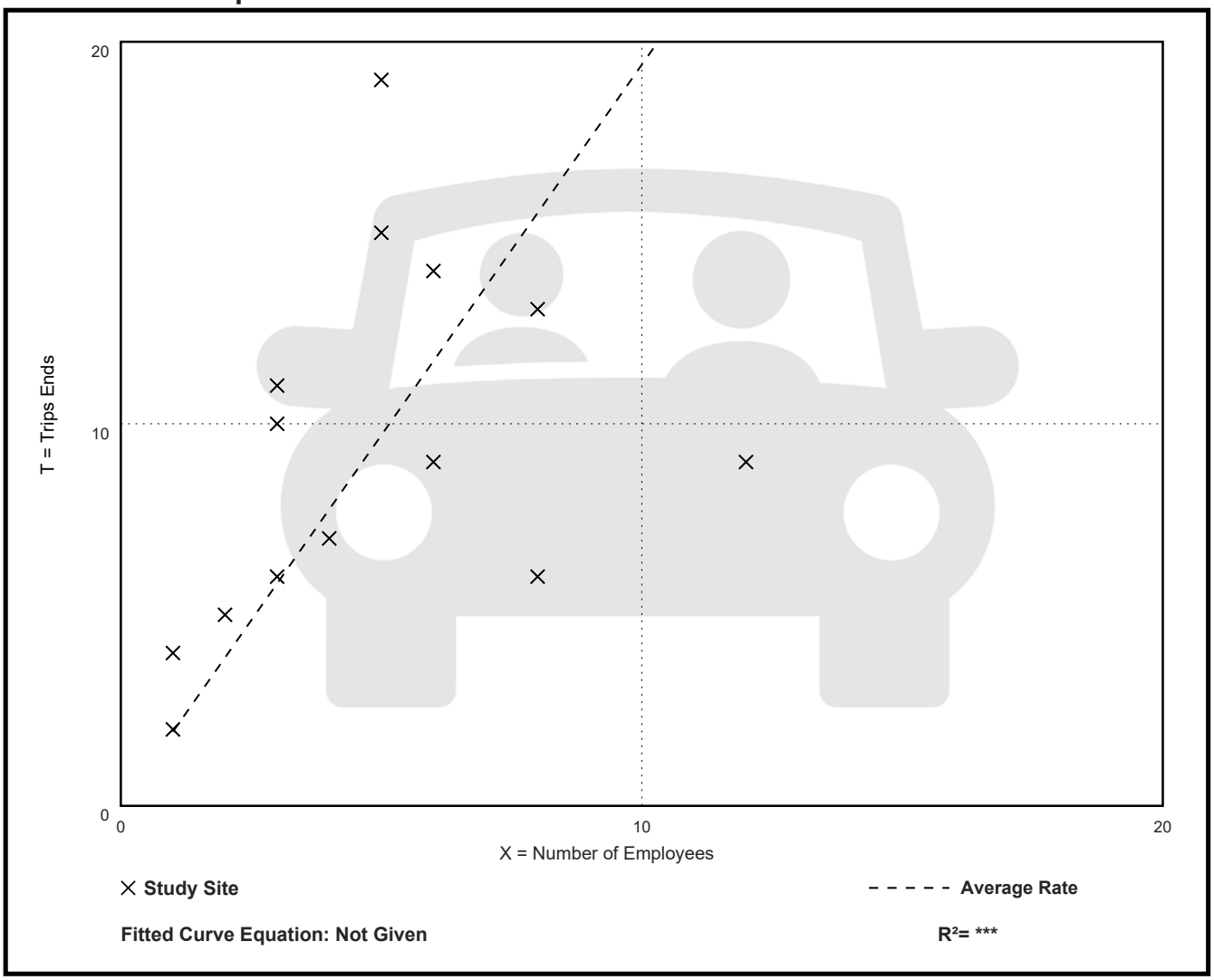
Vehicle Trip Ends vs: **Employees**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. Num. of Employees: 5
Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.94	0.75 - 4.00	1.09

Data Plot and Equation



Automobile Sales (Used)
(841)

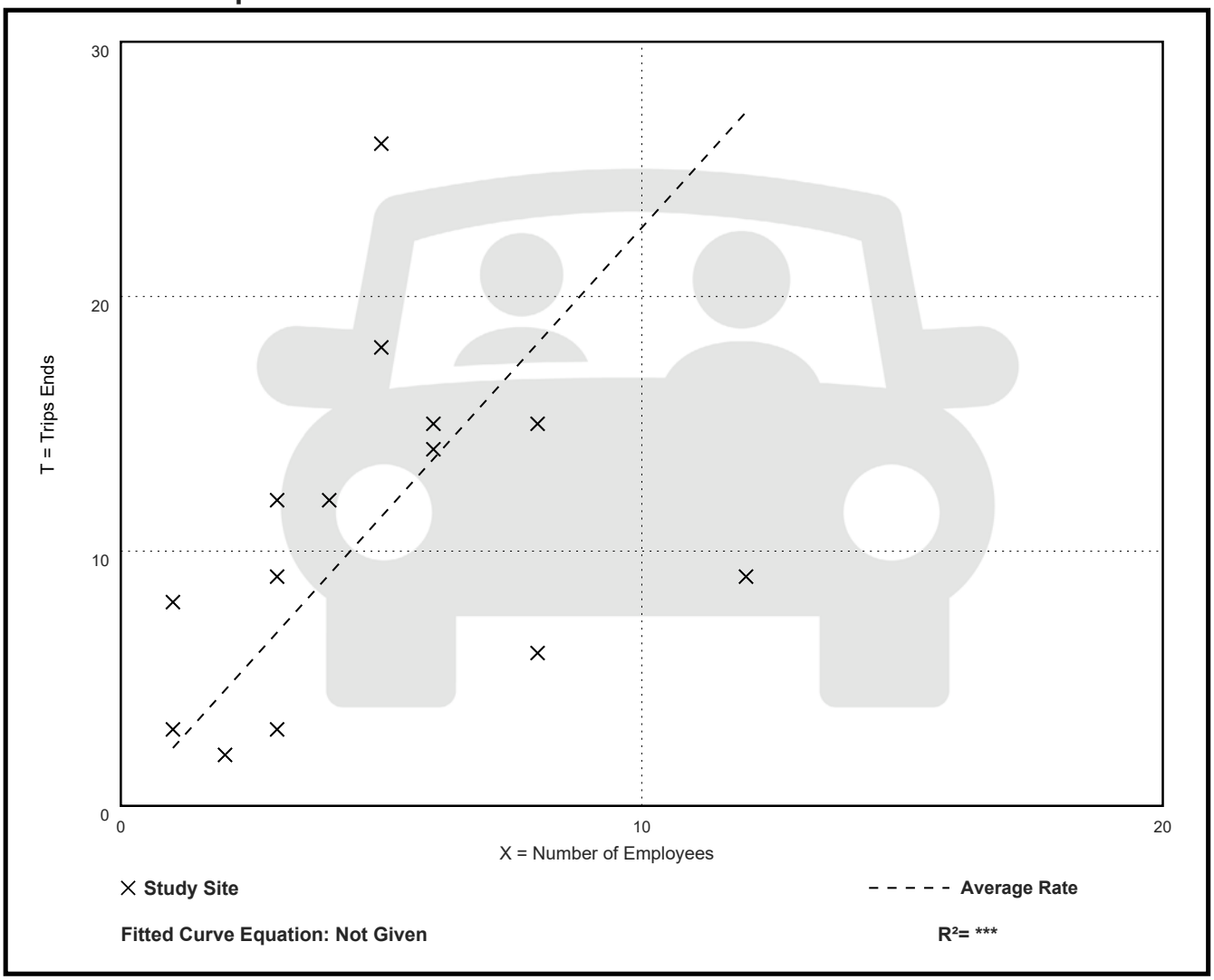
Vehicle Trip Ends vs: **Employees**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. Num. of Employees: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
2.27	0.75 - 8.00	1.57

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

CITY OF
GAINESVILLE

WATER RESOURCES

September 9, 2026

Hall County Planning & Zoning
Lynn Taylor, Deputy Director
ltaylor@hallcounty.org

Re: Water Availability
Proposed Auto Sales Development
4510 Browns Bridge Road
PIN: 08057 002002

Dear Lynn,

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 6-inch DIP water main in the right-of-way of Browns Bridge Road along the frontage of the subject property.

Currently, the City has adequate domestic water capacity to serve the proposed auto sales development.

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 development plans have been submitted.

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

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 17, 2026

Subject: October 22, 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.

* 4031 Wiley Road, Pethel: No comment.

* 4138 Price Road, Norris: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application. Please note that BOC approval does not imply approval from other county departments.

* 4510 Browns Bridge Road (A-C), Radovic: 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

* 2109 Microwave Tower Road (A-C), Ajanel: Must meet all residential permitting requirements. Please note that BOC approval does not imply approval from other county departments.

* 6541 Henry Smith Road, Hall County: Environmental Health issued a septic permit (OSC 7294) for storage building/barn (sink/toilet) in May 2022. The septic system has not been installed as of this date and septic permit OSC-7294 has since expired.

* 5586 Ransom Free Road, Hall County: No comment.

* 1563 Calvary Church Road, Hall County: No comment.

Outlook

RE: Tentative Planning & Zoning items for October 22, 2026 Board of Commissioners Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Mon 9/21/2026 3:19 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Lynn Taylor (Planning) <ltaylor@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Kaitlyn,

Please see the below comments in red. If you have any questions, please let me know.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

GDOT Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, September 11, 2026 4:56 PM
Subject: [Possible Phish Fraud] Tentative Planning & Zoning items for October 22, 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.

WARNING: Your email security system has determined the message below may be a potential threat.

It may pose as a legitimate company, tricking victims into revealing personal information.

GA DOT will never ask you to confirm your credentials on a web site. Do not do this.

If you do not know the sender or cannot verify the integrity of the message, please do not respond or click on links in the message. Depending on the security settings, clickable URLs may have been modified to provide additional security.

Good afternoon,

The tentative Planning & Zoning items for the October 22, 2026, Hall County Board of Commissioners Meeting have been distributed. Please review the documents and submit any comments in the form of a memorandum to Hall County Planning and Zoning. When providing comments, include the applicant's name and the property address associated with each comment. Failure to submit comments in a timely manner may result in the information being omitted from the staff report.

PLEASE NOTE: These items will be discussed in next week's Development Review meeting.

Comments are due by **Wednesday, September 23, 2026**. Email comments to Lynn (ltaylor@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

The packets can be found at **LINK 1** **and** **LINK 2**. Please ensure all items listed below are included in your comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

  Off-system, no impacts expected to the State Highway System.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

  On-system. Residential permit may be needed from Area 1 Office.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(B) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

  On System, coordination required for consideration of commercial driveway access.

- **(A) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  Off-system. No impacts expected to the State Highway System.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
http://secure-web.cisco.com/1ZiZ9RGjEGvHbK-hHswG73K5PGuLL3d1yl5c3nFKXSRRtbknStLAunP31p351IHltDAil2H3L5BXT52v9L7caSq2QIyn3L53C88eIaICwsjaCIxsTea45AuPnCcnGgO6MXpaZcUAvVedWc8LuCi9ZjPLjxaCGumhl-Bvcden1nhzU_Hc8QC-BFpsrdXqpCKOa0I2kOB2eqcvkuzBQLDOVrrS1LLE15qCkXKcv7dHcIj9Doj6BkBKSvbRJKMYMlAuj7KVI1orA7gCJ7nTGaHCsi3-_nXS9opKhw20r9l0HPbkd-etFpEGHS1oanNFyVNnqN-SWQDF3rAhSiSj0Kat0sKS5Ypk32YJBQAJl4D5n98Y/http%3A%2F%2Fwww.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://secure-web.cisco.com/1PMdjqETcj5pOsZyiGAM1wNSozQIIA7NvqDbOy_wbCtYeyRom2ww1_HHWSBY64Emsz1SbRUPU3kG3XkA8RXJxHgLFIZMEhZId9K1RdcdVxu_8y0XTV_IlOlKpy373jZMLMHo41QXew4HOSHbe5GwsiB6AfFekhmu4Bn0za_xLygDQdFwaF2g1ivAm_td_9w6hdws4T2xY3ZTHICOKw3uwcGV75qfYSKmHcn91VuUFSFt8w8VyRrVBjklzd-HtpIAy-M-ICMYr0mZjle9_Ac2A6LLOLVmNfzbG-9D-KqtoSbnHEcCvoOXP7R2-D_ksNYKpqLdJ_1SdJE6CBSqvaUlqwQf32FmSbZuKyOm6tq62pRQ/https%3A%2F%2Fhallcountyga.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.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: September 23, 2026

Subject: October 22, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 22, 2026, meeting. Upon review, we provide the following comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested variance for impervious surface.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested second single-family dwelling unit.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(B) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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:** An approved G-DOT commercial driveway permit must be provided before Hall County traffic will sign off on LDP approval.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **(A) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested second single-family dwelling unit or request to keep livestock and poultry.
  - **Utilities:** This location I within the City of Gainesville sewer district.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, 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 request to amend the previously approved zoning condition.
  - **Utilities:** This location is within Hall County sewer district, but sewer infrastructure is not nearby.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, 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 request to amend the previously approved zoning condition.
    - **Utilities:** This location is within Hall County sewer district, but sewer infrastructure is not nearby.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, 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 request to amend the previously approved zoning condition.
    - **Utilities:** This location is within the City of Gainesville sewer district.

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: 9/18/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/22/2026
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 10/22/26 meeting. Upon review, we provide the following comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

The Hall County Fire Marshal's Office has no comments regarding the existing impervious surface.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

The Hall County Fire Marshal's Office has no comments.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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.

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments regarding the R-TF rezone

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments.

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 10 removed.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 10 removed.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 11 removed.

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

INTERIM DEVELOPMENT
SERVICES DIRECTOR
Captain Barry Shaw

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: 09/22/2026

Subject: October 22, 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 22, 2026 meeting. Upon review, we provide the following comments.

- (A) 4510 Browns Bridge Road | Rezone | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | Proposed Use: Uses permitted in H-B | Commission District 2 | Maja (Maya) Radovic Radovic Permits 1, Inc, applicant

- (B) 4510 Browns Bridge Road | Special Use | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | Proposed Use: Vehicle Sales | Commission District 2 | Maja (Maya) Radovic Radovic Permits 1, Inc, applicant

If the above items are approved, applicant must apply for a Hall County Business License before any business is conducted onsite.

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 21, 2026

Subject: Board of Commissioners Meeting - October 22, 2026

4031 Wiley Road | Variance to Section 4.3 | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

- **Applicant applied for 2 retroactive permits. HRNEW26-0800 (50 x 58 Shop) and HRNEW26-0804 (Retroactive 20 x 20 Carport) Both were denied by P&Z due to encroachment of the carport into 20 feet rear setbacks. Applicant then applied for demolition of 20 x 20 carport which was inspected and closed on 06.29.2026 as being completed.**

4138 Price Road | Rezone | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 |**Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, Applicant**

- **Applicant obtained permit for New 2022 (32 x 66) CMH Norris Freedom Farmhouse. All inspections were completed and a CO was issued 05.24.2023. Previous permits were for a demolition of a home due to fire (MIS2006-00508) with a final successful completed demolition on 02.06.2009. An additional permit was issued for the rebuild of 1 story single family home (RES2006-02518). This permit was never completed and the only inspection that was obtained and completed was for the issuance of a T-Pole at the property.**

(A) 4510 Browns Bridge Road | Rezone | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(B) 4510 Browns Bridge Road | Special Use | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-

1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(C) 4510 Browns Bridge Road | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **Current storage building does not appear to have been permitted but is showing as established on the property in January 2008. The existing building would need to be demolished. As age of building is indeterminable, asbestos documents may need to be obtained prior to demolition. Conversion of existing residential structure would require permitting for structure and all trades. Permits were obtained (RES2018-01907) for repair of roof of storage building due to damage by awning. Partial front wall repair due to water damage and relocation of door and window for the front of the building only. The storage building was also permitted for installation of a metal roof. There were no inspections and asbestos documents were not obtained at the time of permitting. The new proposed building would need to be permitted with Building Inspection before proceeding with new construction. The existing residential structure dated 1959 and would need to obtain permits before conversion of building into a business office. The age of the home dictates that asbestos documents must be required as part of the permitting process. All contractors must be state licensed, as the intent of the renovation would be for commercial purposes.**

(A) 2109 Microwave Tower Road | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(B) 2109 Microwave Tower Road | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(C) 2109 Microwave Tower Road | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **Applicant received permit for existing 1 Story SFR on Crawlspace with 2 Bedrooms, 1 Bathroom and screened porch (RES2019-00854). Retroactive fees were not collected at the time of permitting. Build finals were passed, although a CO was never issued. There is also an unpermitted residential structure, 2 unpermitted outbuildings and additional renovations/additions have been made to primary residence as depicted on GIS.**

6541 Henry Smith Road | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

- **Applicant obtained permit HCADD25-0021 addressing Condition 1 and 4 of BOC letter dated 12.06.2022. The 1000 square foot divider wall was installed and inspected with the final inspection completed on 05.13.2025.**

5586 Ransom Free Road | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

- **No comment.**

1563 Calvary Church Road | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

- **No comment.**

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than 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 24, 2026 **AND NO LATER THAN** September 30, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 30, 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, MAJA RADOVIC (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** 9/28/26 (Date) **for** REZONING, SUP, VARIANCE FOR 4510 BROWNS BRIDGE RD (Name application filed as).

Signature _____
(The original document is required)

4510 Browns Bridge Road—Maja (Maya) Radovic Radovic Permits 1, Inc,




ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGA
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPER
APPLICANT:
MAJA (MAYA) RADOVIC RADOVIC PERMITS 1, INC.
REQUEST:
REZONE FROM AR-1 TO H-B FOR USES PERMITTED
SPECIAL USE FOR VEHICLE SALES; VARIANCE TO GOOD STANDARD
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSI
Date: OCT 22, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
4510 Browns Bridge Road—Maja (Maya) Radovic Radovic Permits 1, Inc.


ZONING NOTICE

Outlook

Tabled Notice Signs - 4510 browns Bridge Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/26/2026 1:41 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (2 MB)
IMG_2635.jpeg;

From: Colton Brown (Marshals) <cabrown@hallcounty.org>
Sent: Monday, October 26, 2026 1:31 PM
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>
Subject: Re: Tabled Notice Signs - 4510 browns Bridge Rd

Good Afternoon,

I went back out to this property to post the new sign and found 1 sign already on the property with the date reflecting BOC meeting as November 12,2026. Applicant must have took the sign down last week and changed the date and reposted it themselves. Please see photo attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

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

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:
MAJA (MAYA) RADOVIC RADOVIC PERMITS 1, INC.

REQUEST:
REZONE FROM AR-1 TO H-B FOR USES PERMITTED IN H-B;
SPECIAL USE FOR VEHICLE SALES; VARIANCE TO GOOD STANDARDS

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: N/A
Time: N/A

COUNTY COMMISSION
Date: NOV 12, 2026
Time: 6:00 P.M.

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

FOR MORE INFORMATION CALL: (770) 531-6809

HEARING DATE: October 22, 2026

PROPOSED REZONING: AR-1 / R to Highway Business (H-B) (Auto Dealership)

PROPERTY LOCATION: 4510 Browns Bridge Road, Gainesville, GA 30504

PARCEL NUMBER: 08057 002002

*By signing below, we, the undersigned residents and property owners of Hall County, formally declare our strict **OPPOSITION** to the proposed commercial rezoning of 4510 Browns Bridge Road. We object based on severe traffic safety hazards (the 500-foot blind spot), incompatibility with the neighborhood, and inability to meet Hall County UDC transitional buffer requirements.*

#	Printed Name	Signature	Street Address	Email / Phone (Optional)
1	Leslie Muller	Leslie Muller	4592 Lakeview Gainesville,	[redacted]
2	Patricia Cooper → Patricia Cooper	Patricia Cooper	4556 Lakeview Ln. Gville	
3	Don Cooper	Don Cooper	4556 Lakeview Ln Gainsville	
4	KITA ZAKORSKI	Kita Zakorski	4594 LAKEVIEW GAINESVILLE	[redacted]
5	Amelia Wolfer	Amelia Wolfer	4511 Browns Bridge Rd Gainesville, GA 30504	
6	Julie Eidson	Julie Eidson	4646 Lakeview LN Gainesville GA 30504	[redacted]
7	Doug Eidson	Doug Eidson	4646 Lakeview Ln Gainesville, GA 30504	
8	Sue Sciorrotta	Sue Sciorrotta	4591 Lakeview Ln Gainesville, GA 30504	
9	Evelyn Canup	Evelyn M. Canup	4519 Browns Bridge Rd Gainesville, GA	

	PRINT NAME	SIGNATURE	ADDRESS	Email / Phone (optional)
10	STEVE CANUP	[illegible] Canup	4519 Browns Bridge Rd	[redacted]
11	Michele Ensor	Michele Ensor	4423 Flat Creek Dr Gainesville, GA 30504	
12	Brian Pope		4423 Flat Creek Dr Gainesville GA 30504	
13	Rowan Collett	Rowan Collett	4563 Lakeview Road Lane Gainesville GA	
14	Candace Marshall	Candace Marshall	4563 Lakeview Lane Gainesville GA	[redacted]
15	Samuel P. Martin	Samuel P. Martin	4550 Brown's Bridge Rd Gainesville Ga 30504	
16.	Martha Martin		4550 Browns Bridge Rd Gainesville, Ga 30504	
17.	Martha Martin	Martha Martin		
18.	Kathy Kelley	Kathy Kelley	5153 Fourth Colony Dr. Gainesville, GA 30504	
19.	Angie Stephens	Angie Stephens	4539 Lakeview Lane Gainesville, GA 30504	[redacted]
20	Ricky Stephens	Ricky Steph	4539 Lakeview Lane Gainesville, GA	
21	Rhonda King	Rhonda King	4865 Browns bridge Rd Gainesville GA	
22.	David King	David King	4865 Browns Bridge Rd Gainesville GA 30504	

HEARING DATE: October 22, 2026

PROPOSED REZONING: AR-1 / R to Highway Business (H-B) (Auto Dealership)

PROPERTY LOCATION: 4510 Browns Bridge Road, Gainesville, GA 30504

PARCEL NUMBER: 08057 002002

*By signing below, we, the undersigned residents and property owners of Hall County, formally declare our strict **OPPOSITION** to the proposed commercial rezoning of 4510 Browns Bridge Road. We object based on severe traffic safety hazards (the 500-foot blind spot), incompatibility with the neighborhood, and inability to meet Hall County UDC transitional buffer requirements.*

#	Printed Name	Signature	Street Address	Email / Phone (Optional)
1	Leslie Muller	Leslie Muller	4592 Lakeview Gainesville,	[redacted]
2	Patricia Cooper → Patricia Cooper	Patricia Cooper	4556 Lakeview Ln. Gville 4556 Lakeview Ln Gainsville	
3	Don Cooper	Don Cooper		
4	RITA ZAKORSKI	Rita Zakorski	4594 LAKEVIEW GAINESVILLE	[redacted]
5	Amelia Wolfer	Amelia Wolfer	4511 Browns Bridge Rd Gainesville, GA 30504	
6	Julie Eidson	Julie Eidson	4646 Lakeview LN Gainesville GA 30504	[redacted]
7	Doug Eidson	Doug Eidson	4646 Lakeview Ln Gainesville, GA 30504	
8	Sue Sciorrotta	Sue Sciorrotta	4591 Lakeview Ln Gainesville, GA 30504	
9	Evelyn Canup	Evelyn M. Canup	4519 Browns Bridge Rd Gainesville, GA	

	PRINT NAME	SIGNATURE	ADDRESS	Email / Phone (optional)
10	STEVE CANUP	[illegible] Canup)	4519 Browns Bridge Rd	
11	Michele Ensor	Michele Ensor	4423 Flat Creek Dr Gainesville, GA 30504	[redacted]
12	Brian Pope		4423 Flat Creek Dr Gainesville GA 30504	
13	Rowan Collett	Rowan Collett	4563 Lakeview Road Lane Gainesville GA	
14	Candace Marshall	Candace Marshall	4563 Lakeview Lane Gainesville GA	[redacted]
15	Samuel P. Martin	Samuel P. Martin	4550 Brown's Bridge Rd. Gainesville Ga 30504	
16.	Martha Martin		4550 Browns Bridge Rd Gainesville, Ga 30504	
17.	Martha Martin	Martha Martin		
18.	Kathy Kelley	Kathy Kelley	5153 Fourth Colony Dr. Gainesville, GA 30504	
19.	Angie Stephens	Angie Stephens	4539 Lakeview Lane Gainesville, GA 30504	[redacted]
20	Ricky Stephens	Ricky Stephens	4539 Lakeview Lane Gainesville, GA	
21	Rhonda King	Rhonda King	4865 Browns bridge Rd Gainesville GA	
22.	David King	David King	4865 Browns Bridge Rd Gainesville, GA 30504	

HEARING DATE: November 12, 2026

PROPOSED REZONING: AR-1 / R to Highway Business (H-B) (Auto Dealership)

PROPERTY LOCATION: 4510 Browns Bridge Road, Gainesville, GA 30504

PARCEL NUMBER: 08057 002002

By signing below, we, the undersigned residents and property owners of Hall County, formally declare our strict **OPPOSITION** to the proposed commercial rezoning of 4510 Browns Bridge Road. We object based on severe traffic safety hazards (the 500-foot blind spot), incompatibility with the neighborhood, and inability to meet Hall County UDC transitional buffer requirements.

	Printed Name	Signature	Street Address	Email / Phone (Optional)
23	Julie Boothby	Julie Boothby	4911 Flat Creek Dr.	
24	Chris Boothby	Chris Boothby	4911 Flat Creek Dr	
25	PATRICK A. WOLFER	Patrick A. Wolfer	4511 BROWNS BR RD	[redacted]
26	Jade Parker	Jade Parker	4541 lakeview ln	
27	Matthew Parker	Matthew Parker	4541 lakeview ln	
28	Jerry Wetherford	Jerry Wetherford	4362 Spainhill Rd.	
29	Tina Wetherford	Tina Wetherford	4362 Spainhill Rd	[redacted]
30	Isaac Bagwell	Isaac Bagwell	5325 Raintree Trl	[redacted]
31	Donna McFall	Donna McFall	5201 Cozy Cove Dr	
32	Sandy Watson	Sandy Watson	4625 Weatherford Rd	[redacted]
33	CRAIG WATSON	Craig Watson	4615 WEATHERFORD RD	
34	Alexandra Orman	Alexandra Orman	4596 Lakeview Ln	[redacted]

HEARING DATE: November 12, 2026

PROPOSED REZONING: AR-1 / R to Highway Business (H-B) (Auto Dealership)

PROPERTY LOCATION: 4510 Browns Bridge Road, Gainesville, GA 30504

PARCEL NUMBER: 08057 002002

By signing below, we, the undersigned residents and property owners of Hall County, formally declare our strict **OPPOSITION** to the proposed commercial rezoning of 4510 Browns Bridge Road. We object based on severe traffic safety hazards (the 500-foot blind spot), incompatibility with the neighborhood, and inability to meet Hall County UDC transitional buffer requirements.

	Printed Name	Signature	Street Address	Email / Phone (Optional)
		Valeria Holbrook		
35	Valeria Holbrook -		4721 Browns Bridge Rd. 30504	
36	Makenzie Evans	Makenzie Evans	4571 Browns Bridge Rd	
37	James Greer	James Greer	4571 Browns Bridge R	
38	JOHN DUGGAN	John Dugga	4656 BROWNSBRIDGE R	
39	Brandon Whitmire		5358 Whitmire Dr	
40	Mike Moses -	Mike Moses	4645 Weatherford dr	
41	Emileigh Posten -		5358 Whitmire dr	
42	Kenneth Helfrich		4670 Weatherford Rd	
43	Butch Lark		5358 whitmire dr	

HEARING DATE: November 12, 2026

PROPOSED REZONING: AR-1 / R to Highway Business (H-B) (Auto Dealership)

PROPERTY LOCATION: 4510 Browns Bridge Road, Gainesville, GA 30504

PARCEL NUMBER: 08057 002002

By signing below, we, the undersigned residents and property owners of Hall County, formally declare our strict **OPPOSITION** to the proposed commercial rezoning of 4510 Browns Bridge Road. We object based on severe traffic safety hazards (the 500-foot blind spot), incompatibility with the neighborhood, and inability to meet Hall County UDC transitional buffer requirements.

	Printed Name	Signature	Street Address	Email / Phone (Optional)
44	Scot Orman		4596 Lakeview Ln	[redacted]
45	Lewis Miller		4592 Lakeview	

Print

Board of Commissioners Voting Meeting Comments - October 22, 2026 - Submission #153357

Date Submitted: 10/20/2026

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

First Name*

Amelia

Last Name*

Wolfer

Address1*

4511 Browns Bridge Road

Address2

City*

Gainesville

State*

Ga

Zip*

30504

Item for Comment*

4510 Browns Bridge 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*

I am Amelia Wolfer and I am writing to oppose a rezoning of 4510 Browns Bridge Road. I have lived at 4511 Browns Bridge Road, Gainesville on the south side of Browns Bridge and east of Lakeview Lane for 40 years. I am diagonally across from the proposed rezoning for 4510 Browns Bridge Road. The proposed use for this property is vehicle sales. I have major concerns about the increased hazard risk this development would cause.
1. The intersection of Lakeview Lane and Browns Bridge is already a dangerous area due to extreme limited site distance both when entering and exiting Browns Bridge Road. (I am attaching a photo for illustration purposes.) As dangerous as this is, the situation of the proposed property is even worse. It is impossible to see around the sharp curve from the proposing property and the danger of pulling out is tremendously increased.
2. Due to the heavy volume of traffic on Browns Bridge Road, there is already a history of traffic accidents which cause significant delays on a regular basis.
3. There are a number of car sales already on Browns Bridge within two miles of this property. Multiple times, I have witnessed car haulers stopping to unload cars in the road which adds to the increased hazards.
Therefore, I am in complete opposition to the rezoning of the proposal for 4510 Browns Bridge Road, vehicle sales.

Amelia Wolfer

Please write your comments in the box above.

File Upload

Choose File No file chosen

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

Follow-up Communication

[redacted]

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


Lakeview LN
4500

Print

Board of Commissioners Voting Meeting Comments - October 22, 2026 - Submission #153480

Date Submitted: 10/20/2026

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

First Name*

Angie

Last Name*

Stephens

Address1*

4539 Lakeview Lane

Address2

City*

Gainesville

State*

GA

Zip*

30504

Item for Comment*

4510 Browns Bridge 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*

To Whom It May Concern,

I am writing to oppose the rezoning of 4510 Browns Bridge Road from Agricultural Residential 1 to Highway Business. I am concerned about traffic safety if a vehicle sales business is approved at this location. I have lived near this property almost all my life as a child and an adult. My name is Angie Stephens, and I live on Lakeview Lane which is across the street from the property in question. The blind curve in this area causes me and others anxiety whenever pulling on and off Browns Bridge Road. The property in question has even more hazards because of the sharp curve and steep hill adjacent to the proposed business. In addition, approaching east bond traffic has no warning of cars entering Browns Bridge Road from the property. The curve is more severe than is indicated on the map sent out. I am attaching a video (taken from the front passenger's seat) heading east with the proposed business on the left as well as pictures from the easternmost point that demonstrates the sight limitations from the 4510 property.
Also, there are three other car lots within a mile of this area. Car haulers are unloaded right on the edge or partially in Browns Bridge Road at these businesses. The need to unload vehicles at 4510 will be even more dangerous because of the curve.
I also have concerns about what will happen when Browns Bridge Road is widened. Will the county take right of way land from the elderly lady that has lived in her home across the road over taking land from a new business that has opened? I know she has lived there longer than I've been alive, which is 62 years.
It saddens me every time I hear about another accident on Browns Bridge Road. The number of accidents continue to increase each year along with the number of casualties. The road is often shut down for hours due to accidents. I ask you, please, do not approve this rezoning because of the high probability it will contribute to even more accidents and casualties on Browns Bridge Road.

Sincerely,
Angie Stephens

Please write your comments in the box above.

File Upload

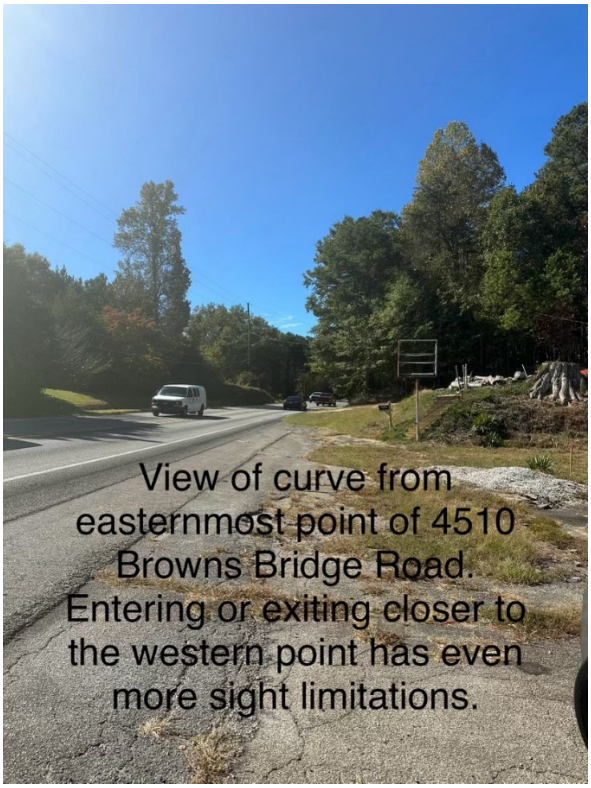
video for 4510 Browns Bridge Road rezoning opposition.MOV

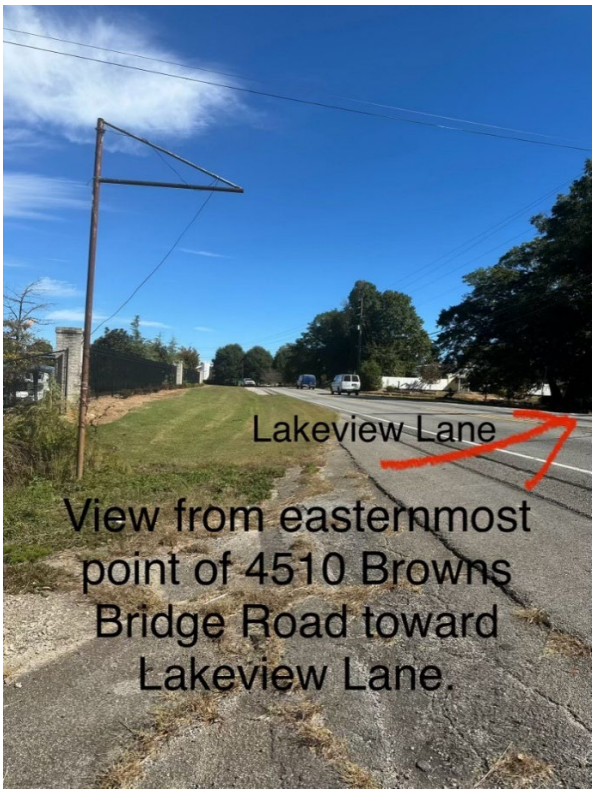
If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Please email me or call me to let me know if two attached files came through correctly. One attachment is a word document with three pictures and the other is a video. I would also like to know if the property at 4510 Browns Bridge Road is still on the agenda for Thursday, October 22nd. I heard from a neighbor it will not be on the agenda due to a lawsuit filed against the property owner of 4510 Browns Bridge Road by an adjoining property owner. My email address is [redacted] and my cell number is [redacted]. Thank you for your time.

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.


View of curve from easternmost point of 4510 Browns Bridge Road. Entering or exiting closer to the western point has even more sight limitations.


Lakeview Lane
View from easternmost point of 4510 Browns Bridge Road toward Lakeview Lane.


View from Lakeview Lane

Jennifer Rivera (Administration)

From: Kaitlyn Elliott (Planning)
Sent: Wednesday, October 21, 2026 8:32 AM
To: [redacted]
Cc: Jennifer Rivera (Administration); Lynn Taylor (Planning)
Subject: Public Comment for 4510 Browns Bridge Rd

Good morning,

The only attachment included with the comment was the video. Please provide the additional attachment when you are able.

This application is scheduled for the October 22 meeting; however, we will be requesting that it be tabled to the November 12 meeting, as the property currently has an active code enforcement complaint. The property owner is working with the Public Works Department to resolve the issue.

If there is a lawsuit, that would be a civil matter in which the County is not involved.

Please let me know if I can assist further.

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.

Print

Board of Commissioners Voting Meeting Comments - Nov 12, 2026 - Submission #155997

Date Submitted: 11/10/2026

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

First Name*

Angie

Last Name*

Stephens

Address1*

4539 Lakeview Lane

Address2

City*

Gainesville

State*

GA

Zip*

30504

Item for Comment*

4510 Browns Bridge 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*

Please add this comment to the comment I sent on October 20th or 21st:
The property in question is only three miles from the Hall County Government building. I know each of you voting are busy, but I ask you to please drive past the location at 4510 Browns Bridge Road heading toward Cumming and then back toward Gainesville prior to your voting. Then, ask yourself how comfortable you would be if one of your family members had to travel this area almost daily knowing the number of vehicles entering and exiting this location could be increasing. Neighbors always worried about Mr. and Mrs. Kanaday, which lived in the house for years, pulling in and out from their home with many near accidents. Traffic has increased greatly since those days. If a business is permitted at this location, then the number of vehicles entering and exiting this location will increase. This will most likely add to the high number of accidents that occur often on Browns Bridge Road because of the limited view due to the sharp curve and steep hill on the adjacent property. I ask you to please vote no to this rezoning for the safety of all that travel Browns Bridge Road.
Thank you,
Angie Stephens

Please write your comments in the box above.

File Upload

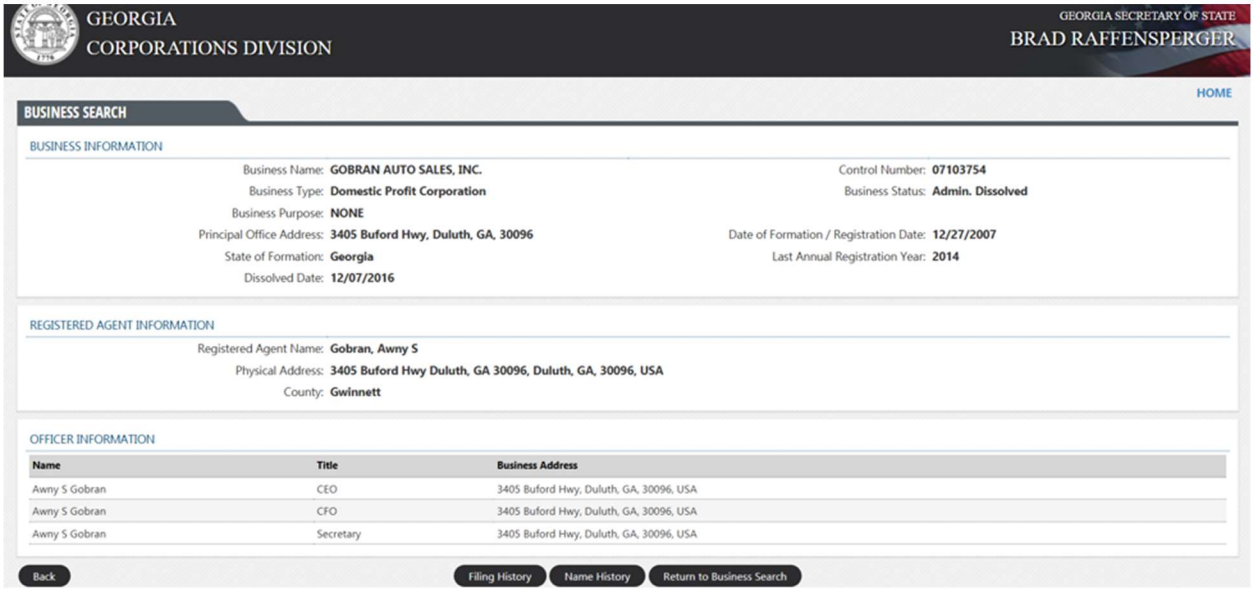
admin resolve.docx

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

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.

FYI: If I understand this information correctly, Awny S. Gobran, the property owner of 4510 Browns Bridge Road, already had one business shut down by the state of Georgia.



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**GOBRAN AUTO SALES, INC.**	Control Number:	**07103754**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Admin. Dissolved**
Business Purpose:	**NONE**		
Principal Office Address:	**3405 Buford Hwy, Duluth, GA, 30096**	Date of Formation / Registration Date:	**12/27/2007**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2014**
Dissolved Date:	**12/07/2016**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Gobran, Awny S**
Physical Address:	**3405 Buford Hwy Duluth, GA 30096, Duluth, GA, 30096, USA**
County:	**Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Awny S Gobran	CEO	3405 Buford Hwy, Duluth, GA, 30096, USA
Awny S Gobran	CFO	3405 Buford Hwy, Duluth, GA, 30096, USA
Awny S Gobran	Secretary	3405 Buford Hwy, Duluth, GA, 30096, USA

Back | Filing History | Name History | Return to Business Search

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 757/2026

SUBJECT: **4510 Browns Bridge Road | Special Use |** to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle Sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends APPROVAL of the applicant's request with the following conditions, as the proposed use meets the standards of the UDC:

1. The property shall be developed in accordance with the site plan dated June 30, 2026, and as described in the project narrative dated August 21, 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:

4510 Browns Bridge Road | Special Use | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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
LT	LT	JL	CR
Clerk			
JR			

Attachments:

See Rezone for Application Items

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) 4510 Browns Bridge Road | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(B) 4510 Browns Bridge Road | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(C) 4510 Browns Bridge Road | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 758/2026

SUBJECT: **4510 Browns Bridge Road | Variance to Section 6.2 |** to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 **| Proposed Use: Vehicle sales |** Commission District 2 **| Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL as no hardship exists pursuant to Section 11.1.1.D.11.

Purpose of Request:

4510 Browns Bridge Road | Variance to Section 6.2 | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle sales |** Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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
LT	LT	JL	CR
Clerk			
JR			

Attachments:

See Rezone for Application Items

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) 4510 Browns Bridge Road | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(B) 4510 Browns Bridge Road | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(C) 4510 Browns Bridge Road | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 759/2026

SUBJECT: **2109 Microwave Tower Road | Rezone |** from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Second single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL of the applicant's request, as the proposed zoning is not consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.

However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Retroactive building permits shall be obtained for all structures built without permits.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

2109 Microwave Tower Road | Rezone | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Second single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, 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
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Building Inspections Comment
Public Comment
Notice Sign
Updated Notice Sign
Email from Planning - Questions from Work Session - Microwave Tower

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Hermelinda Sica de Ajanel

Request ..... (A) **Rezone** | from Agricultural Residential 1 (AR-1) to Residential Two-Family (R-TF)
(B) **Variance to Section 4.4** | to reduce minimum yards
(C) **Variance to Section 7.8.11** | to reduce minimum yards

Proposed Use ..... (A) Second single-family dwelling
(B) Single-family dwelling
(C) Keeping of livestock and poultry

Size ..... 1.68± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1)
Proposed: Residential Two-Family (R-TF)

Location ..... **2109 Microwave Tower Road |** Tax Parcel 15032 000005

Commission District ..... Three

Commission Date ..... October 22, 2026

Staff Recommendation ..... (A) **Denial,** as the proposed zoning is not consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.
(B) **Denial**, as no hardship exists pursuant to the criteria of 11.1.1.D.11.
(C) **Denial**, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

Record Number..... (A) HZON26-0023
(B) HVAR26-0043
(C) HVAR26-0044

(A) (B) & (C) Staff recommends <u>DENIAL</u> of the applicant's requests. However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Retroactive building permits shall be obtained for all structures built without permits.

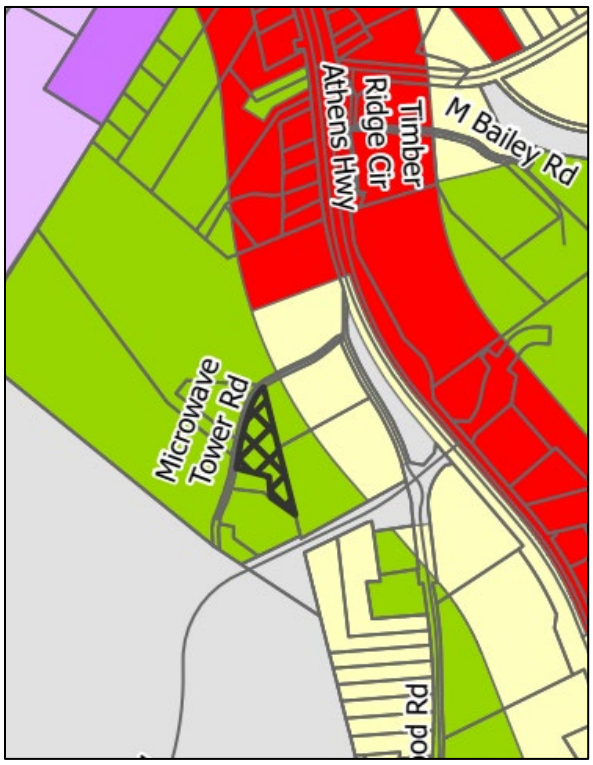
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant has submitted three concurrent requests: (A) to rezone a 1.68± acre tract from Agricultural Residential 1 (AR-1) to Residential Two-Family (R-TF) for a second single-family dwelling; (B) a variance to reduce the minimum yards for the original single-family dwelling; and (C) a variance to reduce the minimum yards for the keeping of livestock and poultry.

The surrounding properties are zoned and developed as outlined below:

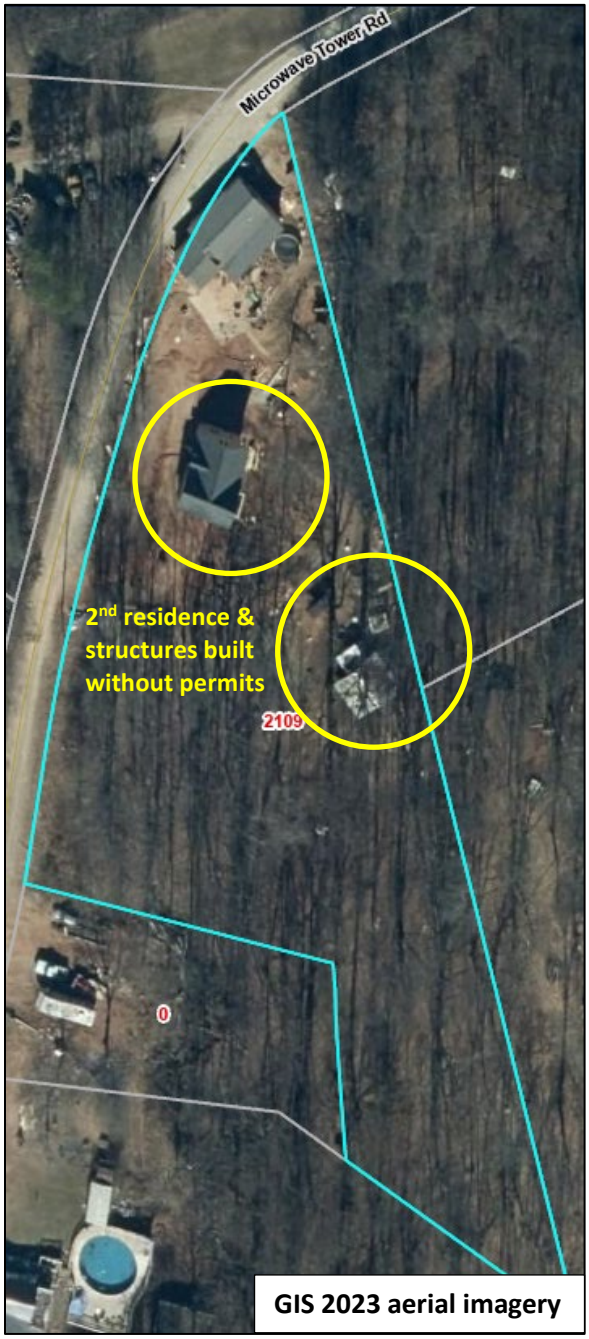
North: Agricultural Residential (AR-1) & Residential 1 (R-1): single-family residence & cell tower
East: Agricultural Residential (AR-1) & Residential 1 (R-1): single-family residence
South: Agricultural Residential 1 (AR-1): single-family residence
West: Agricultural Residential 1 (AR-1): single-family residence & junk yard



The property is currently developed with two residences. Historic aerial imagery indicates that a residence was present on the property as far back as the early 1960's, and subsequent Geographical Information Systems (GIS) imagery shows that this structure was expanded more than once between 2018 and 2025. This structure is currently recognized as built in 2019 according to the Hall County Tax Assessor records. A retroactive building permit to allow an existing deck to be converted into a screened porch was approved in 2019; however, the permit expired (RES2019-00854). It was noted in this permit that the structure encroached into the right-of-way.

The second residence first appears in aerial imagery in 2023 and is identified in the Hall County Tax Assessors' records as a 2025 residence. There is no record of a building permit for this structure, nor are there permits on file for the three animal structures located on the property. Below are GIS aerial images that further illustrate and support the information described above.





The property additionally has a record of two code enforcement cases, including a 2019 violation involving storage of junk materials, trash, and building without permits (COD2019-00069) and a 2026 case pertaining to two residential structures on one parcel (HENF26-0483).

Collectively, these records reflect ongoing development activity on the property, along with several instances where construction occurred without required approvals and in conflict with established setback requirements.

Water service is currently provided by the City of Gainesville, and sanitary sewer services are provided by on-site septic.

Rezoning:

The applicant has submitted a request to rezone a 1.68±-acre tract from Agricultural Residential-1 (AR-1) to Residential Two-Family (R-TF) to allow a second single-family dwelling. The R-TF district requires a minimum lot size of 35,000 square feet and permits a maximum density of two dwellings per lot.

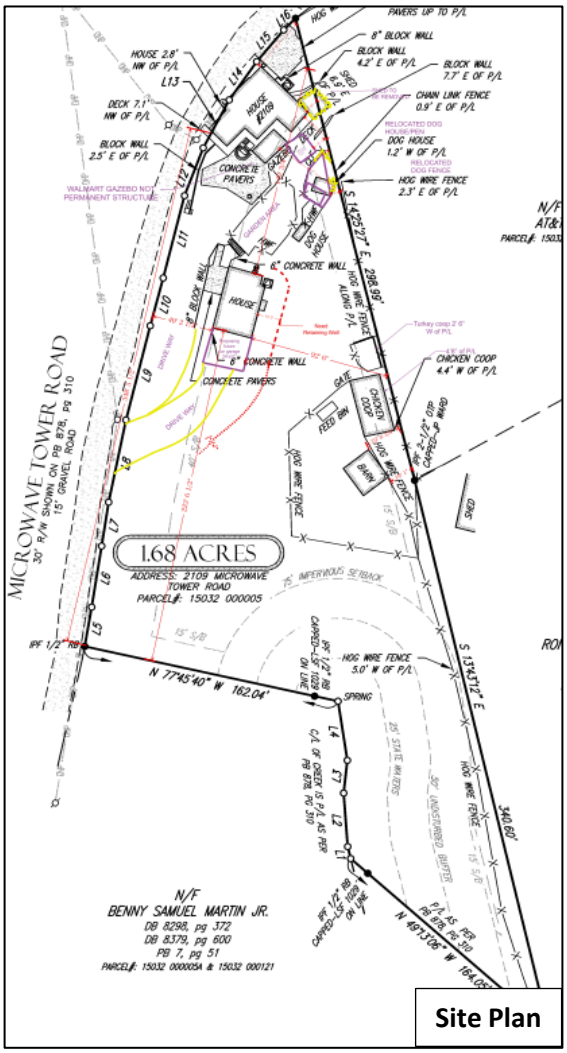
Per the submitted narrative, the applicant is requesting rezoning of the property to the Residential Two-Family (R-TF) district to allow a second residence. The applicant states three options were considered to bring the property into compliance: acquiring additional adjoining land, subdividing the existing property, or rezoning to R-TF. The first two options were determined to be infeasible as the purchase of additional property was not possible and the property is not large enough to subdivide under AR-1 standards. Rezoning to R-TF is identified by the applicant as the only option.

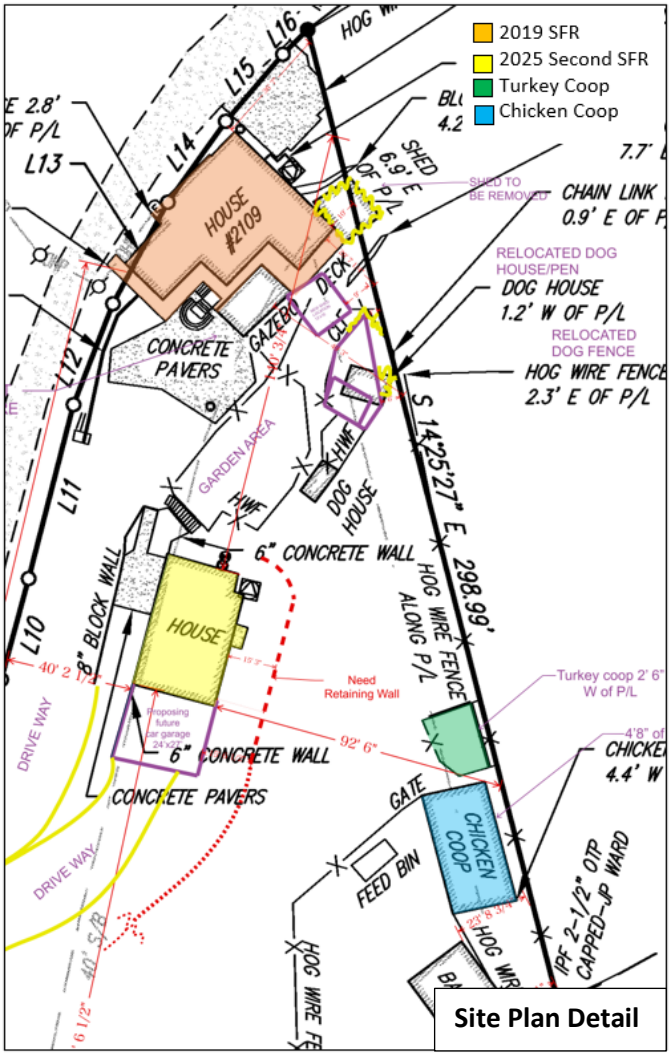
The submitted site plan shown below identifies two residential structures (shown in orange and yellow), multiple accessory structures including a gazebo, shed, turkey coop (shown in green), chicken coop (shown in blue), barn, and fencing. The site plan documents all structure locations in relation to property boundaries, noting several setback encroachments.

The site plan notes that the shed adjacent to the original single-family dwelling that crosses the property line will be removed.



GIS 2025 aerial imagery

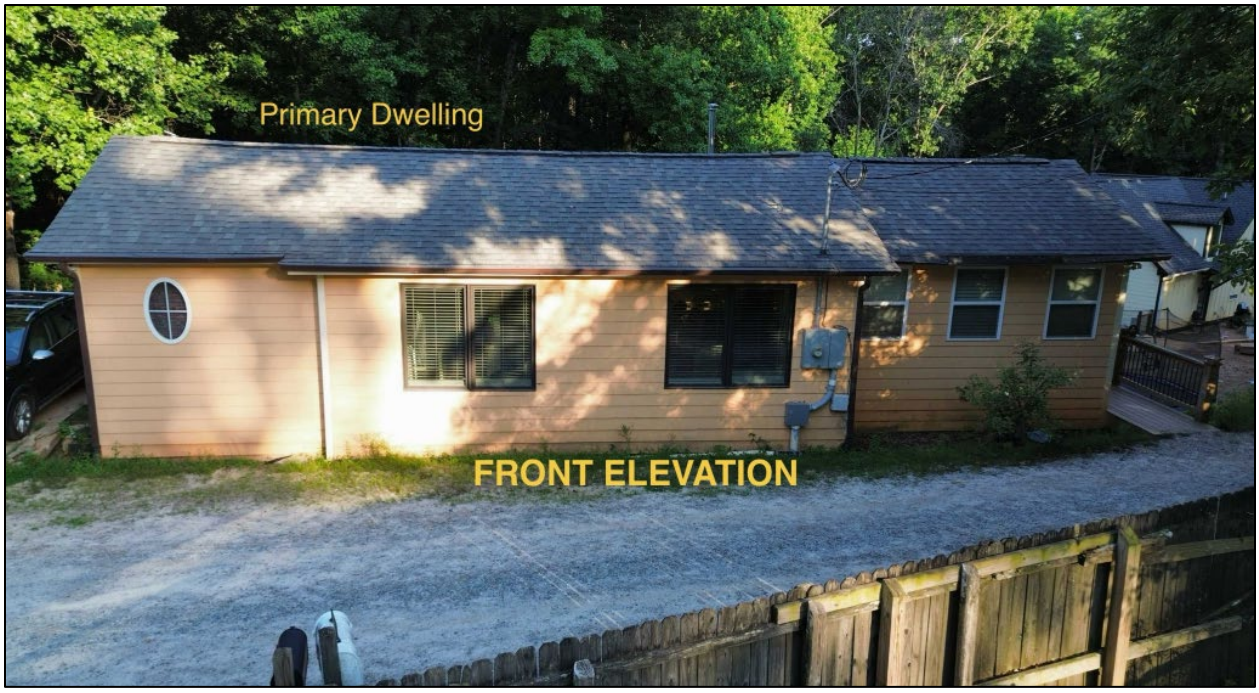




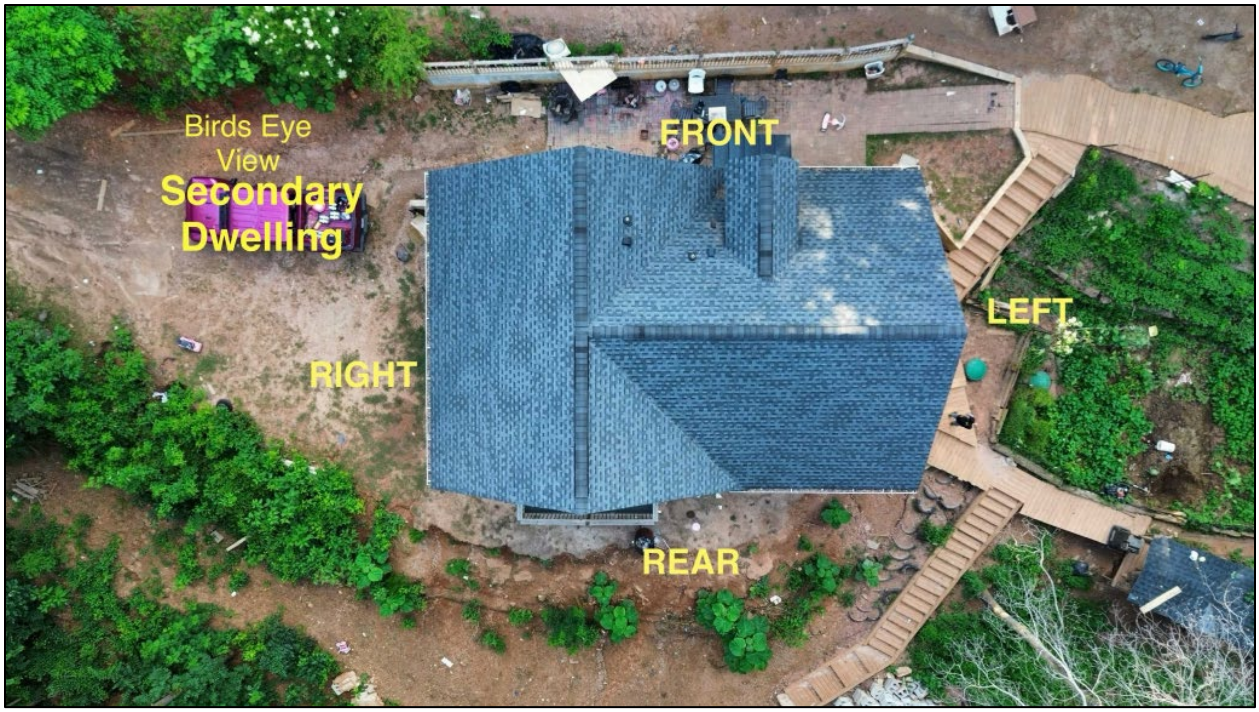
The elevations submitted by the applicant reflect the current appearance of the two residences on the property.


Birds eye view
Gravel Dirt Road
Drive way #1
Drive way #2
Secondary Dwelling
Primary Dwelling
Gravel Dirt Road
Gardin Area
Small Parking Area
Shed Demolished
Dog House


Angled view of both Duellings and graveled Dirt Road


Primary Dwelling
FRONT ELEVATION


Primary Dwelling
REAR ELEVATION


Birds Eye
View
Secondary
Dwelling
FRONT
LEFT
RIGHT
REAR


Secondary
Dwelling
FRONT
ELEVATION



Variance - Setbacks

Three (3) variances related to setback standards will be required if the site plan, as presented, is approved.

- Front yard setback requirement of 40 feet as found in Section 4.4 for the Residential Two-Family (R-TF) zoning district.
    - A front yard setback of 0 feet with an additional encroachment of 7 feet into the right-of-way for the original single-family residence.
- Side yard setback requirement of 10 feet as found in Section 4.4 for the Residential Two-Family (R-TF) zoning district.
    - A side yard setback of 6 feet along the east property line to allow for the unpermitted expansion of the original single-family residence.
- Side yard setback requirement of 10 feet as found in Section 4.4 for the Residential Two-Family (R-TF) zoning district.
    - A side yard setback of 9 feet along the east property line to allow a new shed.

Variance – Keeping of Livestock and Poultry

Three (3) variances related to Keeping of Livestock and Poultry standards will be required if the site plan as presented is approved.

- Section 7.8.11.B.3 – Structures or buildings for the keeping of animals must be at least 100 feet from any property line.
    - A side yard setback of 2 feet along the east property line to allow for turkey coop.
    - A side yard setback of 4 feet along the east property line to allow for chicken coop.

- A side yard setback of 16 feet along the east property line to allow for chicken coop.

Comprehensive Plan Analysis

Based on the future land use plan, staff finds the rezoning request *is not 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; **While the proposed rezoning is not supported by the Comprehensive Plan, the residential nature of the proposed use could be considered appropriate for the physical development pattern of the surrounding area.**

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.**

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 second single family dwelling cannot be permitted without approval of the rezoning by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **While the proposed rezoning is not supported by the Comprehensive Plan, the residential nature of the proposed use could be considered appropriate for the physical development of the area.**

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.

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff have not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is developed with two residences, the first established in the 1960's with expansions between 2018 and 2025. The second residence was built around 2023 without a building permit.**

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 are 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 create an isolated district unrelated to the surrounding developments and districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county 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 Two-Family zoning based on the Future Land Use Map; however, the current development for two residential dwellings on one lot 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.**

(B) Zoning Analysis – Variance to Section 4.4, R-TF Dimensional Standards

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **The applicant has repeatedly expanded the original single-family dwelling without permits. As this original home appears to have been constructed within the road right-of-way, recognizing the front yard setback of zero is reasonable. While the applicant states that there are topographical issues related to the property, expansion of the dwelling could have been accommodated in a manner that respects the side yard setback. In addition, the proposed new shed can be modified in size and location to comply with setbacks.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **Strict application of the setback standards with respect to the single-family dwelling would require demolition of a portion of the structure. However, strict application of the setback standards to the proposed new shed would not create unusual hardship as the structure can be modified in size and location to meet setbacks. The applicant has not demonstrated that compliance with the setback requirement for the shed would prevent reasonable use of the property.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **While the property does have challenging terrain, the applicant has not demonstrated that these conditions are not common to other properties in the neighborhood. While the original residence was constructed within the right-of-way, the need for the side yard setback is a result of an unpermitted expansion rather than a condition peculiar to the lot. The need for a side yard setback variance for a proposed shed is a preference of the property owner and not a condition peculiar to the lot. Therefore, strict application of the UDC does not deprive the property of rights commonly enjoyed by other similarly zoned properties.**

4. Such conditions are not the result of any actions of the property owner**; While the front setback variance request is not the result of an action of the property owner, the request for a side yard setback variance is self-imposed.**

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, is not expected to result in substantial detriment to the public good. However, the requested side yard setback requests are not property-specific hardships and approval would effectively grant a special privilege and would be inconsistent with the intent of the UDC.**

(C) <u>Zoning Analysis</u> – Variance to Section 7.8.11, Keeping of Livestock and Poultry

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **While the property does contain areas of steep topography, the properties dimensions cannot accommodate the 100-foot setback requirement from all property lines for structures used for the keeping of livestock and poultry.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **The strict application of the requirements of this UDC prevents the placement of livestock and poultry structures on this property because its dimensions cannot accommodate the required 100-foot setback. However, the inability to keep livestock or poultry does not constitute an unusual hardship, as it does not prevent the property from being used reasonably for residential purposes.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **The conditions peculiar to this property are its dimensions, however, this does not justify structures for the keeping of livestock and poultry from meeting the required setback.**

4. Such conditions are not the result of any actions of the property owner**; The placement of the unpermitted structures for the keeping of livestock and poultry are the direct result of the actions of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this 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, is not expected to result in substantial detriment to the public good. However, the requested setback reductions conflict with the purpose and intent of the UDC, which is to maintain consistent separation standards for livestock and poultry structures.**

<u>Development Support and Constraints</u>

Hall County Environmental Health
In a memorandum dated September 17, 2026, the Hall County Environmental Health Department stated, "Must meet all residential permitting requirements. Please note that BOC approval does not imply approval from other county departments."

Georgia Department of Transportation
In an email dated September 21, 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 23, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
No comment.

Traffic:
There are no traffic concerns with the requested second single-family dwelling unit or request to keep livestock and poultry.

Utilities:
This location is within the City of Gainesville sewer district.

Hall County Fire Marshal
In a memorandum dated September 18, 2026, the Hall County Fire Marshal's Office provided the following comments:

(A) The Hall County Fire Marshal's Office has no comments regarding the R-TF rezone.
(B) & (C) The Hall County Fire Marshal's Office has no comments.

Hall County Building Inspections
In a memorandum dated September 21, 2026, Barry Shaw, Interim Director of Development Services, provided the following comment:

- Applicant received permit for existing 1 Story SFR on Crawlspace with 2 Bedrooms, 1 Bathroom and screened porch (RES2019-00854). Retroactive fees were not collected at the time of permitting. Build finals were passed, although a CO was never issued. There is also an unpermitted residential structure, 2 unpermitted outbuildings and additional renovations/additions have been made to primary residence as depicted on GIS.

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)

Hermelinda sica de Ajanel
2109 microwave Tower Rd. Gainesville
GA 30507

Phone [redacted]

Email Address [redacted]

Property Owner (Name & Mailing Address)

Betty Jean Martin
2109 microwave Tower Rd
Gainesville GA 30507

Phone [redacted]

Email Address

Proposed Use Second dwelling, for habital purposes

Contact Person (Name & Mailing Address)

Norma Ajanel
2109 microwave Tower Rd
Gainesville GA 30507

Phone [redacted]

Email Address [redacted]

Status of Applicant

Y Owner
(Y) Option to Purchase
Y Area Resident
Y Other

Requested Action

Existing Zoning: AR-1
Rezone to: R-TF
Fee:$
Receipt #:
Check #:

Tax Parcel Number 150320000005 Acreage 1.78 acres
Location Address 2109 microwave Tower Rd Gainesville GA

I hereby certify that the above information and all attached information are true and correct.

Print: Hermelinda sica de Ajanel Date: 06/16/26
Sign: Hermelinda sica de Ajanel Date: 06/16/26

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
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Hermelinda sica de Ajanel
2109 microwave tower Rd
Gainesville GA 30507

Phone [redacted]

Email Addres [redacted]

Property Owner (Name and Mailing Address)

Betty Martin
2109 microwave Tower Rd
Gainesville GA 30507

Phone _____

Email Address _____

Location of Property Gainesville GA Hall County

Present Zoning AR-1 Existing Structures primary structure, secondary structure Doghouse, Chicken coop "household use"

Type of Appeal:

- ✓ Setback Variance — ___ Front Yard — From ___ ft. to ___ ft.
- ___ Road Frontage Variance — ___ Right Side Yard — From ___ ft. to ___ ft.
- ___ Sign Variance — ___ Left Side Yard — From ___ ft. to ___ ft.
- ___ Hardship Mobile Home — ___ Rear Yard — From ___ ft. to ___ ft.
- ___ GCOD Variance — ___ Road Frontage — From ___ ft. to ___ ft.
- ___ Other: _____ — ___ Sign Area — From ___ ft. to ___ ft.
- ___ Sign Height — From ___ ft. to ___ ft.
- ___ Doctor's Letter
- ___ Terms Agreement

Supporting Documents:

- ✓ Plat of Property
- ___ Deed of Property
- ___ Hardship Statement
- ✓ Site Plan
- ✓ Floor Plans
- ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Print Hermelinda sica de Ajanel — Date 07/29/26

Sign Hermelinda Sica de Ajanel — Date 07/29/26

I hereby withdraw this application. — Date 07/29/26

Sign _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Hermelinda sica de Ajanel
2109 microwave tower Rd
Gainesville GA 30507

Phone [redacted]

Email Address [redacted]

Property Owner (Name and Mailing Address)

Betty Martin
2109 microwave Tower Rd
Gainesville GA 30507

Phone _____

Email Address _____

Location of Property Gainesville GA Hall County

Present Zoning AR-1 Existing Structures primary structure, secondary structure Doghouse, Chicken coop "household use"

Type of Appeal:

✓	Setback Variance	___	Front Yard	From ___ ft. to ___ ft.
___	Road Frontage Variance	___	Right Side Yard	From ___ ft. to ___ ft.
___	Sign Variance	___	Left Side Yard	From ___ ft. to ___ ft.
___	Hardship Mobile Home	___	Rear Yard	From ___ ft. to ___ ft.
___	GCOD Variance	___	Road Frontage	From ___ ft. to ___ ft.
___	Other: _____	___	Sign Area	From ___ ft. to ___ ft.
		___	Sign Height	From ___ ft. to ___ ft.
		___	Doctor's Letter	___ Terms Agreement

Supporting Documents:

✓	Plat of Property	✓	Site Plan
___	Deed of Property	✓	Floor Plans
___	Hardship Statement	___	Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Print Hermelinda sica de Ajanel Date 07/29/26

Sign Hermelinda Sica de Ajanel Date 07/29/26

I hereby withdraw this application. Date 07/29/26

Sign _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Betty J Martin

Address 2109 microwave tower Rd
Gainesville GA

Phone Number [redacted]

Name of applicant(s) Hermelindasica de Ajanel

Address 2109 microwave tower Rd
Gainesville GA

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)

Betty J Martin, Hermelinda Sica AJANEL

Personally appeared before me

Betty Martin, Hermelinda Sica de Ajanel

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

Victoria Funderburk
Notary Public

VICTORIA FUNDERBURK NOTARY PUBLIC DAWSON COUNTY GEORGIA MY COMMISSION EXPIRES 09/30/2028

7/29/2026
Date

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): N/A Office: N/A

Dollar Amount: zero Date of Contribution: NA

Applicant's/Owner's Signature: Betty J Martin **Date:** 07/29/26

Applicant's/Owner's Name (Printed): Betty Martin

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): N/A Office: N/A

Dollar Amount: Zero Date of Contribution: N/A

Applicant's/Owner's Signature: Hermelinda Sica de Ajcanel **Date:** 07/15/2026

Applicant's/Owner's Name (Printed): Hermelinda Sica de Ajcanel

June 16, 2026

To:
The Hall County Board of Commissioners
and the Hall County Planning & Zoning Department
Gainesville, Georgia

Re: Request for Consideration of Rezoning – 2109 Microwave Tower Road, Gainesville, GA 30504

Dear Members of the Board and Planning & Zoning Department,

I respectfully submit this letter in support of my request for the rezoning of my property located at **2109 Microwave Tower Road, Gainesville, Georgia 30504**.

After meeting with and receiving guidance from the Hall County Planning & Zoning Department, I have taken the time to better understand the current zoning classification of my property, which is designated as **AR-1**, as well as the available options for bringing the property into compliance with county regulations.

During these discussions, three potential paths were presented:

1. **Acquiring additional adjoining property** to satisfy the acreage requirements for two dwelling units. While I appreciate this option, it is unfortunately not feasible due to the financial burden and the practical challenges associated with acquiring neighboring land.
2. **Subdividing the existing property into two separate lots.** However, because of the unique geotechnical characteristics and layout of the land, it would be extremely difficult, if not impossible, to create two appropriately sized lots with practical and compliant property boundaries.
3. **Rezoning the property to an R-TF classification.** After carefully considering all available alternatives, I sincerely believe that this option is the most reasonable and appropriate solution. I understand that an R-TF zoning designation carries its own requirements and responsibilities, and I am fully committed to complying with all applicable ordinances, standards, and regulations associated with that classification.

I would also like to respectfully acknowledge the circumstances that brought us to this point. My family and I genuinely believed that because we owned the property, we had the ability to make certain improvements and decisions regarding its use. We now understand that property ownership carries with it the responsibility to comply with local zoning ordinances and development regulations. Our misunderstanding was never intended to disregard the law or the authority of the County, but rather stemmed from a lack of knowledge and experience with the zoning process.

I humbly ask for your understanding and compassion as you consider this request. This matter is deeply important to my family, and we are not seeking special treatment, but rather the opportunity to correct our mistake and move forward in a way that is consistent with the County's regulations and planning goals. We are committed to being responsible property owners and good members of the community.

On behalf of my family, I respectfully request that the Board and the Planning & Zoning Department give favorable consideration to the rezoning of our property to **R-TF**. We are sincerely grateful for the time, guidance, and consideration you have already provided, and we appreciate the opportunity to work with Hall County toward a compliant and appropriate resolution.

Thank you for your time, understanding, and thoughtful consideration of this request.

Respectfully submitted,

Hermelinda Ajanel Sica and Norma Ajanel
Property Owner
2109 Microwave Tower Road
Gainesville, GA 30504

HALL COUNTY - STATEMENT OF HARDSHIP

Property: 2109 Microwave Tower Road, Gainesville, Georgia

Variance Request: Front and Side Yard Setback Variances - Existing Residence and Accessory Structures

1. Extraordinary and exceptional conditions pertaining to the particular property because of its size, shape, or topography.

The subject property has a unique physical layout and topography, including substantial slopes, changes in elevation, and natural runoff conditions. The existing primary dwelling and accessory structures were established within the limited portions of the property that can reasonably accommodate improvements while working with the land's natural grade. These physical conditions restrict the practical locations available for structures and contribute to the existing front and side yard setback conditions.

2. Application of the requirements to this particular property would create an unusual hardship.

Strict application of the front and side yard setback requirements to the existing improvements would require substantial relocation, alteration, or removal of established structures. Because of the property's sloped terrain and runoff conditions, relocating improvements could also require additional grading, drainage work, or retaining measures and would create greater disturbance to the property than allowing the existing conditions to remain.

3. The conditions are peculiar to this particular property and are not common to other properties in the neighborhood.

The requested relief is tied to the specific physical characteristics and existing configuration of this parcel. The property's steep terrain, elevation changes, runoff patterns, and limited manageable areas affect where improvements can reasonably be located. The variance is requested to address these existing conditions on this particular property rather than to create a broader development privilege.

4. The conditions are not the result of actions of the property owner.

The steep terrain, changes in elevation, and natural runoff conditions are existing physical characteristics of the land and were not created by the property owner. The applicant is working in good faith with Hall County to address the existing setback conditions and bring the property through the appropriate zoning, variance, permitting, and inspection processes.

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the zoning regulations.

Granting the requested front and side yard setback relief would allow the existing residential use and accessory structures to remain without substantial additional disturbance to the sloped property. The request does not propose a commercial use or an increase in intensity and is not intended to negatively affect neighboring properties, public safety, or the character of the surrounding area. Approval would allow the applicant to continue working with Hall County toward compliance

HALL COUNTY - STATEMENT OF HARDSHIP

Property: 2109 Microwave Tower Road, Gainesville, Georgia

Variance Request: Reduction of 100-Foot Setback for Keeping of Livestock - Existing Chicken and Turkey Coops

1. Extraordinary and exceptional conditions pertaining to the particular property because of its size, shape, or topography.

The property has unusually steep and varied topography, with significant slopes and natural stormwater runoff. There are limited areas that provide reasonably level and stable ground suitable for safely keeping the chickens and turkeys. The existing coop area is within one of the manageable portions of the property where the natural grade could be minimally adjusted. Approximately 8 inches of soil is retained within the coop area to provide the animals with a reasonably flat and stable surface rather than placing them on sloping ground.

2. Application of the requirements to this particular property would create an unusual hardship.

Strict application of the 100-foot livestock setback would require relocating the coops to other portions of the property that are significantly sloped and affected by runoff. Establishing another safe, level location could require substantial grading, drainage improvements, or retaining measures, potentially involving additional permits and greater disturbance to the natural terrain. The existing location allows the coops to function on stable ground with comparatively minimal alteration of the property.

3. The conditions are peculiar to this particular property and are not common to other properties in the neighborhood.

The hardship is directly related to the unique topography of this parcel. Significant changes in elevation, sloped terrain, and runoff conditions limit the areas where a reasonably flat and stable animal enclosure can be maintained. The existing location utilizes one of the limited manageable areas of the property and avoids unnecessary grading or alteration of the surrounding slopes.

4. The conditions are not the result of actions of the property owner.

The steep terrain, changes in elevation, and natural runoff conditions are existing physical characteristics of the property and were not created by the property owner. The

current coop location was selected to work with those natural conditions and to minimize substantial grading, retaining walls, drainage alterations, and disturbance of the surrounding terrain.

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the zoning regulations.

Granting the requested reduction of the 100-foot livestock setback would allow the existing small, personal-use chicken and turkey coops to remain in an established, reasonably level area without requiring substantial alteration of the surrounding terrain. The animals are kept for personal household use and not as a commercial operation. Maintaining the existing location would minimize additional grading and disturbance of runoff patterns and natural surroundings and would not change the residential character or intensity of use of the property

eFiled and eRecorded
DATE: 09/05/2025
TIME: 10:35 AM
PLAT BOOK: 887
PAGE: 408 - 408
FILING FEES: $10.00
RECORDED BY: MM
Mark Pettitt
Hall County, GA

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

~FLOOD NOTE~

BASED ON AN INTERPRETATION OF FLOOD INSURANCE RATE MAP NO. 13139C0195H, EFFECTIVE DATE 12/1/2022, THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA. IF THE ACCURATE LOCATION AND/OR ELEVATION OF THE FLOOD HAZARD IS REQUIRED A DETAILED STUDY MAY BE NECESSARY.

~LEGEND~

○	CALCULATED POSITION	☐	POWER BOX (PBX)
●	IRON PIN FOUND/SET (IPF/IPS)	☼	POWER POLE (PP)
☒	MONUMENT	☀	LIGHTPOLE
C/L	CENTERLINE		PROPANE TANK
N/F	NOW OR FORMERLY		HVAC
DB	DEED BOOK	G	GAS METER
PB	PLAT BOOK		CURB INLET CI
PG	PAGE		DROP INLET DI
P/L	PROPERTY LINE		SANITARY SEWER MANHOLE (SSMH)
RB	REBAR	S	SEPTIC TANK
CTP	CRIMPED TOP PIPE	HDPE	HIGH DENSITY POLYETHYLENE PIPE
NSB	NAIL SET AT BASE	CMP	CORRUGATED METAL PIPE
OTP	OPEN TOP PIPE	RCP	REINFORCED CONCRETE PIPE
CRB	CAPPED REBAR	OCS	OUTLET CONTROL STRUCTURE
SR	SOLID ROD		
AE	ACCESS EASEMENT		
UE	UTILITY EASEMENT		
SSE	SEWER EASEMENT		
HWF	HOG WIRE FENCE	(ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)	
BWF	BARBED WIRE FENCE		
CLF	CHAIN LINK FENCE		ADJOINER (LLL)
☒	TELEPHONE PED (TP)		LAND LOT LINE
◈	FIRE HYDRANT (FH)		RIGHT OF WAY (R/W)
		-X-X-	FENCE
◉	WELL	-OHP-	OVERHEAD POWER
Ⓜ	WATER METER	-GAS-	GAS LINE
⋈	WATER VALVE (WV)	-SS-	SEWER LINE
⊕	IRRIGATION VALVE	-W-W-	WATER LINE
			STORM WATER PIPE

~RIPARIAN NOTE~

BOUNDARY TITLE LINES DEFINED BY A WATER BOUNDARY ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

~SURVEY NOTES~

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA GS18 DUAL FREQUENCY GNSS RECEIVER, USING AN RTK CONNECTION TO AN ON SITE LEICA GS18 BASE STATION. FIELD DATA HAS A RELATIVE POSITIONAL ACCURACY OF 0.1'.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 178,326 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THUS MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, OR RESTRICTIONS ONE MAY FIND.

STATEMENT OF LIMITATIONS: THE UNDERSIGNED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR STATEMENTS OR CERTIFICATIONS MADE OR IMPLIED ON THIS DOCUMENT OR PLAT EXCEPT THOSE SPECIFICALLY DEFINED BY THE LAWS OF THE STATE OF GEORGIA AND THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS BEING WITHIN THE SCOPE OF TRAINING, EDUCATION, EXPERIENCE AND EXPERTISE NECESSARY FOR PRACTICE AS A REGISTERED LAND SURVEYOR.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT. THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: RETRACEMENT

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
DB 7533, pg 555

PROPERTY OWNERS AS OF SURVEY DATE:
GLENN MARTIN

PARCEL NUMBER: 15032 000005

~UTILITY NOTE~

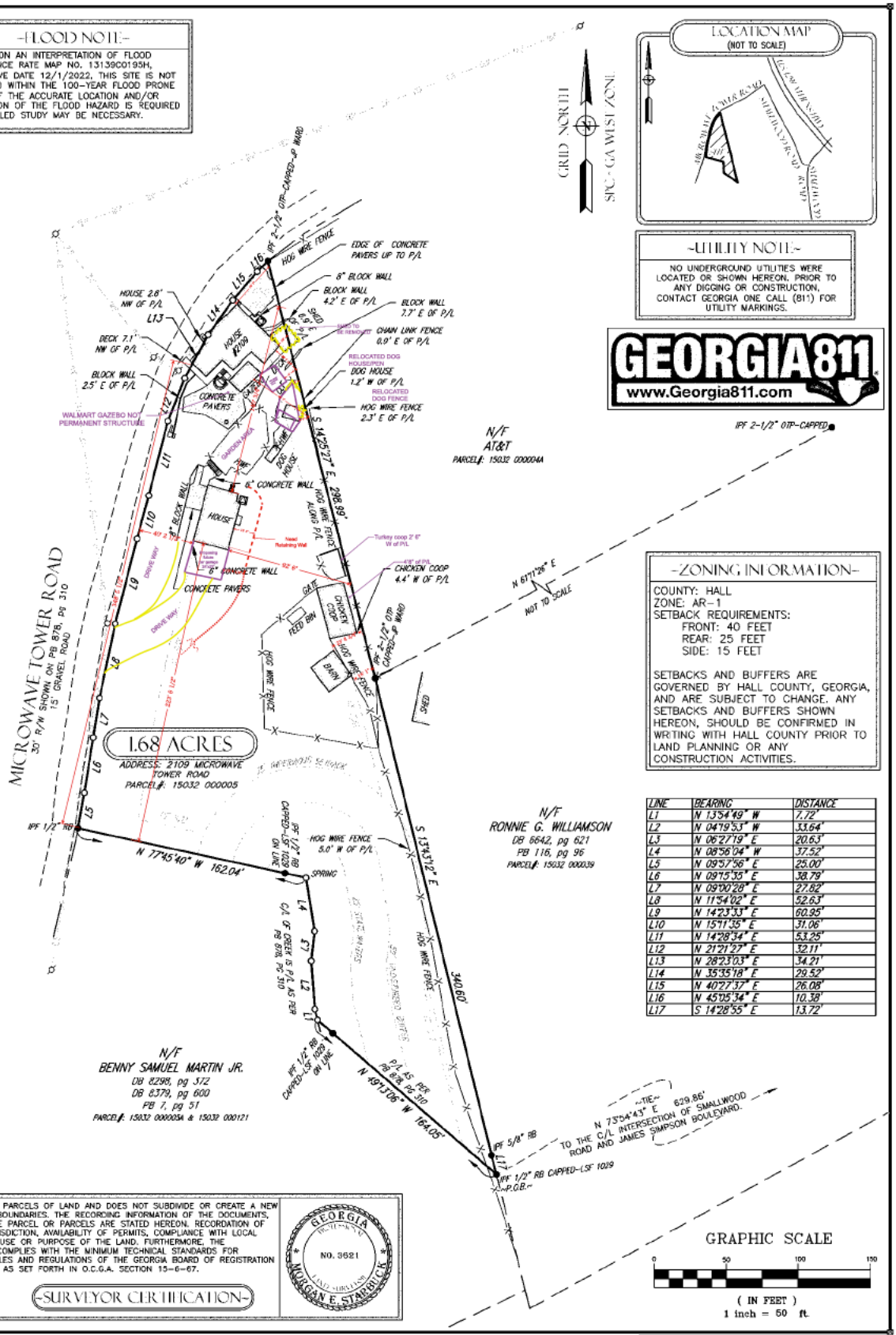
NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON. PRIOR TO ANY DIGGING OR CONSTRUCTION, CONTACT GEORGIA ONE CALL (811) FOR UTILITY MARKINGS.

GEORGIA811
www.Georgia811.com

~ZONING INFORMATION~

COUNTY: HALL
ZONE: AR-1
SETBACK REQUIREMENTS:
FRONT: 40 FEET
REAR: 25 FEET
SIDE: 15 FEET

SETBACKS AND BUFFERS ARE GOVERNED BY HALL COUNTY, GEORGIA, AND ARE SUBJECT TO CHANGE. ANY SETBACKS AND BUFFERS SHOWN HEREON, SHOULD BE CONFIRMED IN WRITING WITH HALL COUNTY PRIOR TO LAND PLANNING OR ANY CONSTRUCTION ACTIVITIES.



LINE	BEARING	DISTANCE
L1	N 13°54'49" W	7.72'
L2	N 04°19'53" W	33.64'
L3	N 06°27'19" E	20.63'
L4	N 08°56'04" W	37.52'
L5	N 09°57'56" E	25.00'
L6	N 09°15'55" E	38.79'
L7	N 09°00'28" E	27.82'
L8	N 11°54'02" E	52.63'
L9	N 14°23'33" E	60.95'
L10	N 15°11'35" E	31.06'
L11	N 14°28'34" E	53.25'
L12	N 21°21'27" E	32.11'
L13	N 28°23'03" E	34.21'
L14	N 35°35'18" E	29.52'
L15	N 40°27'37" E	26.08'
L16	N 45°05'34" E	10.38'
L17	S 14°28'55" E	13.72'

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft.

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.

Morgan Starbuck
MORGAN E. STARBUCK PLS# 3621

~SURVEYOR CERTIFICATION~

GEORGIA REGISTERED NO. 3621 LAND SURVEYOR MORGAN E. STARBUCK

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

SHEET NO. 1 OF 1

PROJECT NO. 25-254

DRAWN BY: RAS
FIELD CREW: BP
PLAT DATE: 08/21/2025
FIELD DATE: 08/08/2025
FILE: 25-254 R01.dwg

SURVEY FOR:

GLENN MARTIN
G.M.D. 268
HALL COUNTY, GEORGIA

PREPARED BY
DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

eFiled and eRecorded
DATE: 09/05/2025
TIME: 10:35 AM
PLAT BOOK: 887
PAGE: 408 - 408
FILING FEES: $10.00
RECORDED BY: MM
Mark Pettitt
Hall County, GA

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

~FLOOD NOTE~

BASED ON AN INTERPRETATION OF FLOOD INSURANCE RATE MAP NO. 13139C0195H, EFFECTIVE DATE 12/1/2022, THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA. IF THE ACCURATE LOCATION AND/OR ELEVATION OF THE FLOOD HAZARD IS REQUIRED A DETAILED STUDY MAY BE NECESSARY.

~LEGEND~

O	CALCULATED POSITION	□	POWER BOX (PBX)
●	IRON PIN FOUND/SET (IPF/IPS)	⌀	POWER POLE (PP)
⊠	MONUMENT	☼	LIGHTPOLE
C/L	CENTERLINE	⬭	PROPANE TANK
N/F	NOW OR FORMERLY	HVAC	HVAC
DB	DEED BOOK	G	GAS METER
PB	PLAT BOOK	CI	CURB INLET CI
PG	PAGE	DI	DROP INLET DI
P/L	PROPERTY LINE	SS	SANITARY SEWER MANHOLE (SSMH)
RB	REBAR	S	SEPTIC TANK
CTP	CRIMPED TOP PIPE	HDPE	HIGH DENSITY POLYETHYLENE PIPE
NSB	NAIL SET AT BASE	CMP	CORRUGATED METAL PIPE
OTP	OPEN TOP PIPE	RCP	REINFORCED CONCRETE PIPE
CRB	CAPPED REBAR	OCS	OUTLET CONTROL STRUCTURE
SR	SOLID ROD		
AE	ACCESS EASEMENT		
UE	UTILITY EASEMENT		
SSE	SEWER EASEMENT		
HWF	HOG WIRE FENCE		
BWF	BARBED WIRE FENCE		
CLF	CHAIN LINK FENCE		
⊠	TELEPHONE PED. (T.P.)		
	FIRE HYDRANT (FH)		
W	WELL		
W	WATER METER		
	WATER VALVE (WV)		
	IRRIGATION VALVE		

(ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)

— — — ADJOINER (L.L.L.)
——— LAND LOT LINE
——— RIGHT OF WAY (R/W)
—X—X— FENCE
—OHP— OVERHEAD POWER
—GAS— GAS LINE
— SS — SEWER LINE
—W—W— WATER LINE
STORM WATER PIPE

~RIPARIAN NOTE~

BOUNDARY TITLE LINES DEFINED BY A WATER BOUNDARY ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

~SURVEY NOTES~

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA GS18 DUAL FREQUENCY GNSS RECEIVER, USING AN RTK CONNECTION TO AN ON SITE LEICA GS18 BASE STATION. FIELD DATA HAS A RELATIVE POSITIONAL ACCURACY OF 0.1'.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 178,326 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THUS MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, OR RESTRICTIONS ONE MAY FIND.

STATEMENT OF LIMITATIONS: THE UNDERSIGNED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR STATEMENTS OR CERTIFICATIONS MADE OR IMPLIED ON THIS DOCUMENT OR PLAT EXCEPT THOSE SPECIFICALLY DEFINED BY THE LAWS OF THE STATE OF GEORGIA AND THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS BEING WITHIN THE SCOPE OF TRAINING, EDUCATION, EXPERIENCE AND EXPERTISE NECESSARY FOR PRACTICE AS A REGISTERED LAND SURVEYOR.

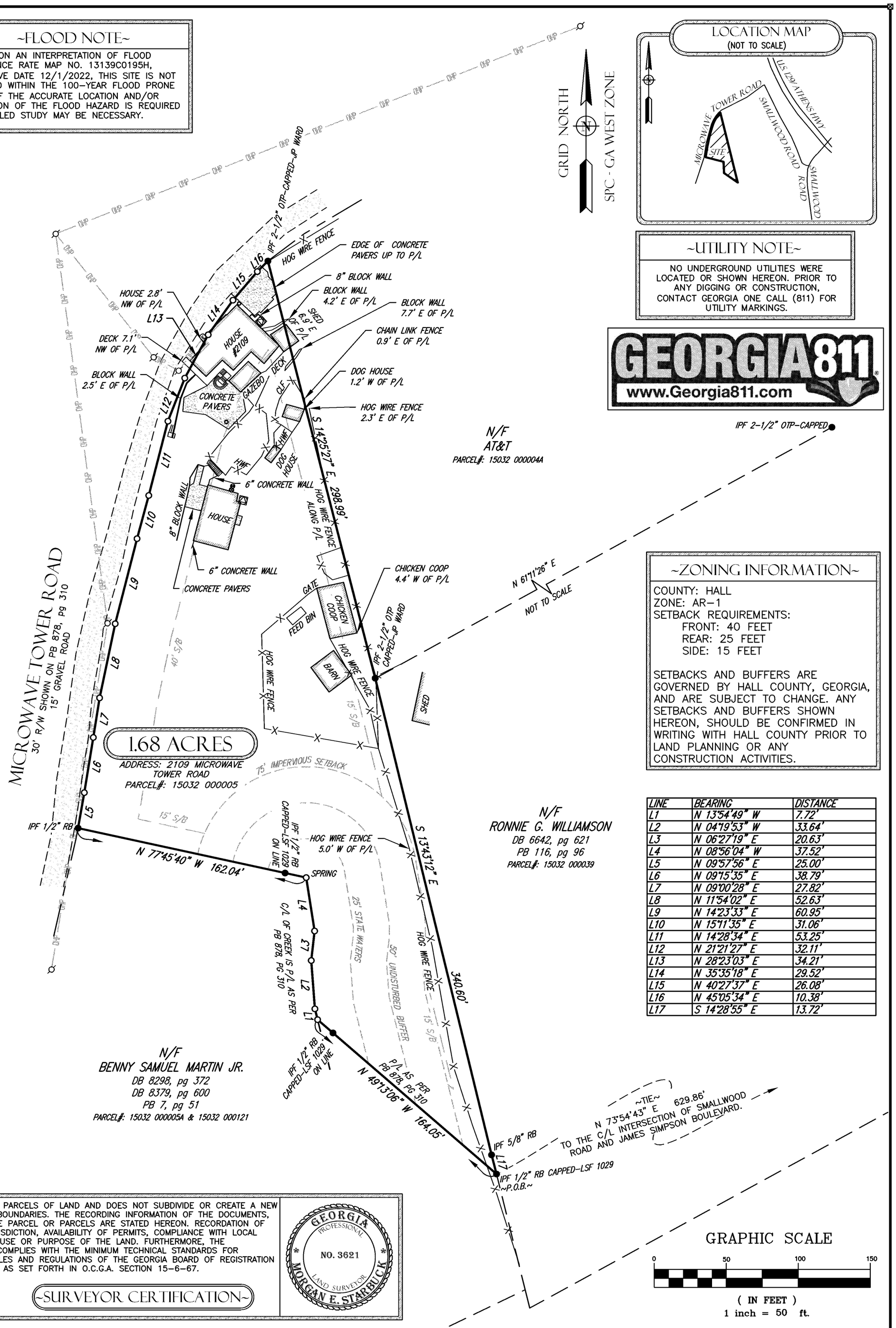
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT. THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: RETRACEMENT

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
DB 7533, pg 555

PROPERTY OWNERS AS OF SURVEY DATE:
GLENN MARTIN

PARCEL NUMBER: 15032 000005



~ZONING INFORMATION~

COUNTY: HALL
ZONE: AR-1
SETBACK REQUIREMENTS:
FRONT: 40 FEET
REAR: 25 FEET
SIDE: 15 FEET

SETBACKS AND BUFFERS ARE GOVERNED BY HALL COUNTY, GEORGIA, AND ARE SUBJECT TO CHANGE. ANY SETBACKS AND BUFFERS SHOWN HEREON, SHOULD BE CONFIRMED IN WRITING WITH HALL COUNTY PRIOR TO LAND PLANNING OR ANY CONSTRUCTION ACTIVITIES.

LINE	BEARING	DISTANCE
L1	N 13°54'49" W	7.72'
L2	N 04°19'53" W	33.64'
L3	N 06°27'19" E	20.63'
L4	N 08°56'04" W	37.52'
L5	N 09°57'56" E	25.00'
L6	N 09°15'35" E	38.79'
L7	N 09°00'28" E	27.82'
L8	N 11°54'02" E	52.63'
L9	N 14°23'33" E	60.95'
L10	N 15°11'35" E	31.06'
L11	N 14°28'34" E	53.25'
L12	N 21°21'27" E	32.11'
L13	N 28°23'03" E	34.21'
L14	N 35°35'18" E	29.52'
L15	N 40°27'37" E	26.08'
L16	N 45°05'34" E	10.38'
L17	S 14°28'55" E	13.72'

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft.

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.

Morgan Starbuck
MORGAN E. STARBUCK PLS# 3621

~SURVEYOR CERTIFICATION~

GEORGIA PROFESSIONAL NO. 3621 LAND SURVEYOR MORGAN E. STARBUCK

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

SHEET NO. 1 OF 1

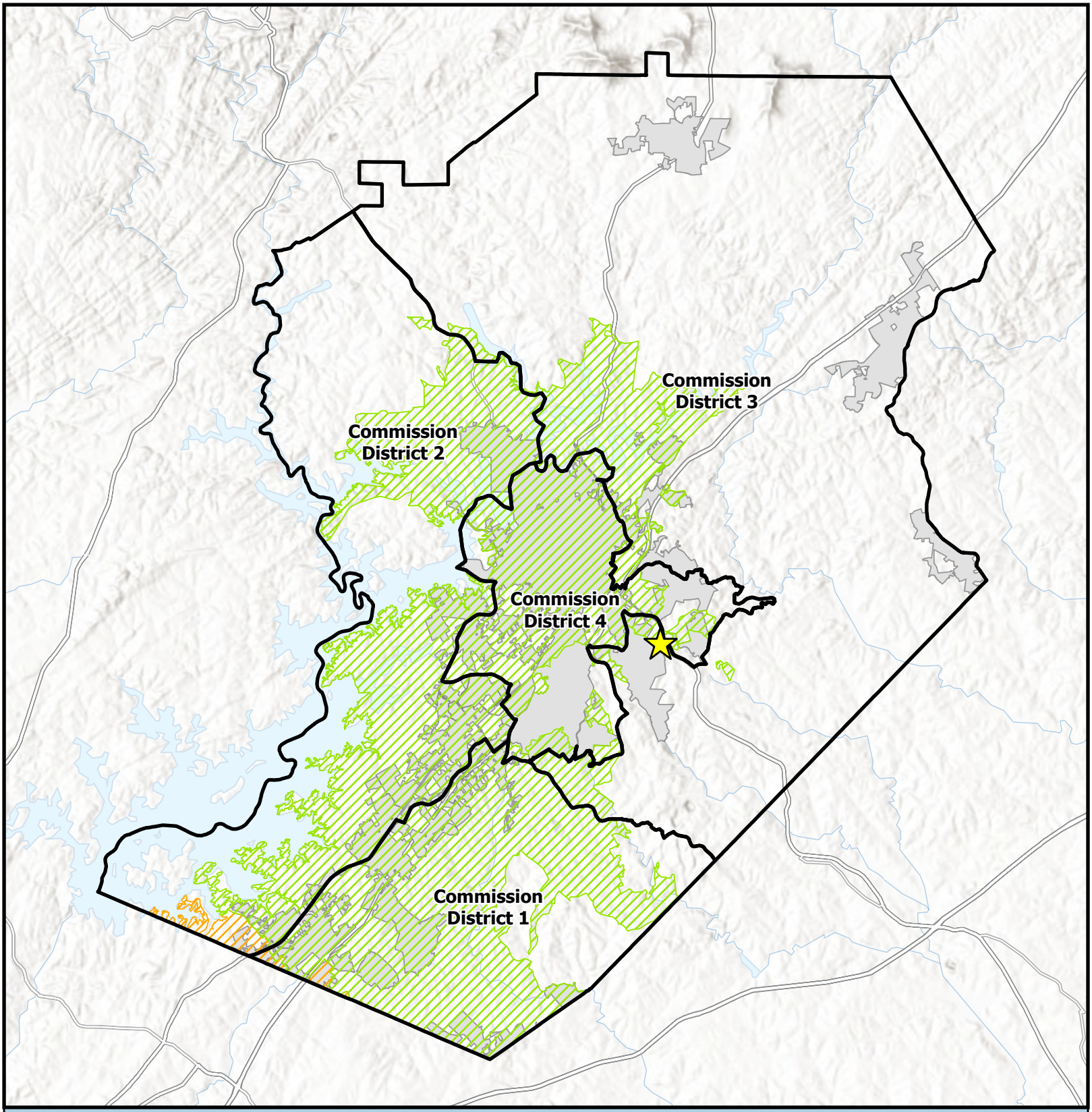
PROJECT NO. 25-254

DRAWN BY: RAS
FIELD CREW: BP
PLAT DATE: 08/21/2025
FIELD DATE: 08/08/2025
FILE: 25-254 R01.dwg

SURVEY FOR:

GLENN MARTIN
G.M.D. 268
HALL COUNTY, GEORGIA

PREPARED BY
DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM



Overview Map

Subject Area
Commision Districts
City Limits

Urbanized Zone Areas

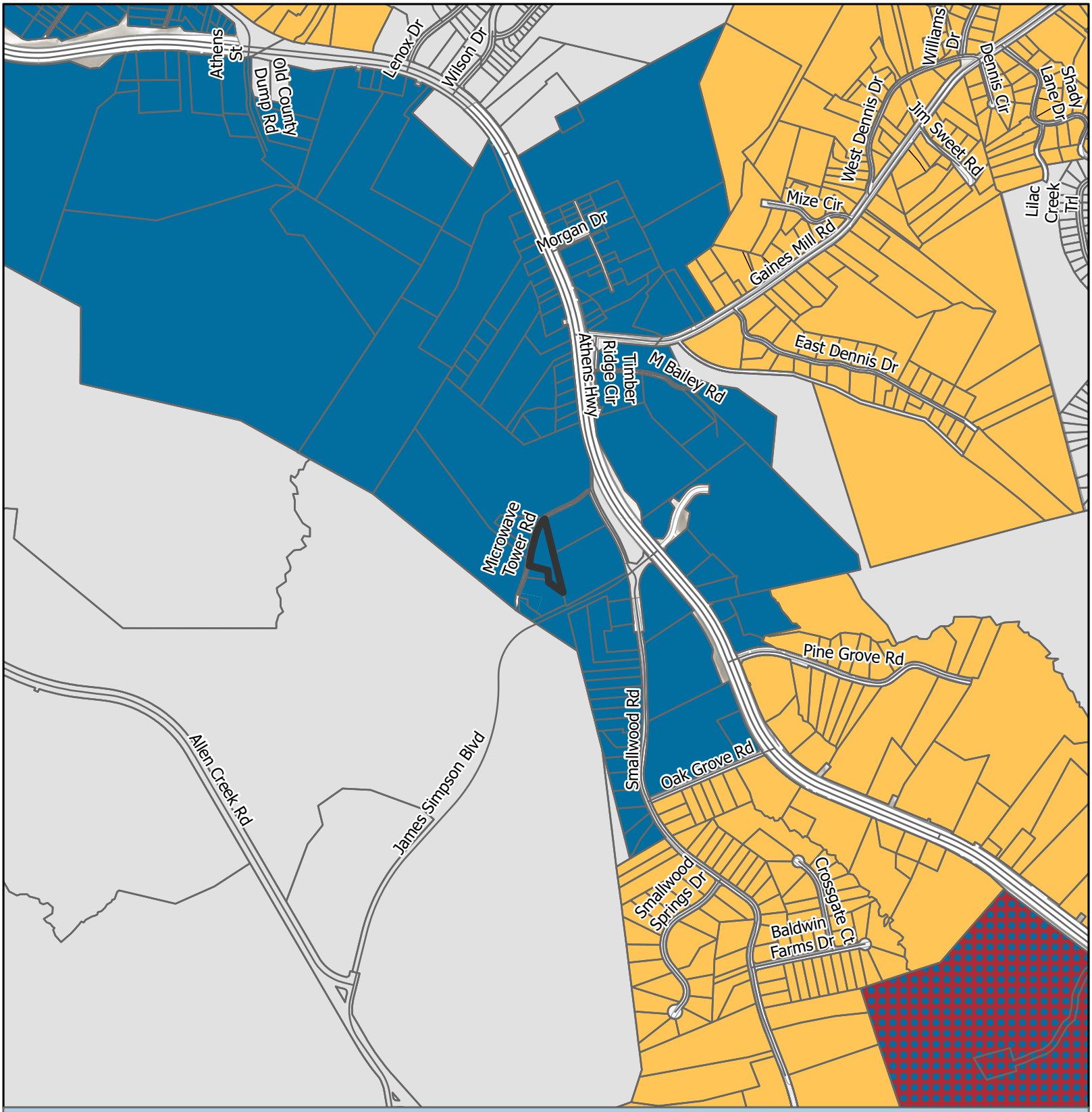
Atlanta, GA
Gainesville, GA

Subject Area Location

Applicant: Hermelinda Sica de Ajanel
Tax Parcel #: 15032 000005
Location: 2109 Microwave Tower Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/18/2026



Future Land Use Map

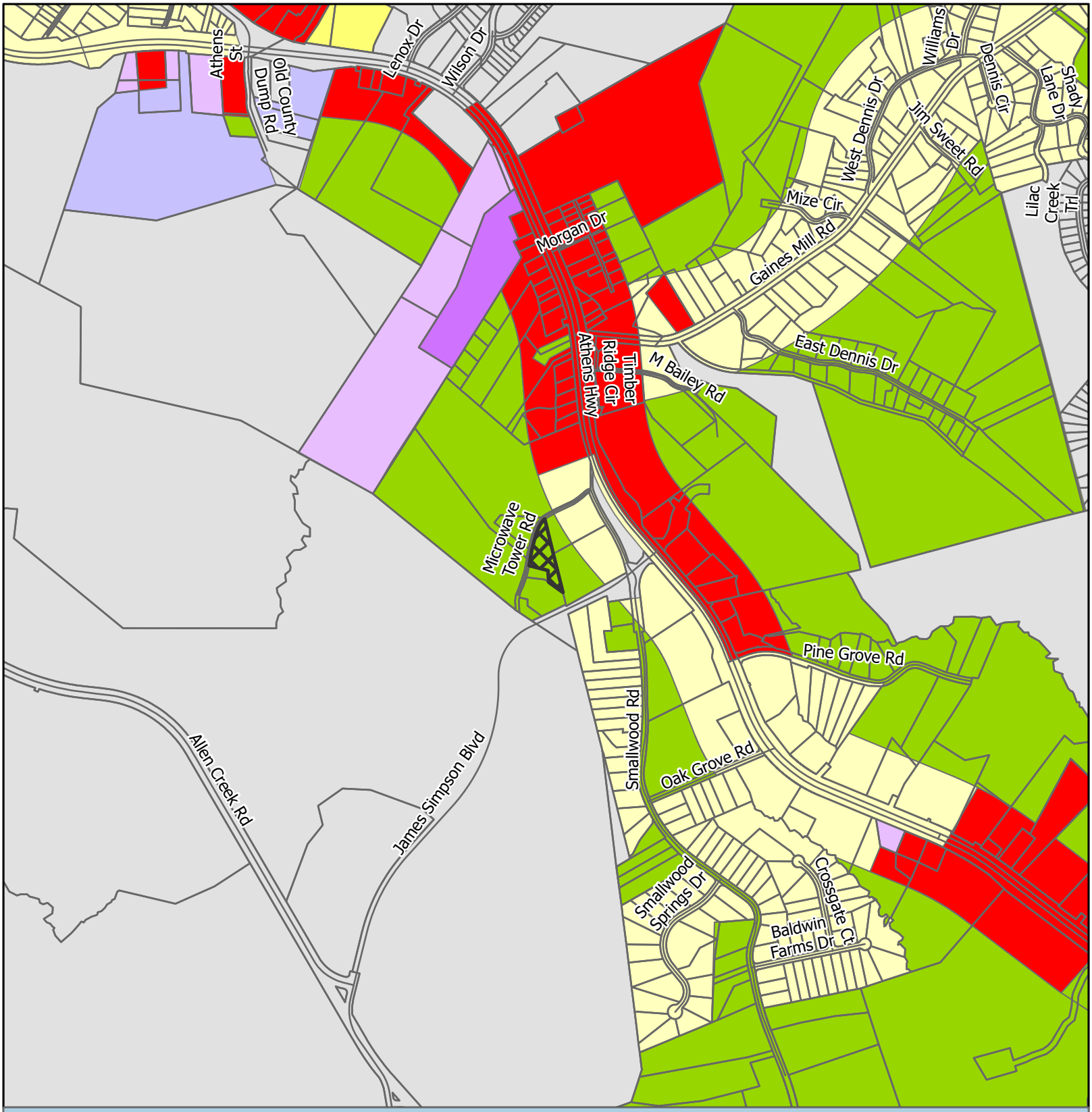
Subject Area
City Limits

FLU
Employment
Employment or Business Corridors
Suburban Neighborhood, Medium-Density

Applicant: Hermelinda Sica de Ajanel
Tax Parcel #: 15032 000005
Location: 2109 Microwave Tower Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/17/2026



Zoning Map

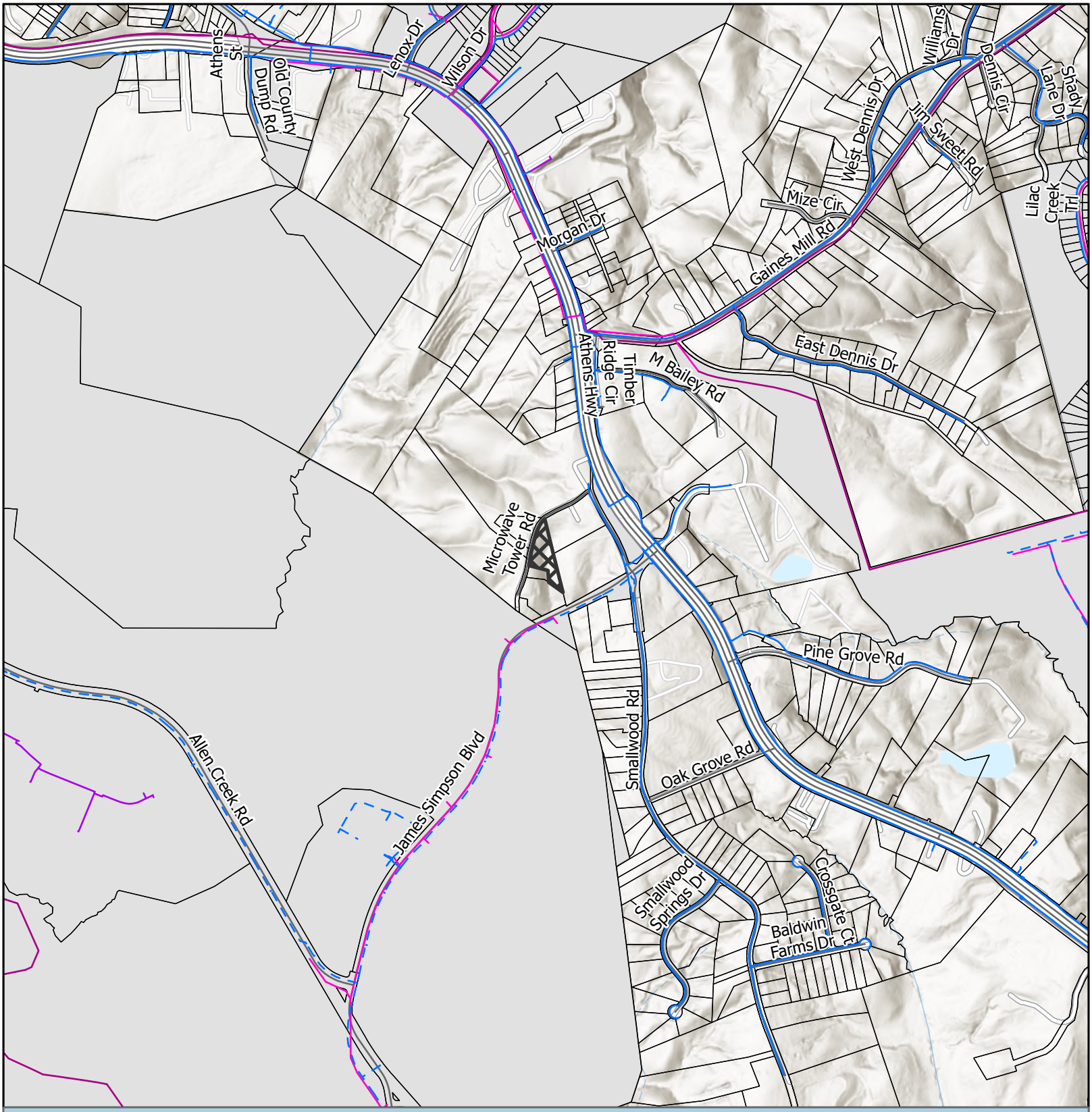
Subject Area
City Limits

Zoning
AR-1
H-B
I-1
I-2
PID
PRD
R-1

Applicant: Hermelinda Sica de Ajanel
Tax Parcel #: 15032 000005
Location: 2109 Microwave Tower Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/17/2026



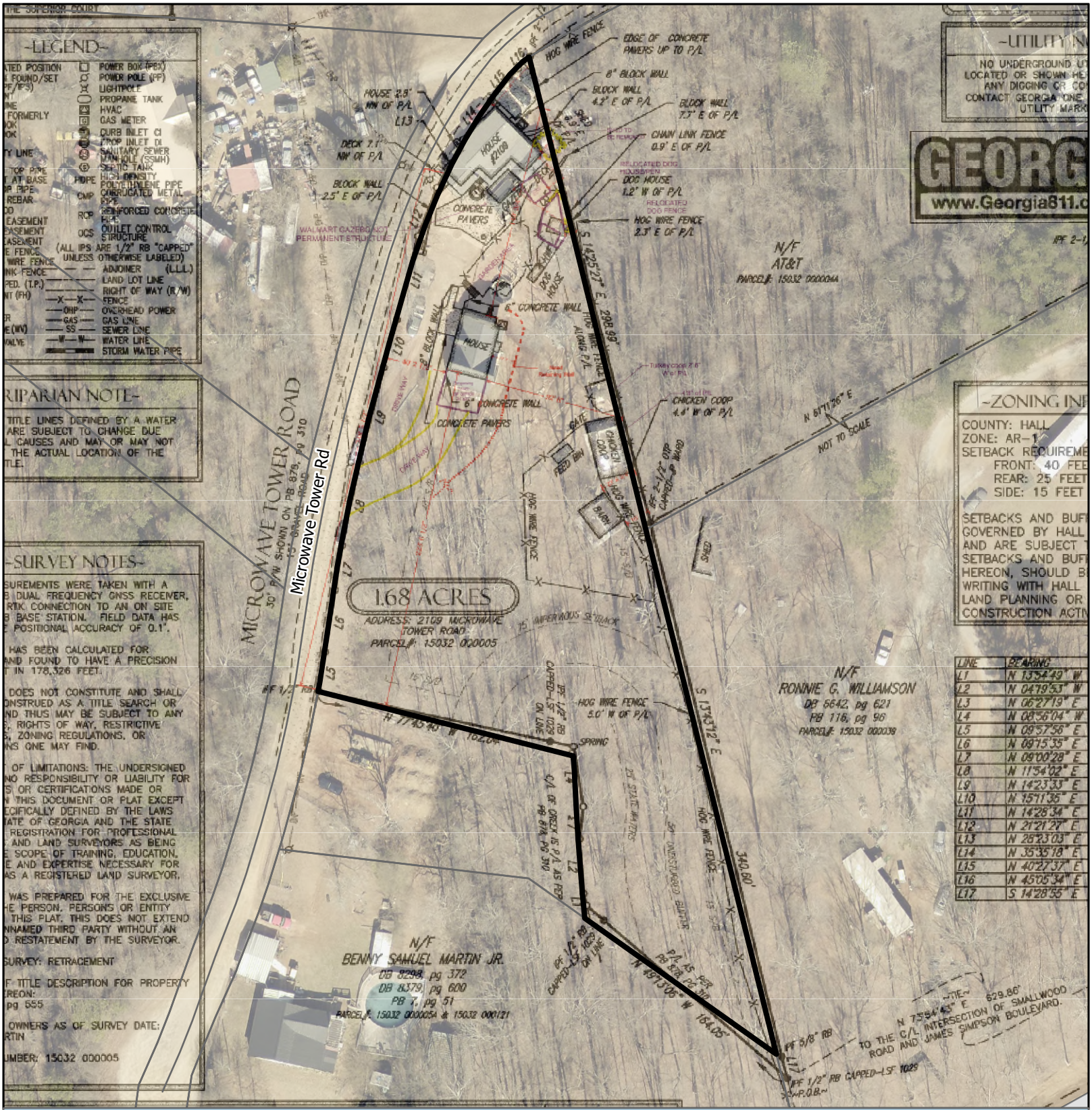
Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Hermelinda Sica de Ajanel
Tax Parcel #: 15032 000005
Location: 2109 Microwave Tower Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/18/2026



Site Plan & Aerial Map

Subject Area

parcel

Applicant: Hermelinda Sica de Ajanel
Tax Parcel #: 15032 000005
Location: 2109 Microwave Tower Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 9/18/2026

Return To:
Glenn Martin
7140 Freeman Road
Cumming, GA 30040-3002

000555

STATE OF ALABAMA

EXECUTRIX'S DEED

COUNTY OF MOBILE

011290

KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the sum of TEN DOLLARS ($10) and other good and valuable considerations paid by **GLENN MARTIN,** the receipt in full and sufficiency whereof is acknowledged, the undersigned, **Estate of CLABUS MARTIN, Deceased, Case No: 2002-0396, Probate Court of Mobile County, Alabama,** by **PEARL MARTIN,** personal representative and Executrix of said estate, does grant, bargain, sell and convey unto the said **GLENN MARTIN,** the following described real property, situated in Hall County, Georgia, viz:

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 4 day of June
20 15 at 2:53 pm. Recorded in Deed
Book 7533 Page(s) 555-557
Charles Baker, Clerk By

All that tract or parcel of land lying and being that portion of Lot No: 62 situate, lying and being in Tadmore Militia District of Hall County, Georgia, and described in the S. C. Moon and Fred Stringer Subdivision as shown by plat made by S. C. Moon in August 1947, which is recorded in Plat Book 7, page 51 of Hall County, Georgia, Records, and more fully described as follows:

BEGINNING at the southeast corner of said lot, which is an iron pin, running a little west of north 274 steps, more or less, to Lilly Drive and an old road; thence a westerly direction with said old road 225 steps, more or less, to the southwest line of said lot 62; thence, southeast with said line 350 steps, more or less, to the beginning corner, containing in said boundary four (4) acres, more or less.

All the above described property with the exception of the back one hundred (100) feet described immediately below, which was sold to Ben Martin on February 27, 1991.

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 35.00
Date 6/4/15
Charles Baker
Superior Court Clerk
By
PT61 069-2015-003413

This lot herein described as Lot No: 1 of the Fannie Martin Estate. Property line to join with Dresser Martin Estate at road and run back to Small Spring Creek and run straight along line with Small Spring Creek for one hundred (100) feet at rear and from Small Spring Creek line to road and along road for one hundred (100) feet, back to Dresser Martin Estate.

Small Spring Creek for one hundred (100) feet at rear and from Small Spring Creek line to road and along road for one hundred (100) feet, back to Desser Martin Estate.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is $85,000.00 with interest from November 20, 2018, on the unpaid principal at the rate of 8% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling $20,000.00 which shall be deducted from the total purchase price indicated above. Closing costs of $2,000.00 will be added to balance.

TERMS OF PAYMENT. Payments under this contract should be submitted to Glenn Martin or Betty Martin at 7140 Freeman Rd, Cumming, Georgia 30028.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 8% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of $862.89, beginning on December 20, 2018, and continuing until November 20, 2028 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of $20.00 for each installment that remains unpaid more than 15 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Seller and Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may be removed, remodeled, rebuilt etc…at buyers discretion

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 15 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller shall be responsible for all closing costs of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Georgia.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Seller shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Glenn Martin
7140 Freeman Rd
Cumming, Georgia, 30028
770-318-9207

SELLER:

DATED: 12/18/2018

Glenn Martin

Glenn Martin
7140 Freeman Rd
Cumming, Georgia, 30028

STATE OF GEORGIA, COUNTY OF ~~HALL~~ Forsyth, ss:

On this 18 day of December, 2018, before me, Freddie Lopez, personally appeared Glenn Martin, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

FREDDIE LOPEZ
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires Aug. 26, 2022

Freddie Lopez
Notary Public

Relationship Manager
Title (and Rank)

My commission expires Aug. 26, 2022

Witness Signatures:

Betty Martin

Norma Ajcanel

WitnessWitness

BUYER:

DATED: 12/18/2018 DATED: _____

Hermelinda Sica de A _____

Hermelinda Sica de Ajanel
2109
Microwave Tower Rd
Gainesville, Georgia, 30507

STATE OF GEORGIA, ss:COUNTY OF ~~HALL~~ Forsyth, ss:

On this 18 day of December, 2018, before me, Freddie Lopez, personally appeared Hermelinda Sica de Ajanel and Norma Ajanel, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

FREDDIE LOPEZ
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires Aug. 26, 2022

Freddie Lopez
Notary Public

Relationship Manager
Title (and Rank)

My commission expires Aug. 26, 2022

Witness Signatures:

Betty Martin _____

Witness Witness

Norma Ajanel

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 17, 2026

Subject: October 22, 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.

* 4031 Wiley Road, Pethel: No comment.

* 4138 Price Road, Norris: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application. Please note that BOC approval does not imply approval from other county departments.

* 4510 Browns Bridge Road (A-C), Radovic: 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

* 2109 Microwave Tower Road (A-C), Ajanel: Must meet all residential permitting requirements. Please note that BOC approval does not imply approval from other county departments.

* 6541 Henry Smith Road, Hall County: Environmental Health issued a septic permit (OSC 7294) for storage building/barn (sink/toilet) in May 2022. The septic system has not been installed as of this date and septic permit OSC-7294 has since expired.

* 5586 Ransom Free Road, Hall County: No comment.

* 1563 Calvary Church Road, Hall County: No comment.

Outlook

RE: Tentative Planning & Zoning items for October 22, 2026 Board of Commissioners Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Mon 9/21/2026 3:19 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Lynn Taylor (Planning) <ltaylor@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Kaitlyn,

Please see the below comments in red. If you have any questions, please let me know.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

GDOT Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, September 11, 2026 4:56 PM
Subject: [Possible Phish Fraud] Tentative Planning & Zoning items for October 22, 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.

WARNING: Your email security system has determined the message below may be a potential threat.

It may pose as a legitimate company, tricking victims into revealing personal information.

GA DOT will never ask you to confirm your credentials on a web site. Do not do this.

If you do not know the sender or cannot verify the integrity of the message, please do not respond or click on links in the message. Depending on the security settings, clickable URLs may have been modified to provide additional security.

Good afternoon,

The tentative Planning & Zoning items for the October 22, 2026, Hall County Board of Commissioners Meeting have been distributed. Please review the documents and submit any comments in the form of a memorandum to Hall County Planning and Zoning. When providing comments, include the applicant's name and the property address associated with each comment. Failure to submit comments in a timely manner may result in the information being omitted from the staff report.

PLEASE NOTE: These items will be discussed in next week's Development Review meeting.

Comments are due by **Wednesday, September 23, 2026**. Email comments to Lynn (ltaylor@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

The packets can be found at **LINK 1** **and** **LINK 2**. Please ensure all items listed below are included in your comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

  Off-system, no impacts expected to the State Highway System.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

  On-system. Residential permit may be needed from Area 1 Office.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(B) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

  On System, coordination required for consideration of commercial driveway access.

- **(A) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  Off-system. No impacts expected to the State Highway System.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

  Off-system. No impacts expected to the State Highway System.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
http://secure-web.cisco.com/1ZiZ9RGjEGvHbK-hHswG73K5PGuLL3d1yl5c3nFKXSRRtbknStLAunP31p351IHltDAil2H3L5BXT52v9L7caSq2QIyn3L53C88eIaICwsjaCIxsTea45AuPnCcnGgO6MXpaZcUAvVedWc8LuCi9ZjPLjxaCGumhl-Bvcden1nhzU_Hc8QC-BFpsrdXqpCKOa0I2kOB2eqcvkuzBQLDOVrrS1LLE15qCkXKcv7dHcIj9Doj6BkBKSvbRJKMYMlAuj7KVI1orA7gCJ7nTGaHCsi3-_nXS9opKhw20r9l0HPbkd-etFpEGHS1oanNFyVNnqN-SWQDF3rAhSiSj0Kat0sKS5Ypk32YJBQAJl4D5n98Y/http%3A%2F%2Fwww.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://secure-web.cisco.com/1PMdjqETcj5pOsZyiGAM1wNSozQIIA7NvqDbOy_wbCtYeyRom2ww1_HHWSBY64Emsz1SbRUPU3kG3XkA8RXJxHgLFIZMEhZId9K1RdcdVxu_8y0XTV_IlOlKpy373jZMLMHo41QXew4HOSHbe5GwsiB6AfFekhmu4Bn0za_xLygDQdFwaF2g1ivAm_td_9w6hdws4T2xY3ZTHICOKw3uwcGV75qfYSKmHcn91VuUFSFt8w8VyRrVBjklzd-HtpIAy-M-ICMYr0mZjle9_Ac2A6LLOLVmNfzbG-9D-KqtoSbnHEcCvoOXP7R2-D_ksNYKpqLdJ_1SdJE6CBSqvaUlqwQf32FmSbZuKyOm6tq62pRQ/https%3A%2F%2Fhallcountyga.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.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: September 23, 2026

Subject: October 22, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the October 22, 2026, meeting. Upon review, we provide the following comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested variance for impervious surface.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested second single-family dwelling unit.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(B) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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:** An approved G-DOT commercial driveway permit must be provided before Hall County traffic will sign off on LDP approval.
  - **Utilities:** This location is within the Gainesville-Hall County sewer district, but sewer infrastructure is not nearby.

- **(A) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  - **Engineering**: No comment
  - **Traffic:** There are no traffic concerns with the requested second single-family dwelling unit or request to keep livestock and poultry.
  - **Utilities:** This location I within the City of Gainesville sewer district.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, 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 request to amend the previously approved zoning condition.
  - **Utilities:** This location is within Hall County sewer district, but sewer infrastructure is not nearby.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, 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 request to amend the previously approved zoning condition.
    - **Utilities:** This location is within Hall County sewer district, but sewer infrastructure is not nearby.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, 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 request to amend the previously approved zoning condition.
    - **Utilities:** This location is within the City of Gainesville sewer district.

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: 9/18/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 10/22/2026
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 10/22/26 meeting. Upon review, we provide the following comments.

- **4031 Wiley Road** | **Variance to Section 4.3** | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

The Hall County Fire Marshal's Office has no comments regarding the existing impervious surface.

- **4138 Price Road** | **Rezone** | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 | **Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, applicant**

The Hall County Fire Marshal's Office has no comments.

- **(A) 4510 Browns Bridge Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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) 4510 Browns Bridge Road** | **Special Use** | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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.

- **(C) 4510 Browns Bridge Road** | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, 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) 2109 Microwave Tower Road** | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments regarding the R-TF rezone

- **(B) 2109 Microwave Tower Road** | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments.

- **(C) 2109 Microwave Tower Road** | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

  The Hall County Fire Marshal's Office has no comments.

- **6541 Henry Smith Road** | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 10 removed.

- **5586 Ransom Free Road** | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 10 removed.

- **1563 Calvary Church Road** | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

  The Hall County Fire Marshal's Office has no comment regarding the applicants' request to have condition 11 removed.

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 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 21, 2026

Subject: Board of Commissioners Meeting - October 22, 2026

4031 Wiley Road | Variance to Section 4.3 | to maximum site coverage | on a 0.98± acre tract located on the west side of Wiley Road approximately 0.28 miles south from its intersection with Honeysuckle Circle | Zoned R-1; Tax Parcel 10154 000027 | **Proposed Use: Impervious surface** | Commission District 3 | **Kevin Pethel, applicant**

- **Applicant applied for 2 retroactive permits. HRNEW26-0800 (50 x 58 Shop) and HRNEW26-0804 (Retroactive 20 x 20 Carport) Both were denied by P&Z due to encroachment of the carport into 20 feet rear setbacks. Applicant then applied for demolition of 20 x 20 carport which was inspected and closed on 06.29.2026 as being completed.**

4138 Price Road | Rezone | from Agricultural Residential (AR-1) to Agricultural (AG-1) | on an 8.67± acre tract located on the north side of Price Road approximately 750 feet southeast of its intersection with Sardis Road | Zoned AR-1; Tax Parcel 10079 001001 |**Proposed Use: Second single-family dwelling** | Commission District 2 | **Brian Norris, Applicant**

- **Applicant obtained permit for New 2022 (32 x 66) CMH Norris Freedom Farmhouse. All inspections were completed and a CO was issued 05.24.2023. Previous permits were for a demolition of a home due to fire (MIS2006-00508) with a final successful completed demolition on 02.06.2009. An additional permit was issued for the rebuild of 1 story single family home (RES2006-02518). This permit was never completed and the only inspection that was obtained and completed was for the issuance of a T-Pole at the property.**

(A) 4510 Browns Bridge Road | Rezone | from Agricultural Residential 1 (AR-1) to Highway Business (H-B) | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Uses permitted in H-B** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(B) 4510 Browns Bridge Road | Special Use | to allow vehicle sales in GCOD | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-

1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

(C) 4510 Browns Bridge Road | **Variance to Section 6.2** | to GCOD standards | on a 1.384± acre tract located on the north side of Browns Bridge Road approximately 100 feet west of its intersection with Lakeview Lane | Zoned AR-1; Tax Parcel 08057 002002 | **Proposed Use: Vehicle Sales** | Commission District 2 | **Maja (Maya) Radovic Radovic Permits 1, Inc, applicant**

- **Current storage building does not appear to have been permitted but is showing as established on the property in January 2008. The existing building would need to be demolished. As age of building is indeterminable, asbestos documents may need to be obtained prior to demolition. Conversion of existing residential structure would require permitting for structure and all trades. Permits were obtained (RES2018-01907) for repair of roof of storage building due to damage by awning. Partial front wall repair due to water damage and relocation of door and window for the front of the building only. The storage building was also permitted for installation of a metal roof. There were no inspections and asbestos documents were not obtained at the time of permitting. The new proposed building would need to be permitted with Building Inspection before proceeding with new construction. The existing residential structure dated 1959 and would need to obtain permits before conversion of building into a business office. The age of the home dictates that asbestos documents must be required as part of the permitting process. All contractors must be state licensed, as the intent of the renovation would be for commercial purposes.**

(A) 2109 Microwave Tower Road | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(B) 2109 Microwave Tower Road | **Variance** | to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(C) 2109 Microwave Tower Road | **Variance** | to Section 7.8.11 | to reduce minimum yards |on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 435 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

- **Applicant received permit for existing 1 Story SFR on Crawlspace with 2 Bedrooms, 1 Bathroom and screened porch (RES2019-00854). Retroactive fees were not collected at the time of permitting. Build finals were passed, although a CO was never issued. There is also an unpermitted residential structure, 2 unpermitted outbuildings and additional renovations/additions have been made to primary residence as depicted on GIS.**

6541 Henry Smith Road | **Amend Conditions** | on a 5.74± acre tract located on the southwest corner of the intersection of Henry Smith Road and Edwards Road | Zoned AR-1; Tax Parcel 11023 000024 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

- **Applicant obtained permit HCADD25-0021 addressing Condition 1 and 4 of BOC letter dated 12.06.2022. The 1000 square foot divider wall was installed and inspected with the final inspection completed on 05.13.2025.**

5586 Ransom Free Road | **Amend Conditions** | on a 9.25± acre tract located on the east side of Ransom Free Road approximately 200 feet south of its intersection with Divine Lane | Zoned AR-1; Tax Parcel 12032 000027 | **Use: Rural business** | Commission District 3 | **Hall County, applicant**

- **No comment.**

1563 Calvary Church Road | **Amend Conditions** | on a 12.75± acre tract located on the east side of Calvary Church Road approximately 400 feet north of its intersection with Calvary Industrial Road | Zoned I-2; Tax Parcel 15031 000097 | **Use: Landfill** | Commission District 4 | **Hall County, applicant**

- **No comment.**

Outlook

Formal Opposition to Rezoning Request – 2109 Microwave Tower Rd, Gainesville, GA 30507

From [redacted]
Date Mon 9/28/2026 10:23 AM
To Kaitlyn Elliott (Planning) <kelliott@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.

Dear Members of the Hall County Planning and Zoning Commission,
I am writing to formally log my strong opposition to the proposed rezoning request for the properties located at **2109 Microwave Tower Rd, Gainesville, GA 30507**. As an immediate nearby resident and property owner, I have deep concerns regarding the severe negative impacts a high-density Residential Two-Family (RTF) designation will have on our neighborhood. Specifically, this proposal introduces critical liabilities regarding public safety, infrastructure capacity, environmental health, and code compliance.

Preliminary Request for Public Anonymity:
Due to the sensitive nature of this neighborhood dispute and concerns regarding potential retaliation, **I respectfully request to remain anonymous in the public record. I formally request that my name, specific parcel address, and personal contact information be completely redacted and hidden from any public-facing portals, meeting agendas, or open-record distributions associated with this rezoning application.** I trust that the Commission will honor this privacy request while still giving full legal consideration to the critical planning violations detailed below.

Our opposition is based on several critical issues:

• **Illegal Construction and Lack of Permitting:** The existing structures on these properties were built entirely outside of municipal compliance, lacking the required Hall County building permits, inspections, and formal approvals. Granting a high-density RTF designation would effectively reward and retroactively legitimize explicit, illegal development. This undermines the integrity of Hall County's land-use codes and sets a dangerous precedent for future development.

Unpermitted and Unverified Septic Systems: Because these units were constructed illegally, the installed septic systems have never been reviewed, permitted, or approved by the Environmental Health Department. Forcing higher-density multi-family use onto unverified, potentially subpar septic infrastructure poses a severe environmental hazard that threatens local groundwater quality and risks systemic septic failure.

Severe Setback and Roadway Obstructions: The houses in question were constructed extremely close to the main roadway, drastically violating standard county setback requirements. This improper

placement has reduced the road to a bottleneck that is only passable by one vehicle at a time. Consequently, line-of-sight for driving neighbors is severely limited, safe pedestrian walkways are eliminated, and essential delivery trucks and emergency response vehicles (such as fire engines) physically cannot fit through. Increasing density under these hazardous conditions introduces a life-threatening safety liability.

Severe Parking Shortage: The immediate area lacks the infrastructure to support standard residential parking. Approving this rezoning will inevitably increase vehicle density in a space that quite simply has no room for parking, forcing vehicles onto the streets and further exacerbating the hazardous bottlenecks for residents and municipal services alike.

Requested Action Items
Before the scheduled public hearing on **October 22, 2026**, we respectfully request that the Commission initiate the following steps:

1. Direct Hall County Code Enforcement and the Environmental Health Department to conduct a formal, joint investigation into the illegal building practices and unpermitted septic systems at this location.
2.Perform a comprehensive traffic and parking capacity assessment on our street to evaluate emergency vehicle access.
3.Deny the rezoning request to protect the safety, property values, groundwater health, and character of our community.

Thank you for your time, vigilance, and dedication to upholding Hall County's zoning standards while respecting the privacy and safety of its citizens.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

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

1. The Planning Department shall publish a legal advertisement no less than 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 24, 2026 AND NO LATER THAN September 30, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 30, 2026 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

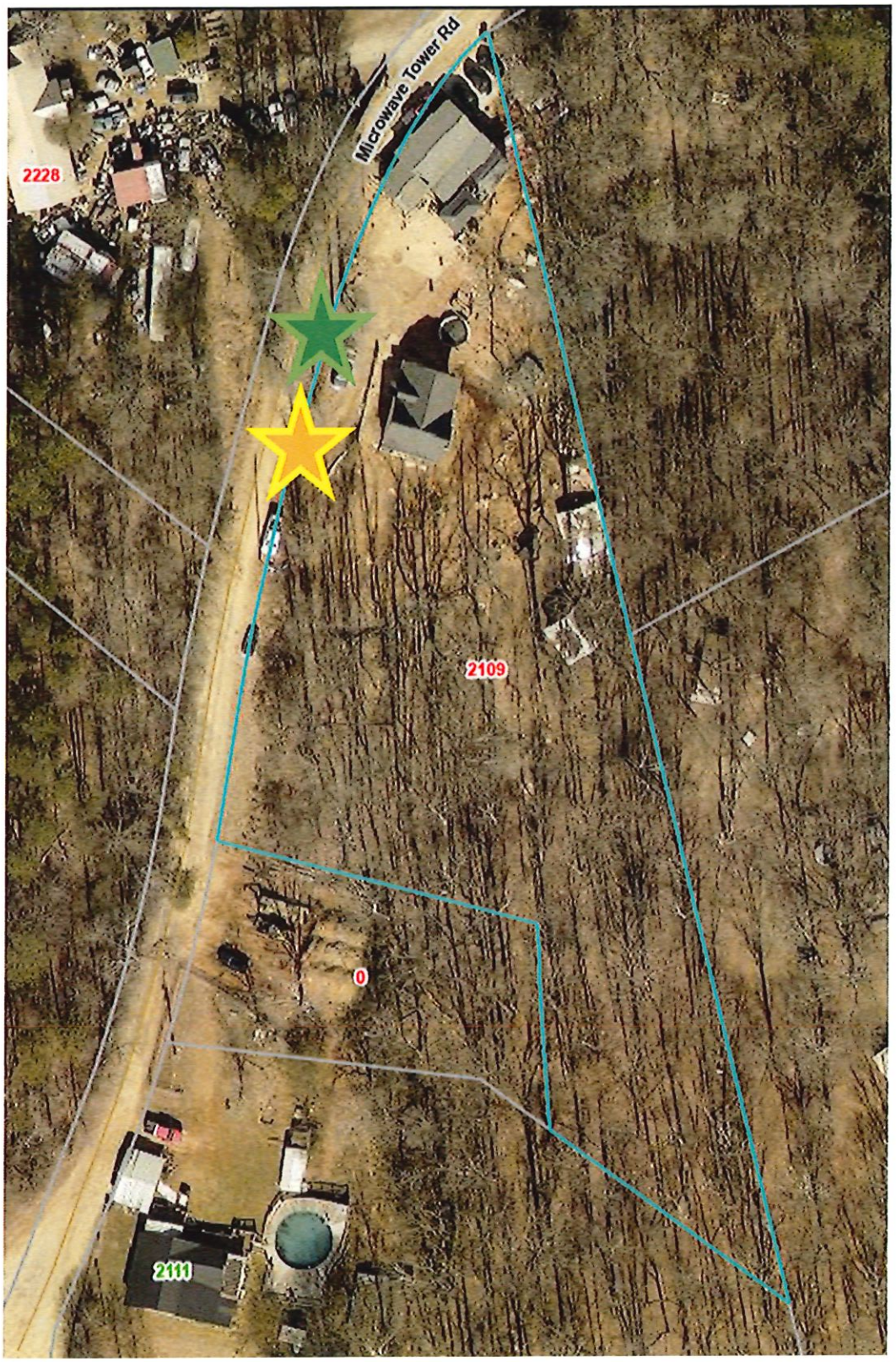
Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Hermelinda Sica de Ajanel (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** Sep 25th 2026 (Date) **for** Variance / Re-zoning (Name application filed as).

Signature Hermelinda Sica de Ajanel
(The original document is required)

2109 Microwave Tower Road—Hermelinda Sica de Ajanel




ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: HERMELINDA SICA DE AJANEL
REQUEST: VARY MINIMUM YARDS FOR SINGLE-FAMILY DWELLING & KEEPING OF LIVESTOCK AND POULTRY
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT. 21, 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: HERMELINDA SICA DE AJANEL
REQUEST: REZONE FROM AR-1 TO R-TF FOR SECOND SINGLE-FAMILY DWELLING
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: OCT. 22, 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
ZONING NOTICE
HERMELINDA CRUZ DE AJANEL
REZONE FROM: RE-1 TO: R1F FOR
SEJUNO SINGLE-FAMILY DWELLING
Date: OCT. 23, 2026
Time: 6:00 P.M.

Outlook

Re: Tabled Notice Signs - 2109 Microwave Tower Rd

From Colton Brown (Marshals) <cabrown@hallcounty.org>
Date Fri 10/23/2026 3:08 PM
To 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>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

2 attachments (4 MB)
IMG_2633.jpeg; IMG_2634.jpeg;

Located and changed 2 signs at this location to reflect BOC date as November 12th, 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

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, 23 October 2026 08:53:15
To: Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Tabled Notice Signs - 2109 Microwave Tower Rd

Good Morning,

Could a Marshal change the BOC date to November 12, 2026 on the 2 notice signs at this address and send us photos?

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: HERMELINDA SICA DE AJANEL

REQUEST: VARY MINIMUM YARDS FOR SINGLE-FAMILY DWELLING & KEEPING OF LIVESTOCK AND POULTRY

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: Nov. 17, 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: HERMELINDA SICA DE AJANEL

REQUEST: REZONE FROM AR-1 TO R-TF FOR SECOND SINGLE-FAMILY DWELLING

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: Nov. 12, 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

Jennifer Rivera (Administration)

From:	Katie G. Ahmed (Planning)
Sent:	Wednesday, October 21, 2026 2:55 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); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning); Lynn Taylor (Planning); Barry Shaw (Marshals); Emily McGahee (Environmental Health)
Subject:	2109 Microwave Tower - Questions from Work Session - October 19, 2026

For Information Purposes Only

Mr. Chairman and District Commissioners,

At the October 19 work session, several questions were raised regarding the unpermitted second home located at 2109 Microwave Tower Road, specifically concerning septic, power, and occupancy. The following provides an updated summary of the current status:

Septic System – Unpermitted Second Home

- The second home has its own separate septic system that was installed without application, permit, or inspection by Environmental Health.
- The applicant has submitted the required soil study and site plan to Environmental Health and has applied for a septic permit; however, issuance of the septic permit is pending re-zoning and Variance approval.
- Prior to approval, the owner must pay the fine associated with installing a septic system without a permit.
- If the proposed septic system is permitted, the existing septic tank must be properly abandoned through a pump-crush-fill process *unless*:
    - The septic tank meets all setback requirements,
    - It is a state approved septic tank and meets the required gallon capacity of the issued septic permit, and
    - The DPH certified installer of the new drain lines is willing to take responsibility for the installation of the existing septic tank following a satisfactory Environmental Health inspection.
- Regardless of the septic tank's status, the existing, unpermitted drain lines must be disconnected and replaced; they cannot remain in use.

Power to the Second Home

- The second home does not have a permitted power meter. A site visit conducted by Cody Edwards verified power was coming from a disconnect.
- The power was illegally run from the primary home at the front of the property.
- Staff has confirmed that only one water meter is issued to the site for the primary dwelling. No water meter has been issued to the second home.

Primary Existing Home (Front of Property)

- The original home dates to the 1960s, but in 2019 a permit was issued for a two-bedroom, one-story home on a crawlspace, with a deck later enclosed as a screen porch.
- In 2025, Environmental Health issued a septic repair permit, inspected, and approved a septic system sized for a two-bedroom home.
- A site visits confirmed that the existing home has grown from its original state. There are no records showing the work done was permitted
- Any unpermitted expansion must be brought into compliance with all applicable Departments.

Occupancy and Enforcement Status

- A site visit has verified that both homes are occupied with new cars parked in front of each home with pets barking inside.
- Staff has issued a notice of violation and notifying them on the violations; however, no issue to vacate the house has been issued. Staff is working with the applicant to bring the property into compliance.

Staff is requesting that the Board table this item until correct ownership paperwork is provided for the application. The paperwork submitted was inaccurate due to the passing of the original owner and the estate not yet being settled. Until the documentation can be corrected, staff recommends that no action be taken.

If you have any further questions, please feel free to contact me directly.

Thank you,

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(office) 770-297-2649
(mobile) 678-971-8816
kahmed@hallcounty.org

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 760/2026

SUBJECT: **2109 Microwave Tower Road | Variance to Section 4.4 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Single-family dwelling |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL of the applicant's request, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Retroactive building permits shall be obtained for all structures built without permits.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

2109 Microwave Tower Road | Variance to Section 4.4 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling |** Commission District 3 | **Hermelinda Sica de Ajanel, 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 Rezone for Application Items

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) 2109 Microwave Tower Road | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(B) 2109 Microwave Tower Road | **Variance to Section 4.4** | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(C) 2109 Microwave Tower Road | **Variance to Section 7.8.11** | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

AGENDA ITEM

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

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 761/2026

SUBJECT: **2109 Microwave Tower Road | Variance to Section 7.8.11 |** to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 **| Proposed Use: Keeping of livestock and poultry |** Commission District 3 **| Hermelinda Sica de Ajanel, applicant**

Note: Tabled at the October 22, 2026 Voting Meeting until the November 12, 2026 Voting Meeting.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends DENIAL of the applicant's request, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated August 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Retroactive building permits shall be obtained for all structures built without permits.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

2109 Microwave Tower Road | Variance to Section 7.8.11 | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, 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 Rezone for Application Items

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) 2109 Microwave Tower Road | **Rezone** | from Agricultural Residential (AR-1) to Residential Two Family (R-TF) | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Second single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(B) 2109 Microwave Tower Road | **Variance to Section 4.4** | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Single-family dwelling** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

(C) 2109 Microwave Tower Road | **Variance to Section 7.8.11** | to reduce minimum yards | on a 1.68± acre tract located on the east side of Microwave Tower Road approximately 455 feet west of its intersection with Smallwood Road | Zoned AR-1; Tax Parcel 15032 000005 | **Proposed Use: Keeping of livestock and poultry** | Commission District 3 | **Hermelinda Sica de Ajanel, applicant**

AGENDA ITEM

Other Business - Planning and Development

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 764/2026

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

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JW

Recommendation:
Conduct public hearing and approve.

Purpose of Request:

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

History:
This is an amendment to the Capital Improvements Element and Community Work program to include streets as an Impact Fee Category and to show where these fees can be utilized in existing planned projects outlined in the CWP. The CIE and CWP was previously approved on June 25, 2026 and then an amendment was approved on August 24, 2026. Having a CIE and CWP is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

Facts and Issues: **Options:**

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

Approvals:

Submit	Approve	Attorney	Administration

Submit	Approve	Attorney	Administration
KE	LT	JL	CR
Clerk			
JR			

Attachments:
Adoption Resolution
Capital Improvement Element
Community Work Program

Hall County, Georgia

Resolution Adopting Update of the Capital Improvements Element and Community Work Program

WHEREAS, Hall County previously prepared, in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, an annual update to the Capital Improvements Element and Community Work Program; and

WHEREAS, a public hearing was held on June 25, 2026; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program covering the five-year period from 2026-2030 was submitted to the Georgia Mountains Regional Commission and the Department of Community Affairs for review, as per the requirements of the Georgia Planning Act; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program was approved by the Georgia Mountains Regional Commission and the Department of Community Affairs; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program, upon adoption, will be officially submitted to the Georgia Mountains Regional commission and the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Board of Commissioners of Hall County do hereby adopt the annual update to the Capital Improvements Element and Community Work Program, as amended, covering the five-year period from 2026-2030.

Adopted this _____day of _____

HALL COUNTY BOARD OF COMMISSIONERS

By:_____
Chairman

ATTEST:

_____
Commission Clerk
Hall County Board of Commissioners

APPROVED AS TO FORM:

_____

County Attorney

Hall County Capital Improvement Element (CIE) Amendment

HALL COUNTY	Annual Impact Fee Financial Report - 2024/2025								Draft as of 8.21.2026
Public Facility	**Libraries**	**Fire Protection**	**Sheriff's Patrol**		**Public Safety Facility**	**Parks/Recreation**	**Admin**	**Streets**	**CIE Prep**	**TOTAL**
Impact Fee Balance June 30, 2024**	$ 1,621,100.96	$ 107,822.51	$ 160,718.50		$ 418,367.02	$ 4,720,518.76	$ 299,157.35	$ -	$ (3,116.82)	$ 7,324,568.28
Impact Fees Collected (July 1, 2024 through June 30, 2025)	435,537.09	87,422.92	24,002.82		106,466.57	1,069,896.64	41,217.41	-	1,449.02	1,765,992.47
Interest Earned*	-	-	-		-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-		-	-	-	-	-	-
(Project Expenditures)	(325,000.00)	-	-		-	(844,167.63)	-	-	-	(1,169,167.63)
Impact Fee Fund Balance June 30, 2025	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ -	$ (1,667.80)	$ 7,921,393.12
Impact Fees Available	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ -	$ (1,667.80)	$ 7,921,393.12
Impact Fees Obligated	$ -	$ -	$ -		$ -	$ 134,753.70	$ -	$ -	$ -	$ 134,753.70
This annual report covers the last completed fiscal year - July 1, 2024 to June 30, 2025. The Hall County Impact Fee Program began April 10, 2003.										
There was no interest earned in FY 2025. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.										

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility: **Libraries**

Service Areas: **County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00		Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%		190,000.00	-	Complete
Collection Materials	2022	2023	200,000.00	100.000%		200,000.00	-	Complete
Collection Materials	2023	2024	225,000.00	100.000%		225,000.00	-	Complete
Collection Materials	2024	2025	325,000.00	100.000%		325,000.00	-	Complete
Collection Materials	2025	2026	325,000.00	100.000%		-	325,000.00	In Process
Collection Materials	2026	2027	360,000.00	100.000%		-	360,000.00	In Process
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
Estimated Future Year Collection Materials	2027	2029	646,638.05	100.000%		-	596,638.05	In Process
New East Hall Library	2025	2027	5,453,307.00	8.252%	SPLOST, State of GA Grant	-	450,000.00	Design Complete / Construction to Complete 2026 / 2027
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 17,551,714.05**			**$ 3,638,735.59**	**$ 1,731,638.05**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Denotes the amount of impact fee funds available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Fire Protection**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Fire Station #16	2012	2014	$ 1,408,338.00	12.725%	SPLOST	$ 179,216.50	$ -	$ -	Complete
Fire Station #17	2020	2024	6,705,795.00	0.000%	SPLOST	550,000.00	-	-	Complete
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-		Complete
Future Fire Training Center	2027	2029	20,000,000.00	0.976%	Capital Projects Fund - Fire Services / SPLOST	-	195,245.43		In Planning Phase
			-			-	-		
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 29,247,402.00**			**$ 729,216.50**	**$ 195,245.43**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2025 for Fire Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Sheriff's Patrol**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
South Hall Precinct	2014	2015	$ 979,000.00	21.9%	SPLOST	$ 168,626.24	$ -	Complete
Construction of New North Hall Precinct	2028	2030	4,500,000.00	4.1%	Capital / SPLOST	-	184,721.32	Not Started Yet; Planning Phase
Unidentified Projects			-			-	-	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 5,479,000.00**			**$ 168,626.24**	**$ 184,721.32**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Public Safety Facility**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
Expansion of Visitation Room^	2014	2017	$ 407,402.00	100.000%		$ 407,401.97	$ -	Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50	-	Complete
Expansion of Sheriff's Headquarters	2021	2022	1,113,741.00	26.936%	Capital Projects Fund	300,000.00	-	Complete
Construction of new Sheriff Training Facility	2024	2028	17,500,000.00	2.999%	SPLOST / Capital Projects Fund	-	524,833.59	Design Complete
Unidentified Projects	TBD	TBD	-			-	-	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 19,104,880.50**			**$ 791,139.47**	**$ 524,833.59**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Parks & Recreation**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Albert Banks Park (Field of Dreams	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02	-	-	Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13	-	-	Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02	-	-	Complete
Tadmore Park Renovation	2021	2023	1,824,421.51	19.693%	SPLOST	359,290.94	-	-	Complete
Alberta Banks Renovation	2022	2024	1,033,330.00	54.116%	SPLOST	559,192.25	-	-	Complete
Laurel Park Restoration	2022	2027	2,130,250.00	37.262%	SPLOST / Capital Projects	443,776.20	350,000.00	-	In process
AG Center Renovation	2022	2026	1,699,000.00	31.101%	SPLOST / Capital Projects	526,311.40	-	2,093.60	In process
Healan's Mill Park Construction	2022	2028	4,000,000.00	25.789%	N/A	332,240.66	646,216.00	53,117.00	In Design Phase
New Sidewalk - Butler Park	2025	2026	641,873.00	100.000%	N/A	562,329.90	-	79,543.10	In Process
Future South Hall Park / Senior Center	2025	2027	40,000,000.00	9.875%	SPLOST / Capital Projects	-	3,950,031.77	-	Planning Phase
Unidentified Projects	TBD	TBD	-				-	-	Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 55,611,365.53**			**$ 6,127,042.52**	**$ 4,946,247.77**	**$ 134,753.70**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2026 for Parks Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Administration**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
						$ -	$ -	
Unidentified Projects			-			-	340,374.76	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ -**			**$ -**	**$ 340,374.76**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Streets**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
Spout Springs Widening Phase II Construction	2032	2035	$ 51,400,000.00	TBD	TBD	$ -	$ -	ROW Acquisition Underway
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 51,400,000.00**			**$ -**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

Hall County Community Work Plan (CWP) Amendment

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County

Community Work Program

The following section presents the Community Work Program (CWP) for Hall County. Relevant action items are identified within each component of the Comprehensive Plan as part of the implementation strategy.

The updated Community Work Program is provided to supplement the Impact Fee Update in accordance with the Georgia Department of Community Affairs (DCA) requirements. It was adopted as part of the minor Comprehensive Plan update approved in December 2024. The CWP is intended to document the status of each listed item.

The comments column of the CWP identifies accomplishments and provides status updates for each task. Items are noted as completed, ongoing, canceled, or postponed, along with a brief explanation. When applicable, the expected timeframe for completing the work task is also included.

Hall County 2024-2032 Community Work Program (CWP)					
Action Item	**Timeframe**	**Estimated Cost**	**Responsible Party**	**Funding Source**	**Notes**
Work with the Georgia Mountain Regional Commission (GMRC) and its participating counties to tackle regional issues with growth management	2025-2032	Staff Time	Planning & Development; GMRC	General Fund	Ongoing. Hall County Planning has partnered with GMRC to do a comprehensive plan update and ensure regional issues are considered in this plan.
Track the construction of new developments to ensure that growth is happening as projected and to update level of service projections.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County GIS has developed a dashboard to track approved rezonings, issued land disturbance permits, and issued building permits. This continues to be monitored and utilized in appropriate updates such as the level of service.
Establish regular communication with Hall County Schools to share data on new construction and population estimates so that educational facilities can be updated or added to accommodate projected enrollment.	2025-2032	Staff Time	Planning & Development; Hall County Schools	General Fund	Ongoing. The school system was added to our tentative packet group where they are notified of upcoming rezoning applications that may impact the school system.
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan	2025	$25,000	Planning & Development	General Fund	Completed. The UDC will continue to be refined as we evaluate its effectiveness for Hall County goals.
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review use and outdoor storage/display standards in the Gateway Corridor Overaly District to identify apporpriate locations and screening requirements	2025	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope - Complete.
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Part of UDC scope. Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review existing regulations for impediments to special housing needs and oppoortunities such as senior housing, accessory dwelling units, and affordable housing	2025-2027	Staff Time	Planning & Development; Consultant	General Fund	Ongoing. Hall County will continue to evaluate this and suggest updates where appropriate.
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)	2025-2027	Staff Time	Planning & Development	General Fund	Part of UDC scope. Further evaluation continues to occur while Hall County is in a residential suspension with a completion date of August 2026.
Update Gateway Corridor Overlay District standards to help blend existing and new development in rural areas, particularly along US-129/Cleveland Highway and SR 365/Cornelia Highway	2025-2027	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate. Anticipated completion date of 2027.
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities	2026-2027	Staff Time	Board of Commissioners, County Staff, Citizens of Gainesville and Hall County	General Fund	Ongoing. Hall County will consider these recommendations for implementation through its ongoing effort to make major UDC updates through 2027.

Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. This continues to be a consideration in all Hall County UDC and Comp Plan updates
Develop design guidelines that reflect the Quality Development Strategies shown in the plan that inform standards for landscaping, connectivity, site design, amenities, etc.	2026-2027	$50,000	Planning & Development; Consultant	General Fund	Ongoing. Hall County will continue to evaluate these standards and propose amendments to the UDC for implementation purposes.
Create a small area study for the Inland Port area	2025-2027	$200,000	Planning & Development, Consultant	General Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Conduct a small area plan for the Sardis Connector that could be used as a basis for the development of a zoning overlay to guide future land use decisions as the corridor develops.	2026-2027	$50,000	Planning & Development, Consultant	General Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Housing					
Coordinate and discuss affordable/workforce housing-related needs and initiaitves with the cities, Habitat for Humanity, and other public or private stakeholders	2025-2032	Staff Time	Board of Commissioners, Joint Municipal Association, Habitat for Humanity, County Administration, Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate these opportunities and propose amendments to the UDC where appropriate.
Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program	2025-2026	Staff Time	Planning & Development	General Fund	Complete. The County is directly involved with the GICH program.
Continue to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to evaluate these existing regulations and propose amendments to the UDC where appropriate.
Conduct an affordability study that examines the existing house inventory, housing market, and housing needs in Hall County to develop policy that reflect the needs and priorities of all members of the community.	2025	$100,000	Planning & Development, Consultant	General Fund	Complete. This was conducted as part of the 2024 comprehensive plan update.
Establish affordability incentives for new development as part of the affordability study.	2025	$100,000, Staff Time	Planning & Development, Consultant	General Fund	Complete. This was conducted as part of the 2024 comprehensive plan update.
Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with home repairs/rehabilitation and to provide affordable housing opportunities.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. Hall County will continue to identify grant opportunities and apply as eligibility criteria are met.
Create an affordable housing task force with developers, banks, and housing advocates.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing. A housing task force is established and is continues to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.
Infrastructure Maintenance & Expansion					
Sardis Road Connector – SR 60/Thompson Bridge Road to Sardis Road/Chestatee Road	2025-2028	$85,619,201	**GDOT**/GHMPO	HB 170; SPLOST	GH-016; PI 003626 **Currently under construction – estimated open to traffic date is 2027/2028.** **SPLOST (complete): $27,647,764** **HB 170: $57,971,437**

Widening of SR 11/US 129 from Lakeview Street to south of Nopone Road (Phase I)	2025-2029	$86,386,207	**GDOT**/GHMPO	HB 170	GH-020A; PI 122060 **Construction set for FY 2026. Estimated open to traffic date 2028.** **No Hall County local funding expected.**
Widening of SR 211/Old Winder Highway From SR 53/Winder Highway To SR 347/Friendship Road	2027-2029	$147,698,585	**GDOT**/GHMPO	HB 170	GH-025; PI 007233 **Construction set for FY 2029, estimated open to traffic date of 2031.** **No Hall County local funding expected.**
Widening of SR 60/Candler Rd.– From south of I-985 to SR 124	2027-2031		**GDOT**/GHMPO	GDOT	GH-111**A & GH111B** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
East-West Corridor Study / (Northern Bypass Study)	2028-2029	$110,000	GHMPO	Parks & Leisure Fund / **Public Works**	Potential study on hold until Sardis Connector is complete, per Hall County Admin.
Widening of I-985 From I-85/Gwinnett to SR 53/Mundy Mill Road	Unknown	$169,504,413	**GDOT/ GHMPO**	**TBD**	**GH-120; PI 0014130** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Lakeview Street to S of Nopone Road, Phase I	Unknown			**TBD**	**Repeat project – delete**
Widening of US 129/Cleveland Highway - Brittany Court to S of Lakeview Street, Phase II	2028-2030	$36,000,000	**GDOT/ GHMPO**	**HB 170**	**GH-020B; PI 0016862** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Limstone Parkway to N of Brittany Court, Phase III	2028-2030	$48,468,238	**GDOT/ GHMPO**	**HB 170**	**GH-020C; PI 0016863** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
SR 365/Cornelia Highway At Howard Road - New Interchange	2025-2027	$27,927,892	**GDOT/ GHMPO**	**HB 170**	**GH-133; PI 0016074** **Under construction. Expected open to traffic date is 2027/2028.** **No Hall County local funding required.**
Widening of SR 369/Browns Bridge Road From SR 53/McEver Road To Forsyth County Line	Unknown	$61,280,557	**GDOT/ GHMPO**	**HB 170**	**GH-018; PI 0013626** **Construction scheduled for 2034. Expected open to traffic date is 2036.** **No Hall County local funding expected.**
Widening of SR 11/US 129/Cleveland Highway From North of CR 65/Nopone To SR 284/Clarks Bridge Road	Unknown	$52,495,154	**GDOT/ GHMPO**	**HB 170**	**GH-035; PI 0014129** **Construction scheduled for 2040. Expected open to traffic date is 2042.** **No Hall County local funding expected.**
Widening of SR 60/Thompson Bridge Rd From SR 136/Price Rd to CR 158/Yellow Creek Rd in Murrayville	2027-2029	$138,652,259	**GDOT/ GHMPO**	**HB 170**	**GH-038; PI 132610** **Construction scheduled for 2030. Expected open to traffic date is 2032.** **No Hall County local funding expected.**
White Sulphur Rad Realignment (New Roadway)	2029	$5,800,000	Hall County	**SPLOST, EDA, GDOT**	Complete
Widening of Spout Springs Road Phase II From Union Circle to South of Thompson Mill Road	2032	$51,400,000	Hall County	**SPLOST, GDOT, Impact Fees**	Impact Fees to be used for construction when implemented by Hall Co.; Also pursuing state/federal funding for construction ;project currently in ROW acquisition
Widening of McEver Road from SR 347/Lanier Islands Parkway TO CS 537/Gainesville Street/Jim Crow	2029	$5,700,000	Hall County	**SPLOST, GDOT**	TSPLOST did not pass therefore this project remains unfunded

Widening of Cagle Road improvements	2029	$4,000,000	Hall County	**SPLOST, GDOT**	Complete
Resurfacing of Access Road to Laurel Park (Old Cleveland to End)	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Sloan Mill Road/Schubert Road roundabout	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Little Five Points (Belton/Skits Mtn/Lula)	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Mount Vernon/Rilla Road Intersection Improvement	Unknown	$3,000,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Mount Vernon/Jim Hood intersection improvements	Unknown	$2,500,000	Hall County	TSPLOST	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at McEver Road and Lights Ferry intersection	Unknown	$2,500,000	Hall County	**SPLOST**	Under construction
Railroad crossing improvements at West Ridge Road near Short Street	Unknown	$1,870,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Ed Cobb wooden bridge replacement	Unknown	$5,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
County-wide roadway pipe replacemernt	2027-2029	$10,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Resurfacing of access Road to Laurel Park (Old Cleveland to End)	Unknown	$1,500,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
County-wide resurfacing program	2025-2032	$12,000,000	Hall County	**SPLOST**	TSPLOST did not pass therefore this project remains unfunded
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management	2025-2026	Staff Time	Engineering	General Fund	Complete – GA Stormwater Manual and Hall County regulations allow for both LIP and green infrastructure.
Construct and operate a new regional material recycling facility (MRF)	2025-2027	TBD	Engineering, Public Works & Utilities	Landfill, SPLOST	Ongoing – In Solid Waste Mater Plan and HC CIP (FY 28-30).
Continue to seek innovative approaches to landfill operations to extend its life	2025-2032	TBD	Engineering, Public Works & Utilities	Landfill	Ongoing – Major modification to Landfill Permit ongoing for increased elevation and removal of terracing. Also, acquired equipment for improved compaction.
Continue to implement and update the *Sewer Master Plan and Rate Study.*	2025-2032	Staff Time	Engineering, Public Works & Utilities	Water & Sewer Fund	Sewer Maste Plan updated ongoing.
Study the feasibility of future sewer extensions in strategic areas SR 60/Athens Highway to support commercial and industrial growth along the corridor going into both Gainesville and Jackson County.	2026-2027	TBD	Engineering, Public Works & Utilities, Consultant	General Fund	Ongoing – Partially addressed by Pond Fork Phase 1 project which will be completed end of 2026. Improvements in this area is also being contemplated by Sewer Master Plan Update.
Use data from corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port	2025-2026	TBD	GHMPO	GDOT	Ongoing – Hall County completed White Sulphur Rd. Phase 1 improvements, Phase 2 ongoing. GHMPO will also be performing a Freight Study in FY 28.
Use the future land use map along with development data to guide future planning for sewer infrastructure projects.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Ongoing – Sewer Master Plan Update ongoing, will use latest Comprehensive Master Plan to guide future improvements.

Continue intergovernmental coordination with Hall County City and Town governments on issues related to transportation, water, and sewer.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Transportation – GHMPO continually coordinates (ongoing).
Adopt the Department of Community Affairs' Broadband Model Ordinance to apply for a Broadband Ready Community Designation.	2025-2032	Staff Time	Engineering, Public Works & Utilities	General Fund	Not Started – HC to continue evaluating.
Update Impact Fee Program and Amend Capital Improvements Element (CIE)	2025-2032	TBD	Planning & Development, Finance	Impact Fees	Ongoing – Recommended Impact Fees developed and will be presented to BOC for approval in 2026.
Parks & Recreation					
Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.	2025-2032	Staff Time	Parks & Leisure; Hall County Schools	General Fund, Grants	Ongoing
Prioritize East Hall and the Chestnut Mountain/Candler areas for new park land.	2025-2032	Staff Time	Parks & Leisure	General Fund, Grants	Ongoing. For Chestnut Mountain/Candler areas, no funding for land acquisition has been identified.
Acquire additional land to expand Cool Springs Park, North Hall Park, and East Hall Park.	2025-2032	TBD	Parks & Leisure	TBD	Ongoig: Cool Springs – additional land not currently needed as significant portions of this property are undeveloped. North Hall Park – expansion of this park has not been considered. Further research needed. East Hall Park – acquisition of parcel(s) to connect East Hall Park to Cedar Creek Reservoir mentioned as a strategic goal in Parks Facilities Master Plan, but has not yet been pursued. Cedar Creek Reservoir is leased from City of Gainesville, with management rights set to revert to city in 2031. Administration has led conversations to extend lease, but nothing has been finalized, to my knowledge.
Acquire an additional 1,000 acres of park land to build 30+ new parks.	2025-2032	TBD	Parks & Leisure	TBD	Off track but ongoing efforts: Between new, re-opened and currently planned parks (since 2019): • total additional acreage = 628. • Total additional parks: 11 • Potential to add up to 12 additional USACE locations with total acreage of 425. These properties are currently under assessment to determine recommended long-term plan • If all 12 are absorbed by county, we will exceed the recommended acreage but be short of stated goal by seven parks.
Create incentives to fund new park facilities through private redevelopment.	2025-2032	TBD	Parks & Leisure, Private Developers	TBD	Ongoing: • Created “Friends of Hall County Parks” fund with North Georgia Community Foundation. Pathway for charitable, tax-deductible giving • Evaluating other opportunities • Tax Allocation Districts a potential tool used by other municipalities; further research/education needed
Construct new park at South Springs with new sports fields and senior center	2025-2029	TBD	Parks & Leisure	General Fund	Ongoing: •Park land identified •Master Plan complete •Funding for senior center and adjacent amenities (trails, pickleball courts) has been identified. •Sports fields included in master plan, but funding not yet identified
Conduct a 10-year update to the Parks & Facilities Master Plan.	2028	$200,000	Parks & Leisure, Consultant	General Fund	On track: Scheduled to occur 2028-2029
Greenspace					
Update the tree ordinance	2025-2027	Staff Time	Planning & Development, Consultant	General Fund	Ongoing. Scheduled for 2027 UDC edits.

Evaluate and promote options for the permanent conservation of land	2025-2032	Staff Time	County Administration; Parks & Leisure; Vision 2030 Greenspace Committee	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a new full-time County staff position and division to promote and implement greenspace recommendations and to liaise with Vision 2023 Greenspace Committee.	2025-2032	TBD	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Requested as part of 2027 fiscal year budget, to recruit a staff under Planning and Zoning Department.
Strengthen partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Collaborate with the newly formed North Georgia Land Trust to acquire new land for greenspace preservation and expand green infrastructure.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Create a process that identifies land for permanent protection based upon its recreational, ecological, environmental, aesthetic, cultural, historic, or agricultural value. Identify land using this process and begin implementation measures that assure protection of the land identified	2025-2032	Staff Time	County Administration; Parks & Leisure, Vision 2030 Greenspace Committee, North Georgia Land Trust	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a dedicated Greenspace Acquisition Fund using SPLOST funding and other funding tools.	2025-2032	Staff Time	Parks & Leisure	SPLOST, General Fund, Developers	No started.
Create a nature preserve at Glade Farm.	2028-2031	TBD	Parks & Leisure, Consultant	General Fund, Grants	Not started.
Resource Conservation					
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan	2025-2032	Staff Time	Engineering	General Fund	Ongoing. Engineering Dept. prepares an audit every 5 years as well as an annual report to EPD.
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.	2025-2032	Staff Time	Engineering	Water & Sewer Fund	Ongoing. Engineering maintains its NPDES permit with EPD requiring an annual report and renewal of a Stormwater Management Plan every 5 years. Local ordinances in place (septic tanks, stormwater) that address local water quality.
Promote public awareness of annual community and lake clean-up events	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, Keep Hall Beautiful	General Fund	On track. Additional groups include Elachee Nature Science Center, Chattahoochee Riverkeeper, and Vision 2030 Greenspace Committee. Concensus it to leverage their collective stength, networks and expertise for greater impact.
Leverage SPLOST funds to address shoreline erosion on Lake Lanier	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, DNR, USACE, Private donors	General Fund, SPLOST	Not started.
Partner with and promote local recycling initiatives and events	2025-2032	Staff Time	Board of Commissioners, Hall County Schools, Keep Hall Beautiful	General Fund	Ongoing. Parner wtih Keep Hall Beautiful, Georgia Recycling Coalition, Hall County Schools
Partner with Gainesville on pollution prevention activities and public outreach	2025-2032	Staff Time	Board of Commissioners, City of Gainesville	General Fund	Not started.
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.	2025-2032	Staff Time	Engineering, USDA National Resources Conservation Office	General Fund	Not started.

Leverage greenspace, conservation easements, zoning, and buffers as instruments to provide watershed protection to Lake Lanier and its tributaries.	2025-2032	Staff Time	County Administration	General Fund	Ongoing through site development standards.
Partner with a University of Georgia Cooperative Extension Office to promote sustainable agricultural practices.	2025-2032	Staff Time	County Administration, University of Georgia	General Fund	Ongoing. UGA actively works with local farmers and landscape maintnant companies to encourage sustanable practics. Opportunity to support UGA in grant applications to assist farmers and ranchers with capital improvements that would reduce run-off.
Multi-Modal Transportation					
Prioritize sidewalk and street lighting needs based on frequency of use.	2025-2032	Staff Time	GHMPO and County Staff	General Fund	Ongoing – discussion needs to be had with GHMPO about the possibility of doing more sidewalk inventory across the County and try to get pedestrian counters installed to document frequency of use.
Coordinate with City and Town efforts to build and connect multi-modal infrastructure.	2025-2032	Staff Time	GHMPO, County and City Staff	General Fund	Ongoing – collaboration between jurisdictions continues to expand the Highlands to Islands trail network, which is the spine of bicycle/pedestrian infrastructure in Hall County.
Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage developers to construct trail systems within a half-mile of mixed-use projects.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage connections to activity centers within the Cities and Towns.	2025-2032	Staff Time	Hall County	General Fund	Ongoing
Examine how County and City/Town parks can be connected through new trails.	2025-2032	Staff Time	Hall County	General Fund	Complete – the GHMPO Bicycle/Pedestrian Plan was completed in 2025 and provided the community with a roadmap to connectivity across jurisdictions.
Continue building the Highlands to Islands Trail Network	2025-2032	$14,000,000	GHMPO, County and City Staff	General Fund, TSPLOST	Developer contribution as part of zoning or development conditions of approval where possible
Implement projects from the 2014 Bicycle and Pedestrian Plan	2025-2032	TBD	Engineering	General Fund, SPLOST	Ongoing – GHMPO adopted a new Bicycle/Pedestrian Plan in 2025, which replaced the 2014 plan. This plan includes various trail and sidewalk connectivity projects to be implemented over the coming decades.
Implement projects from the 2019 South Hall Trail Study	2025-2032	TBD	Engineering	General Fund, SPLOST	Ongoing – the Tumbling Creek Trail is complete. Other projects are underway, such as the downtown Flowery Branch trails (Phases I & II). The new Trail Study (UNG to McEver Road) is scheduled to be adopted in May and will replace the recommendations made in the South Hall Trail Study.
Adopt a complete streets policy.	2025-2032	TBD	Hall County	General Fund	Not started – GHMPO staff will work with Hall County Public Works to mirror the Complete Streets Policy that was adopted by GHMPO and other local jurisdictions.
Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.	2026-2029	TBD	Hall County	General Fund	Not started
Saftey & Security					
Establish benchmarks to assist in setting measurable and attainable goals for decreasing the level of crime in Hall County.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - FBI crime data explorer data as of August 2025 shows overall crime data for the Hall County Sheriff's Office is down 13.5 % from 2023 to 2024.We had less calls for service in FY 2025 compared to 2024. Priority calls for service had a faster response time in 2025 than 2024.
Continue to monitor crime statistics and make them easily accessible to the public.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The most universally recognized crime statistics source is the FBI crime Data Explorer. This is readily available online to anyone who desires to view it.

Ensure that new developments are accessible for emergency vehicles.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing - Our fleet managers remain actively involved with companies which produce and develop law enforcement vehicles and equipment. They attend the annual fleet expo to keep informed of the best and safest products. We strive to secure annual funding to keep our fleet modern and safe.
Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.	2025-2032	Staff Time	Planning & Development	General Fund	Ongoing - The Sheriff's Office constantly reviews the latest developments in law enforcement techniques. We attend annual conferences on methodology, technology and equipment as it relates to the newest law enforcement techniques and products.
Create a plan for long-term capital investments to fund new public safety facilities.	2025-2027	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - We continuously work in cooperation with County Administration to prioritize projects (e.g., new training center, renovations, technology upgrades) and develop a phased timeline. We strive to identify diverse funding sources such as local taxes, bonds, state and federal grants, and public-private partnerships.
Establish a Citizens Advisory Committee on public safety.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - Members of our agency participated in approximately 90 community / special events in 2025. This included larger events, such as ADVANCE Camp and the Sheriff's Citizens Academy, as well as smaller focused events.
Assess the ability to form a Neighborhood Watch program, with the assistance of the Sheriff's Office Public Information and Community Services Unit.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The Sheriff's Office has had a neighborhood watch program for over 30 years. We currently have 69 registered Neighborhood Watch Programs (NWP) in Hall County and continue to develop the program.
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates	2025-2032	Staff Time	Engineering	General Fund	Not started.
Fire Station #17	2024	$3,385,846	Fire	Impact Fees, SPLOST	Completed. Fire Station 17 was opened in May 2024 and built with SPLOST VII and SPLOST VIII funds, as well as Impact Fees and Capital Projects. It is located at 5719 Holiday Road in Buford.
Fire Station #18	2025-2030	$3,385,846	Fire	Impact Fees, SPLOST	postponed. This station is proposed to be on the 365 corridor.
Fire Apparatus for Station #18	2025-2030	$1,133,269	Fire	Impact Fees, SPLOST	postponed. This station is proposed to be on the 365 corridor.
Economic Development					
Prepare and update county-wide Economic Development Plan	2025-2032	Staff Time	Greater Hall Chamber of Commerce	General Fund	On track. GHCC prepares the annual county-wide Economic Development Report.
Collaborate with the City of Gainesville on a Tax Allocation District for Atlanta Highway from exit 17 on I-985 to Browns Bridge Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing - This area is partially located within the Westside TAD but only extends from Browns Bridge Road to the intersection of Atlanta Hwy and Hilltop St.
Collaborate with the City of Gainesville on a Tax Allocation District for Athens Highway from Martin Luther King, Jr. Blvd to Gaines Mill Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing - A TAD or Opportunity Zone never approved by DCA but was identified as Subarea 1 within the Urban Redevelopment Plan.
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives	2025-2032	Staff Time	Board of Commissioners, County Administration, Greater Hall Chamber of Commerce	General Fund	Ongoing. County representative participate in multiple committees at GHCC.
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county	2025-2032	Staff Time	Board of Commissioners, County Administration	General Fund	Ongoing. Hall County Convention & Visitor's Bureau
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway	2025-2027	Staff Time	Board of Commissioners, Greater Hall Chamber of Commerce	General Fund	Complete. The entirety of Chicopee Mill Road along Atlanta Highway within Gainesville and Hall County, is within Hall County's census tract 13.04. Hall County's census tract 13.04 is a Less Developed Census Tract for 2025 and 2026.

Prepare a Historic Preservation Plan	2025-2032	$40,000	Planning & Development, Greater Hall Chamber of Commerce	General Fund	Not started.
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Convention and Visitors Bureau, County Administration	General Fund	Not started.
Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.	2025-2026	**GDOT**	**GDOT**	**GDOT**	Completed by GDOT
Create a placemaking strategy that integrates public art into economic development projects	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Planning & Development	General Fund, Grants	Not started.

AGENDA ITEM

Other Business - Public Works and Utilities

REPORT TO: **Work Session (11/09/26)**

REPORT TO: **Voting Meeting (11/12/26)**

ITEM NO: 668/2026

SUBJECT: Second Public Hearing to amend Chapter 3.100 of the Official Code of Ordinances of Hall County, GA with regard to Development Impact Fees.

Meetings:

Work Session Date: 11/09/26 **Voting Meeting Date:** 11/12/26

Executive Summary:

Presenter: JW

Recommendation:
Second required Public Hearing.

Purpose of Request:
Second required Public Hearing.

36-71-6 § "Prior to the adoption of an ordinance imposing a development impact fee pursuant to this chapter, the governing body of a municipality or county shall cause two duly noticed public hearings to be held in regard to the proposed ordinance. The second hearing shall be held at least two weeks after the first hearing"

History:

First required public hearing held on October 22, 2026.

Third party consultants, TischlerBise, prepared the Impact Fee Study and the proposed fees based on state law, information submitted by Hall Co. departments, and growth projects over a 10-year demand.

Facts and Issues:
First required public hearing held on October 22, 2026.

Second required Public Hearing.

Options:

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

Approvals:

Submit	Approve	Budget	Finance
JW	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Presentation
Resolution - Impact Fee Ordinance Amendment
Public Comment - from Mark Redman

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 668/2026

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JW

Phone: (678) 622-0426

HALL COUNTY

Development Impact Fee Ordinance Amendment

Public Hearing

Jordan Wallace, Transportation Program Manager

Carson Bise, TischlerBise

November 12, 2026

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee History

On April 10, 2003, the Hall County Board of Commissioners instituted impact fees. The imposition of impact fees were intended to assist in the financing and planning of new growth and development.

Current Public Facilities in Fee Collection:

- **Parks**
- **Library**
- **Fire**
- **Public Safety**
- **Sheriff Patrol**

***Impact Fees are paid at the time of the building permit application.**

****** Consumer Price Index (CPI) added to Amended Ordinance to account for inflation**

Recommendation to perform updated Impact Fees every 5 years

TischlerBise
FISCAL | ECONOMIC | PLANNING

Current Revenue & Expenditures

- Total Revenue (As of Sept. 30, 2026) **$28,684,463**
- Total Expenditures (As of Sept. 30, 2026) **$19,718,318**
- **Remaining Balance** **$8,966,145**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Timeline of Events

2025 – Early 2026

May 2025

- Review of Current Impact Fees and Addition of "Streets" Category

October 2025

- Impact Fee Update Kick-Off w/ TischlerBise

May 2026

- BOC Presentation of Data & Preliminary Fees

TischlerBise
FISCAL | ECONOMIC | PLANNING

Timeline of Events

July & August 2026

- July 13th - Impact Fee Advisory Committee 1st Meeting
- August 3rd - Impact Fee Advisory Committee 2nd Meeting
- August 10th - Advisory Committee Feedback to BOC

TischlerBise
FISCAL | ECONOMIC | PLANNING

Timeline of Events

Sept. - Nov. 2026

Sept. 10th ★
- Capital Improvement Element (CIE) & Community Work Plan (CWP) Amendments

Oct. 22nd ★
***Impact Fee Ordinance Public Hearing #1**

Nov. 12th ★
- ***Impact Fee Ordinance Public Hearing #2 & Adoption**
- Capital Improvement Element (CIE) & Community Work Plan (CWP) Amendments Adoption

36-71-6 § "Prior to the adoption of an ordinance imposing a development impact fee pursuant to this chapter, the governing body of a municipality or county **shall cause two duly noticed public hearings** to be held in regard to the proposed ordinance. The second hearing shall be held at least two weeks after the first hearing"

TischlerBise
FISCAL | ECONOMIC | PLANNING

** Requires two (2) Public Hearings*

★ *Indicates BOC Work Sessions and/or Public Hearings*

Timeline of Events

January 1, 2027

Amended Impact Fees Implemented

***Impact Fees are paid at the time of the building permit application.**

**** Consumer Price Index (CPI) added to Amended Ordinance to account for inflation**

Recommendation to perform updated Impact Fees every 5 years

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Basics

- **One-time payment for growth-related infrastructure**
- **Can't fund operations, maintenance, or replacement**
- **Not a tax, but a contractual arrangement to build infrastructure with three requirements:**
  - Need for infrastructure (system-level improvements, not project-level improvements)
  - Benefit to fee payer (service areas, accounting and expenditure controls)
  - Proportionate to demand
- **Georgia Development Fee Act**
  - Must have an adopted comprehensive plan containing a capital improvements element
  - Capital improvements must have a useful life of 10 years of more
  - County must spend impact fees within 6 years

TischlerBise
FISCAL | ECONOMIC | PLANNING

Fee Methodologies

- **Cost Recovery Approach (Past)**
  - Future development is "buying in" to the cost the community has already incurred to provide growth-related capacity
  - Common in communities approaching buildout

- **Incremental Expansion Approach (Present)**
  - Formula-based approach based on existing levels of service
  - Fee based on current cost to replicate existing levels of service (i.e., replacement cost)

- **Plan-Based Approach (Future)**
  - Usually reflects an adopted CIP or master plan
  - Growth-related costs are more refined

TischlerBise
FISCAL | ECONOMIC | PLANNING

Evaluate Need for Credits

- **Site Specific**
  - Developer constructs a capital facility included in fee calculations
- **Debt Service**
  - Avoid double payment due to existing or future bonds
- **Dedicated Revenues**
  - Property tax, local option sales tax, gas tax, construction sales tax, etc.

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Exemptions

§ 36-71-4 (L) of the Georgia Development Impact Fee Act

Development impact fee exemption requirements:

- Project creates extraordinary economic development **and** employment growth or affordable housing
- Comprehensive Plan must include public policy which supports the exemption
- Must fund the exemption through a revenue source other than development impact fees (make development impact fee fund whole)

TischlerBise
FISCAL | ECONOMIC | PLANNING

Current Nonresidential Land Uses

68 nonresidential land uses, including categories such as:

- Amusement Park
- Furniture Store
- Research and Development Center
- Quick Lubrication Vehicle Shop

Proposed fee schedule has seven (7) consolidated nonresidential land uses.

1. **Industrial**
2. **Warehousing**
3. **Commercial**
4. **Office & Other Services**
5. **Institutional**
6. **Lodging**
7. **Nursing Home**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Development Projections

Unincorporated Hall County

Unincorporated Hall County, Georgia	2026 Base Year	2031 5	2036 10	10-Year Increase
Population	**151,885**	**165,178**	**178,472**	**26,586**
Housing Units				
Single Family	55,322	59,241	63,160	7,838
Multifamily	2,000	3,540	5,080	3,080
Total	**57,322**	**62,781**	**68,240**	**10,918**
Employment				
Industrial	10,996	12,481	14,123	3,127
Commercial	5,788	5,825	5,864	76
Office / Other Services	4,400	4,578	4,763	363
Institutional	12,442	13,579	14,864	2,422
Total	**33,625**	**36,463**	**39,614**	**5,989**
Nonres. Floor Area (x1,000)				
Industrial	15,680	17,339	19,174	3,493
Commercial	1,152	1,170	1,188	37
Office / Other Services	2,189	2,267	2,348	159
Institutional	2,901	3,281	3,710	809
Total	**21,922**	**24,057**	**26,420**	**4,498**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Fee Methodology & Cost Components

Infrastructure Category	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Hall County Fire Service Area	N/A	Fire Facilities, Fire Apparatus, Fire Equipment	N/A	Population, Vehicle Trips
Parks and Recreation	Countywide	N/A	Park Land, Park Amenities	N/A	Population
Library	Countywide	N/A	Library Facilities,	N/A	Population
Sheriff	Countywide	N/A	Sheriff Facilities	N/A	Population, Vehicle Trips
Streets	Countywide	N/A	Street Improvements	N/A	VMT

TischlerBise
FISCAL | ECONOMIC | PLANNING

Current Impact Fees

Residential Fees per Development Unit									
Development Type	Development Unit	Admin	CIE	Fire	Library	Park	Sheriff	Public Safety	Current Fees
Residential	Housing Unit	$36.14	$1.07	$51.28	$261.27	$815.47	$14.08	$62.62	$1,241.93

Nonresidential Fees per Development Unit									
Development Type	Development Unit	Admin	CIE	Fire	Library	Park	Sheriff	Public Safety	Current Fees
Industrial	1,000 Sq Ft	$3.47	$0.10	$46.66	$0.00	$0.00	$12.81	$56.32	$119.36
Warehousing	1,000 Sq Ft	$1.92	$0.06	$25.78	$0.00	$0.00	$7.08	$31.11	$65.95
Commercial	1,000 Sq Ft	$2.51	$0.07	$33.76	$0.00	$0.00	$9.27	$40.75	$86.36
Office / Other Services	1,000 Sq Ft	$4.99	$0.15	$67.05	$0.00	$0.00	$18.40	$80.92	$171.51
Institutional	1,000 Sq Ft	$4.88	$0.14	$65.62	$0.00	$0.00	$18.01	$79.20	$167.85
Nursing Home	Bed	$0.97	$0.03	$13.09	$0.00	$0.00	$3.59	$15.80	$33.48
Lodging	Room	$1.07	$0.03	$14.38	$0.00	$0.00	$3.95	$17.35	$36.78

Maximum Allowable Fees

Single and Multi-Family Developments							
Residential Fees per Development Unit							
Unit Size	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
1,000 or less	Housing Unit	$685	$217	$495	$419	$1,964	$3,780
1,001-2,000	Housing Unit	$1,183	$375	$855	$724	$3,439	$6,576
2,001-3,000	Housing Unit	$1,743	$553	$1,261	$1,066	$5,302	$9,925
3,001-4,000	Housing Unit	$2,117	$672	$1,531	$1,295	$6,528	$12,143
4,001 or more	Housing Unit	$2,428	$770	$1,756	$1,485	$7,438	$13,877

Nonresidential Fees per Development Unit							
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
Industrial	1,000 Sq Ft	$735	$0	$0	$322	$1,053	$2,110
Warehousing	1,000 Sq Ft	$282	$0	$0	$123	$402	$807
Commercial	1,000 Sq Ft	$4,906	$0	$0	$2,145	$4,620	$11,671
Office / Other Services	1,000 Sq Ft	$1,601	$0	$0	$700	$2,290	$4,591
Institutional	1,000 Sq Ft	$1,442	$0	$0	$631	$2,066	$4,139
Nursing Home	Bed	$625	$0	$0	$273	$895	$1,793
Lodging	Room	$686	$0	$0	$300	$977	$1,963

TischlerBise
FISCAL | ECONOMIC | PLANNING

Single Family Impact Fee Comparison

Jurisdiction	Fire	Library	Park	Sheriff	Street	Other	Total Impact Fee
Hall County (Proposed) [1]	***$1,743***	***$553***	***$1,261***	***$1,066***	***$5,302***	***$0***	***$9,925***
Forsyth County[2]	$0	$162	$1,291	$559	$7,278	$0	$9,290
Dawson County	$1,023	$100	$4,163	$324	$21	$169	$5,800
Jackson County	$0	$0	$590	$0	$2,136	$323	$3,050
Gainesville	$685	$261	$1,400	$375	$0	$82	$2,803
Hall County (Current)	$51	$261	$815	$14	$0	$100	$1,242

1. 2,001 square feet to 3,000 square feet is used as comparison

1. Public Safety Fee is shown under Sheriff

*Dawson County has approved TSPLOST

Nonresidential Impact Fee Comparison

Nonresidential Fee Comparison					
Jurisdiction	Development Type	Fire	Sheriff	Street	Total Impact Fee
Hall County (Proposed)	Industrial*	$ 735	$ 322	$ 1,053	$ 2,110
	Warehousing	$ 282	$ 123	$ 402	$ 807
	Commercial	$ 4,906	$ 2,145	$ 4,620	$ 11,671
	Office/Other Services	$ 1,601	$ 700	$ 2,290	$ 4,591
	Institutional	$ 1,442	$ 631	$ 2,066	$ 4,139
	Nursing Home (Bed)	$ 625	$ 273	$ 895	$ 1,793
	Lodging (Room)	$ 686	$ 300	$ 977	$ 1,963
Forsyth County**	Industrial	$ -	$ 106	$ 362	$ 468
	Warehousing	$ -	$ 106	$ 152	$ 258
	Commercial	$ -	$ 566	$ 1,503	$ 2,069
	Office/Other Services	$ -	$ 242	$ 972	$ 1,214
	Institutional	$ -	$ 242	$ 596	$ 838
	Nursing Home (1,000 SF)	$ -	$242	$1,707	$1,949
	Lodging	N/A	N/A	N/A	N/A
Dawson County***	Industrial	$ 740	$ 230	$ 10	$ 980
	Warehousing	$ 160	$ 50	$ 3	$ 213
	Commercial	$ 1,450	$ 460	$ 40	$ 1,950
	Office/Other Services	$ 1,540	$ 490	$ 20	$ 2,050
	Institutional	$ 320	$ 100	$ 20	$ 440
	Nursing Home	$ 960	$ 300	$ 10	$ 1,270
	Lodging (Room)	$ 264.86	$ 84.02	$ 12.83	$ 361.71
Jackson County****	Industrial	$ 56.78	$ 31.19	$ 1,974.55	$ 2,062.52
	Warehousing	N/A	N/A	N/A	N/A
	Commercial	$ 188.62	$ 113.99	$ 8,084.04	$ 8,386.65
	Office/Other Services	N/A	N/A	N/A	N/A
	Institutional	$ 87.04	$ 48.66	$ 3,161.20	$ 3,296.90
	Nursing Home	N/A	N/A	N/A	N/A
	Lodging	N/A	N/A	N/A	N/A
Gainesville	Industrial	245.45	134.37	$ -	$ 379.82
	Warehousing	342.49	187.5	$ -	$ 529.99
	Commercial	981.81	537.5	$ -	$ 1,519.31
	Office/Other Services	736.36	403.12	$ -	$ 1,139.48
	Institutional	245.45	134.37	$ -	$ 379.82
	Nursing Home	1158.77	634.37	$ -	$ 1,793.14
	Lodging	196.36	107.5	$ -	$ 303.86
Hall County (Current)	Industrial	$ 46.66	$ 69.13	$ -	$ 115.79
	Warehousing	$ 25.78	$ 38.19	$ -	$ 63.97
	Commercial	$ 33.76	$ 50.02	$ -	$ 83.78
	Office/Other Services	$ 67.05	$ 99.32	$ -	$ 166.37
	Institutional	$ 65.62	$ 97.21	$ -	$ 162.83
	Nursing Home	$ 13.09	$ 18.67	$ -	$ 31.76
	Lodging	$ 14.38	$ 21.30	$ -	$ 35.68

TischlerBise
FISCAL | ECONOMIC | PLANNING

Example Max. Allowable Fee Calculations - Residential

Single "Affordable Housing" (Detached):

1 unit @ 1,400 SF: 1 x $6,576 Impact Fee = **$6,576 total fee**

Single Family Home (Detached):

1 unit @ 2,010 SF: 1 x $9,925 Impact Fee = **$9,925 total fee**

Subdivision Development:

5 units @ 2,400 SF: 5 x $9,925 Impact Fee = $49,625

15 units @ 3,200 SF: 15 x $12,143 Impact Fee = $182,145

Total Fee per Subdivision = $231,770

Apartment Development:

60 units @ 750 SF: 60 x $3,780 Impact Fee = $226,800

30 units @ 1,100 SF: 30 x $6,576 Impact Fee = $197,280

10 units @ 2,100 SF: 10 x $9,925 Impact Fee = $99,250

Total Fee per Apartment = $523,330

TischlerBise
FISCAL | ECONOMIC | PLANNING

Year 1 – Estimated Projected Revenue (Max. Allowable Fees)

Fire — Grand Total = $2,109,340

Library — Grand Total = $549,052

Parks — Grand Total = $1,251,964

Sheriff — Grand Total = $1,245,098

Streets — Grand Total = $5,750,915

Year 1 Estimated Combined Total

= $10,906,369

TischlerBise
FISCAL | ECONOMIC | PLANNING

Fee Schedule Reductions

A reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in Hall County's level of service.

- ✓ **Fee reduction must be proportionate across all land uses**
  - x Can't adopt single-family fees at 75% and commercial fees at 100%
- ✓ **Fee categories can be adopted at different amounts**
  - Fire fee adopted at 50%
  - Sheriff fee adopted at 75%
  - Street fee adopted at 100%

Residential Fees per Development Unit							
Unit Size	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
1,000 or less	Housing Unit	$685	$217	$495	$419	$1,964	$3,780
1,001-2,000	Housing Unit	$1,183	$375	$855	$724	$3,439	$6,576
2,001-3,000	Housing Unit	$1,743	$553	$1,261	$1,066	$5,302	$9,925
3,001-4,000	Housing Unit	$2,117	$672	$1,531	$1,295	$6,528	$12,143
4,001 or more	Housing Unit	$2,428	$770	$1,756	$1,485	$7,438	$13,877

Nonresidential Fees per Development Unit							
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
Industrial	1,000 Sq Ft	$735	$0	$0	$322	$1,053	$2,110
Warehousing	1,000 Sq Ft	$282	$0	$0	$123	$402	$807
Commercial	1,000 Sq Ft	$4,906	$0	$0	$2,145	$4,620	$11,671
Office / Other Services	1,000 Sq Ft	$1,601	$0	$0	$700	$2,290	$4,591
Institutional	1,000 Sq Ft	$1,442	$0	$0	$631	$2,066	$4,139
Nursing Home	Bed	$625	$0	$0	$273	$895	$1,793
Lodging	Room	$686	$0	$0	$300	$977	$1,963

Example: 50% reduction of fees would apply to both residential & nonresidential land use types

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Schedule Alternatives

Maximum Allowable Fees (As Identified by Study)

Residential Fees per Development Unit							
Unit Size	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
1,000 or less	Housing Unit	$685	$217	$495	$419	$1,964	$3,780
1,001-2,000	Housing Unit	$1,183	$375	$855	$724	$3,439	$6,576
2,001-3,000	Housing Unit	$1,743	$553	$1,261	$1,066	$5,302	$9,925
3,001-4,000	Housing Unit	$2,117	$672	$1,531	$1,295	$6,528	$12,143
4,001 or more	Housing Unit	$2,428	$770	$1,756	$1,485	$7,438	$13,877

Nonresidential Fees per Development Unit							
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Proposed Fees
Industrial	1,000 Sq Ft	$735	$0	$0	$322	$1,053	$2,110
Warehousing	1,000 Sq Ft	$282	$0	$0	$123	$402	$807
Commercial	1,000 Sq Ft	$4,906	$0	$0	$2,145	$4,620	$11,671
Office / Other Services	1,000 Sq Ft	$1,601	$0	$0	$700	$2,290	$4,591
Institutional	1,000 Sq Ft	$1,442	$0	$0	$631	$2,066	$4,139
Nursing Home	Bed	$625	$0	$0	$273	$895	$1,793
Lodging	Room	$686	$0	$0	$300	$977	$1,963

Impact Fee Schedule Alternatives

Alternative 1: 25% Reduction of Max. Fees

Alternative 1 (25% Reduction of Max Fees): Residential Fees per Development Unit*

Unit Size (SF)	Development Unit	Fire	Library	Park	Sheriff	Street	*Existing Total Fees*	Proposed Fees
1,000 or less	Housing Unit	$ 513.75	$ 162.75	$ 371.25	$ 314.25	$ 1,473.00	$ 1,241.93	$ 2,835.00
1,001-2,000	Housing Unit	$ 887.25	$ 281.25	$ 641.25	$ 543.00	$ 2,579.25	$ 1,241.93	$ 4,932.00
2,001-3,000	Housing Unit	$ 1,307.25	$ 414.75	$ 945.75	$ 799.50	$ 3,976.50	$ 1,241.93	$ 7,443.75
3,001-4,000	Housing Unit	$ 1,587.75	$ 504.00	$ 1,148.25	$ 971.25	$ 4,896.00	$ 1,241.93	$ 9,107.25
4,001 or more	Housing Unit	$ 1,821.00	$ 577.50	$ 1,317.00	$ 1,113.75	$ 5,578.50	$ 1,241.93	$ 10,407.75

Alternative 1 (25% Reduction of Max Fees): Nonresidential Fees per Development Unit*

Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
Industrial	1,000 SF	$ 551.25	$ -	$ -	$ 241.50	$ 789.75	$ 119.36	$ 1,582.50
Warehousing	1,000 SF	$ 211.50	$ -	$ -	$ 92.25	$ 301.50	$ 65.95	$ 605.25
Commercial	1,000 SF	$ 3,679.50	$ -	$ -	$ 1,608.75	$ 3,465.00	$ 86.36	$ 8,753.25
Office/Other Services	1,000 SF	$ 1,200.75	$ -	$ -	$ 525.00	$ 1,717.50	$ 171.51	$ 3,443.25
Institutional	1,000 SF	$ 1,081.50	$ -	$ -	$ 473.25	$ 1,549.50	$ 167.85	$ 3,104.25
Nursing Home	Bed	$ 468.75	$ -	$ -	$ 204.75	$ 671.25	$ 33.48	$ 1,344.75
Lodging	Room	$ 514.50	$ -	$ -	$ 225.00	$ 732.75	$ 36.78	$ 1,472.25

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Schedule Alternatives

Alternative 2: 50% Reduction of Max. Fees

Alternative 2 (50% Reduction of Max Fees): Residential Fees per Development Unit*								
Unit Size (SF)	Development Unit	Fire	Library	Park	Sheriff	Street	*Existing Total Fees*	Proposed Fees
1,000 or less	Housing Unit	$ 342.50	$ 108.50	$ 247.50	$ 209.50	$ 982.00	$ 1,241.93	**$ 1,890.00**
1,001-2,000	Housing Unit	$ 591.50	$ 187.50	$ 427.50	$ 362.00	$ 1,719.50	$ 1,241.93	**$ 3,288.00**
2,001-3,000	Housing Unit	$ 871.50	$ 276.50	$ 630.50	$ 533.00	$ 2,651.00	$ 1,241.93	**$ 4,962.50**
3,001-4,000	Housing Unit	$ 1,058.50	$ 336.00	$ 765.50	$ 647.50	$ 3,264.00	$ 1,241.93	**$ 6,071.50**
4,001 or more	Housing Unit	$ 1,214.00	$ 385.00	$ 878.00	$ 742.50	$ 3,719.00	$ 1,241.93	**$ 6,938.50**
Alternative 2 (50% Reduction of Max Fees): Nonresidential Fees per Development Unit*								
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
Industrial	1,000 SF	$ 367.50	$ -	$ -	$ 161.00	$ 526.50	$ 119.36	**$ 1,174.36**
Warehousing	1,000 SF	$ 141.00	$ -	$ -	$ 61.50	$ 201.00	$ 65.95	**$ 469.45**
Commercial	1,000 SF	$ 2,453.00	$ -	$ -	$ 1,072.50	$ 2,310.00	$ 86.36	**$ 5,921.86**
Office/Other Services	1,000 SF	$ 800.50	$ -	$ -	$ 350.00	$ 1,145.00	$ 171.51	**$ 2,467.01**
Institutional	1,000 SF	$ 721.00	$ -	$ -	$ 315.50	$ 1,033.00	$ 167.85	**$ 2,237.35**
Nursing Home	Bed	$ 312.50	$ -	$ -	$ 136.50	$ 447.50	$ 33.48	**$ 929.98**
Lodging	Room	$ 343.00	$ -	$ -	$ 150.00	$ 488.50	$ 36.78	**$ 1,018.28**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Schedule Alternatives

Alternative 3: 75% Reduction of Max. Fees

Alternative 3 (75% Reduction of Max Fees): Residential Fees per Development Unit*								
Unit Size (SF)	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
1,000 or less	Housing Unit	$ 171.25	$ 54.25	$ 123.75	$ 104.75	$ 491.00	$ 1,241.93	$ 945.00
1,001-2,000	Housing Unit	$ 295.75	$ 93.75	$ 213.75	$ 181.00	$ 859.75	$ 1,241.93	$ 1,644.00
2,001-3,000	Housing Unit	$ 435.75	$ 138.25	$ 315.25	$ 266.50	$ 1,325.50	$ 1,241.93	$ 2,481.25
3,001-4,000	Housing Unit	$ 529.25	$ 168.00	$ 382.75	$ 323.75	$ 1,632.00	$ 1,241.93	$ 3,035.75
4,001 or more	Housing Unit	$ 607.00	$ 192.50	$ 439.00	$ 371.25	$ 1,859.50	$ 1,241.93	$ 3,469.25
Alternative 3 (75% Reduction of Max Fees): Nonresidential Fees per Development Unit*								
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
Industrial	1,000 SF	$ 183.75	$ -	$ -	$ 80.50	$ 263.25	$ 119.36	$ 527.50
Warehousing	1,000 SF	$ 70.50	$ -	$ -	$ 30.75	$ 100.50	$ 65.95	$ 201.75
Commercial	1,000 SF	$ 1,226.50	$ -	$ -	$ 536.25	$ 1,155.00	$ 86.36	$ 2,917.75
Office/Other Services	1,000 SF	$ 400.25	$ -	$ -	$ 175.00	$ 572.50	$ 171.51	$ 1,147.75
Institutional	1,000 SF	$ 360.50	$ -	$ -	$ 157.75	$ 516.50	$ 167.85	$ 1,034.75
Nursing Home	Bed	$ 156.25	$ -	$ -	$ 68.25	$ 223.75	$ 33.48	$ 448.25
Lodging	Room	$ 171.50	$ -	$ -	$ 75.00	$ 244.25	$ 36.78	$ 490.75

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Schedule Alternatives

Alternative 4: 60% Reduction of Max. Fees

Alternative 4: Residential Fees per Development Unit*								
Unit Size (SF)	Development Unit	Fire	Library	Park	Sheriff	Street	*Existing Total Fees*	Estimated Fees**
1,500 or less	Housing Unit	$ 274.00	$ 86.80	$ 198.00	$ 167.60	$ 785.60	$ 1,241.93	$ 1,512.00
1,501-2,500	Housing Unit	$ 473.20	$ 150.00	$ 342.00	$ 289.60	$ 1,375.60	$ 1,241.93	$ 2,630.40
2,501-3,500	Housing Unit	$ 697.20	$ 221.20	$ 504.40	$ 426.40	$ 2,120.80	$ 1,241.93	$ 3,970.00
3,501-4,500	Housing Unit	$ 846.80	$ 268.80	$ 612.40	$ 518.00	$ 2,611.20	$ 1,241.93	$ 4,857.20
4,501 or more	Housing Unit	$ 971.20	$ 308.00	$ 702.40	$ 594.00	$ 2,975.20	$ 1,241.93	$ 5,550.80

Alternative 4: Nonresidential Fees per Development Unit*								
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Estimated Fees**
Industrial	1,000 SF	$ 294.00	$ -	$ -	$ 128.80	$ 421.20	$ 119.36	$ 844.00
Warehousing	1,000 SF	$ 112.80	$ -	$ -	$ 49.20	$ 160.80	$ 65.95	$ 322.80
Commercial	1,000 SF	$ 1,962.40	$ -	$ -	$ 858.00	$ 1,848.00	$ 86.36	$ 4,668.40
Office/Other Services	1,000 SF	$ 640.40	$ -	$ -	$ 280.00	$ 916.00	$ 171.51	$ 1,836.40
Institutional	1,000 SF	$ 576.80	$ -	$ -	$ 252.40	$ 826.40	$ 167.85	$ 1,655.60
Nursing Home	Bed	$ 250.00	$ -	$ -	$ 109.20	$ 358.00	$ 33.48	$ 717.20
Lodging	Room	$ 274.40	$ -	$ -	$ 120.00	$ 390.80	$ 36.78	$ 785.20

*Note Residential unit size modified from max. proposed fee structure to capture homes 1,500 SF or less

** Fees will need to be calculated per demand model & will require adoption at a later date

TischlerBise
FISCAL | ECONOMIC | PLANNING

Impact Fee Schedule Alternatives

Alternative 5: 77% Reduction of Max. Fees

Alternative 5 (77% Reduction of Max Fees): Residential Fees per Development Unit								
Unit Size (SF)	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
1,000 or less	Housing Unit	$ 157.55	$ 49.91	$ 113.85	$ 96.37	$ 451.72	$ 1,241.93	$ 869.40
1,001-2,000	Housing Unit	$ 272.09	$ 86.25	$ 196.65	$ 166.52	$ 790.97	$ 1,241.93	$ 1,512.48
2,001-3,000	Housing Unit	$ 388.69	$ 127.19	$ 290.03	$ 245.18	$ 1,219.46	$ 1,241.93	$ 2,270.55
3,001-4,000	Housing Unit	$ 486.91	$ 154.56	$ 352.13	$ 297.85	$ 1,501.44	$ 1,241.93	$ 2,792.89
4,001 or more	Housing Unit	$ 558.44	$ 177.10	$ 403.88	$ 341.55	$ 1,710.74	$ 1,241.93	$ 3,191.71

Alternative 5 (77% Reduction of Max Fees): Nonresidential Fees per Development Unit								
Development Type	Development Unit	Fire	Library	Park	Sheriff	Street	Existing Total Fees	Proposed Fees
Industrial	1,000 SF	$ 169.05	$ -	$ -	$ 74.06	$ 242.19	$ 119.36	$ 485.30
Warehousing	1,000 SF	$ 64.86	$ -	$ -	$ 28.29	$ 92.46	$ 65.95	$ 185.61
Commercial	1,000 SF	$ 1,128.38	$ -	$ -	$ 493.35	$ 1,062.60	$ 86.36	$ 2,684.33
Office/Other Services	1,000 SF	$ 368.23	$ -	$ -	$ 161.00	$ 526.70	$ 171.51	$ 1,055.93
Institutional	1,000 SF	$ 331.66	$ -	$ -	$ 145.13	$ 475.18	$ 167.85	$ 951.97
Nursing Home	Bed	$ 143.75	$ -	$ -	$ 62.79	$ 205.85	$ 33.48	$ 412.39
Lodging	Room	$ 157.78	$ -	$ -	$ 69.00	$ 224.71	$ 36.78	$ 451.49

***Residential unit size of 1,500 SF = $1,512.48 proposed total fee**

TischlerBise
FISCAL | ECONOMIC | PLANNING

HALL COUNTY

QUESTIONS/FURTHER DISCUSSION

HALL COUNTY

Supporting Information

Current Revenue

By Jurisdiction (As of Sept. 30, 2026)

• Hall County	$18,868,337
• Flowery Branch	5,681,432
• Gainesville (Only Collects Library)	2,230,144
• Oakwood (No Longer Collects)	668,833
• Braselton	315,461
• Lula	140,322
• Clermont	55,929
• Total Collections	**$27,960,458**
• Interest/Refunds/Adjust.	724,005*
• Total Revenues	**$28,684,463**

*Most of this amount is Interest Income Net of Gains/Loss

Total Impact Fee Expenditures

By Category (As of Sept. 30, 2026)

• Parks Fund	$10,715,497
• Library	$5,482,427
• Fire Services	$1,628,627
• Public Safety Facility	$1,529,419
• Administrative Fees	$171,027
• Sheriff Patrol	$168,626
• CIE Fees	$22,695
• **Total Expenditures**	**$19,718,318**

Completed Major Projects

Main Library Renovation

- $5,350,000 – Impact Fees
- $1,256,930



(Funds used in conjunction with SPLOST VII, and a State Grant)

Completed Major Projects

Fire Station #17

- $ 6,705,795 – Impact Fees
- $550,000



Fire Impact Fees

County Wide Service Area

Fee Components

- Fire Facilities: Incremental
- Fire Apparatus: Incremental
- Fire Equipment: Incremental
- Fire SPLOST Credit

10-Year Demand

- Fire Facilities: 26,179 square feet, $23.6 million
- Fire Apparatus: 10.2 Units, $8 million
- Fire Equipment: 35.9 Units, $256,000

TischlerBise
FISCAL | ECONOMIC | PLANNING

Proposed Fire Impact Fees

Fee Component	Cost per Resident	Cost per Trip
Fire Facilities	$482.14	$316.71
Fire Apparatus	$164.00	$107.73
Fire Equipment	$5.24	$3.44
SPLOST Credit	($28.77)	($19.37)
Total	$622.61	$408.51

Residential Fees per Development Unit					
Unit Size	Development Unit	Residents per Unit[1]	Proposed Fees	Current Fees	Difference
1,000 or less	Housing Unit	1.10	$685	$51	$634
1,001-2,000	Housing Unit	1.90	$1,183	$51	$1,132
2,001-3,000	Housing Unit	2.80	$1,743	$51	$1,692
3,001-4,000	Housing Unit	3.40	$2,117	$51	$2,066
4,001 or more	Housing Unit	3.90	$2,428	$51	$2,377

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Vehicle Trips per Unit[1]	Proposed Fees	Current Fees	Difference
Industrial	1,000 Sq Ft	1.80	$735	$47	$688
Warehousing	1,000 Sq Ft	0.69	$282	$26	$256
Commercial	1,000 Sq Ft	12.01	$4,906	$34	$4,872
Office / Other Services	1,000 Sq Ft	3.92	$1,601	$67	$1,534
Institutional	1,000 Sq Ft	3.53	$1,442	$66	$1,376
Nursing Home	Bed	1.53	$625	$13	$612
Lodging	Room	1.68	$686	$14	$672

1. See Land Use Assumptions

TischlerBise
FISCAL | ECONOMIC | PLANNING

Library Impact Fees

County Wide Service Area

Fee Components

- Library Facilities: Incremental

10-Year Demand

- Library Facilities: 17,728 Sq. Ft., $9.3 million

TischlerBise
FISCAL | ECONOMIC | PLANNING

Proposed Library Fees

Fee Component	Cost per Resident
Library Facilities	$197.52
Total	$197.52

Residential Fees per Development Unit					
Unit Size	Development Unit	Residents per Unit[1]	Proposed Fees	Current Fees	Difference
1,000 or less	Housing Unit	1.10	$217	$261	($44)
1,001-2,000	Housing Unit	1.90	$375	$261	$114
2,001-3,000	Housing Unit	2.80	$553	$261	$292
3,001-4,000	Housing Unit	3.40	$672	$261	$411
4,001 or more	Housing Unit	3.90	$770	$261	$509

1. See Land Use Assumptions

Parks Impact Fees

County Wide Service Area

Fee Components

- Park Land: Incremental
- Park Improvements: Incremental
- Park SPLOST Credit

10-Year Demand

- Park Land: 438.6 acres, $26.3 million
- Park Improvements: 35.7 units, $7.0 million

Proposed Park Fees

Fee Component	Cost per Resident
Park Land	$558.53
Park Amenities	$149.20
SPLOST Credit	($257.54)
Total	$450.19

Residential Fees per Development Unit					
Unit Size	Development Unit	Residents per Unit[1]	Proposed Fees	Current Fees	Difference
1,000 or less	Housing Unit	1.10	$495	$815	($320)
1,001-2,000	Housing Unit	1.90	$855	$815	$40
2,001-3,000	Housing Unit	2.80	$1,261	$815	$446
3,001-4,000	Housing Unit	3.40	$1,531	$815	$716
4,001 or more	Housing Unit	3.90	$1,756	$815	$941

1. See Land Use Assumptions

TischlerBise
FISCAL | ECONOMIC | PLANNING

Sheriff Impact Fees

County Wide Service Area

Fee Components

- Sheriff Facilities: Incremental

10-Year Demand

- Sheriff Facilities: 31,672 square feet, $26.9 million

Proposed Sheriff Fees

Fee Component	Cost per Resident	Cost per Trip
Sheriff Facilities	$443.19	$208.90
SPLOST Credit	($62.40)	($30.26)
Total	$380.79	$178.64

Residential Fees per Development Unit					
Unit Size	Development Unit	Residents per Unit[1]	Proposed Fees	Current Fees	Difference
1,000 or less	Housing Unit	1.10	$419	$14	$405
1,001-2,000	Housing Unit	1.90	$724	$14	$710
2,001-3,000	Housing Unit	2.80	$1,066	$14	$1,052
3,001-4,000	Housing Unit	3.40	$1,295	$14	$1,281
4,001 or more	Housing Unit	3.90	$1,485	$14	$1,471

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Vehicle Trips per Unit[1]	Proposed Fees	Current Fees	Difference
Industrial	1,000 Sq Ft	1.80	$322	$13	$309
Warehousing	1,000 Sq Ft	0.69	$123	$7	$116
Commercial	1,000 Sq Ft	12.01	$2,145	$9	$2,136
Office / Other Services	1,000 Sq Ft	3.92	$700	$18	$682
Institutional	1,000 Sq Ft	3.53	$631	$18	$613
Nursing Home	Bed	1.53	$273	$4	$269
Lodging	Room	1.68	$300	$4	$296

1. See Land Use Assumptions

Street Impact Fees

County Wide Service Area

Fee Components

- Street Improvements: Incremental

10-Year Demand

- Street Improvements: 24.6 lane miles, $122.8 million

*Arterial roadways

TischlerBise
FISCAL | ECONOMIC | PLANNING

Travel Demand

Existing Level of Service: 124.83 lane miles of primary roadways for existing development.

To maintain the existing level of service, Hall County needs to construct approximately 24.56 lane miles of primary roadways to serve future development.

Hall County, GA	Base	1	2	3	4	5	6	7	8	9	10	10-Year Increase
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Single Family Units	74,967	76,274	77,582	78,889	80,197	81,504	82,812	84,119	85,427	86,734	88,042	**13,075**
Multi-Family Units	13,954	14,580	15,207	15,834	16,460	17,087	17,714	18,340	18,967	19,594	20,220	**6,267**
Industrial KSF	39,959	40,771	41,600	42,445	43,307	44,187	45,085	46,001	46,935	47,889	48,862	**8,902**
Commercial KSF	5,622	5,640	5,657	5,675	5,693	5,711	5,729	5,747	5,765	5,783	5,801	**179**
Office / Other Services KSF	7,773	7,828	7,883	7,938	7,994	8,051	8,107	8,165	8,222	8,280	8,338	**566**
Institutional KSF	8,551	8,764	8,983	9,206	9,435	9,670	9,911	10,158	10,411	10,670	10,936	**2,384**
Single-Family Trips	431,359	438,883	446,406	453,930	461,453	468,976	476,500	484,023	491,547	499,070	506,594	**75,234**
Multi-Family Trips	55,088	57,563	60,037	62,511	64,985	67,459	69,933	72,407	74,881	77,355	79,830	**24,741**
Residential Trips	486,448	496,445	506,443	516,440	526,438	536,435	546,433	556,431	566,428	576,426	586,423	**99,976**
Industrial Trips	71,927	73,388	74,879	76,400	77,953	79,536	81,152	82,801	84,483	86,200	87,951	**16,024**
Commercial Trips	67,512	67,723	67,936	68,149	68,363	68,577	68,792	69,008	69,225	69,442	69,659	**2,148**
Office / Other Services Trips	30,431	30,645	30,861	31,079	31,298	31,519	31,741	31,964	32,190	32,417	32,645	**2,214**
Institutional Trips	30,195	30,947	31,717	32,507	33,316	34,146	34,996	35,867	36,760	37,676	38,614	**8,419**
Nonresidential Trips	200,064	202,704	205,394	208,135	210,930	213,778	216,681	219,641	222,658	225,734	228,869	**28,805**
Total Vehicle Trips	686,512	699,149	711,837	724,576	737,368	750,213	763,114	776,071	789,086	802,159	815,292	**128,780**
Vehicle Miles of Capacity	**1,086,040**	**1,107,131**	**1,128,279**	**1,149,487**	**1,170,755**	**1,192,085**	**1,213,478**	**1,234,935**	**1,256,457**	**1,278,047**	**1,299,706**	**213,666**
Annual Increase		21,091	21,149	21,208	21,268	21,330	21,393	21,457	21,523	21,590	21,659	
Arterial Lane Miles	124.83	127.26	129.69	132.12	134.57	137.02	139.48	141.95	144.42	146.90	149.39	**24.56**

Proposed Street Fees

Fee Component	Cost per VMT
Street Improvements	$574.71
SPLOST Credit	($65.93)
Total	$508.78

Residential Fees per Development Unit					
Unit Size	Development Unit	VMT per Unit[1]	Proposed Fees	Current Fees	Increase / (Decrease)
1,000 or less	Housing Unit	3.86	$1,964	$0	$1,964
1,001-2,000	Housing Unit	6.76	$3,439	$0	$3,439
2,001-3,000	Housing Unit	10.42	$5,302	$0	$5,302
3,001-4,000	Housing Unit	12.83	$6,528	$0	$6,528
4,001 or more	Housing Unit	14.62	$7,438	$0	$7,438

Nonresidential Fees per Development Unit					
Development Type	Development Unit	VMT per Unit[1]	Proposed Fees	Current Fees	Increase / (Decrease)
Industrial	1,000 Sq Ft	2.07	$1,053	$0	$1,053
Warehousing	1,000 Sq Ft	0.79	$402	$0	$402
Commercial	1,000 Sq Ft	9.08	$4,620	$0	$4,620
Office / Other Services	1,000 Sq Ft	4.50	$2,290	$0	$2,290
Institutional	1,000 Sq Ft	4.06	$2,066	$0	$2,066
Nursing Home	Bed	1.76	$895	$0	$895
Lodging	Room	1.92	$977	$0	$977

1. See Land Use Assumptions

TischlerBise
FISCAL | ECONOMIC | PLANNING

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION AMENDING TITLE 3 CHAPTER 3.100 DEVELOPMENT IMPACT FEE ORDINANCE OF THE HALL COUNTY CODE OF ORDINANCES

WHEREAS, Hall County has previously adopted a Development Impact Fee Ordinance, which is codified under Title 3, Chapter 3.100 of the Official Code of Hall County (hereinafter the "the Ordinance"); and

WHEREAS, Hall County staff has examined the Ordinance and recommended certain revisions intended to update the Ordinance; and

WHEREAS, the Hall County, Georgia Board of Commissioners has considered certain proposed revisions to the Ordinance; and

NOW, THEREFORE, the Hall County, Georgia Board of Commissioners does hereby amend the Official Code of Hall County, Georgia, specifically Title 3, Chapter 3.100 as follows:

1.

Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia, is hereby amended as follows:

3.100.060. - Definitions.

Section 3.100.060 (A) (26) currently provides as follows:

"26. *Public facilities* mean:
a. Parks, open space, and recreation areas and related facilities;
b. Public safety facilities, including police, fire, emergency medical, and rescue facilities;
c. Libraries and related facilities."

Section 3.100.060 (A)(26) is hereby amended to include the items enumerated under item "d" as public facilities for the purposes of Title 3, Chapter 3.100 and Section 3.100.060 (A)(26) shall now provide as follows:

26. *Public facilities* mean:

a. Parks, open space, and recreation areas and related facilities;

b. Public safety facilities, including police, fire, emergency medical, and rescue facilities;

c. Libraries and related facilities.

d. Highways, roads, streets, avenues, drives, detours or other ways intended for public use.

2.

Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia, is hereby amended as follows:

3.100.110 – Fee schedule

Section 3.100.110(A) currently provides as follows:

> "Payment of a development impact fee pursuant to the fee schedule attached hereto as Attachment A for a property located outside of the City of Gainesville or the fee schedule attached hereto as Attachment B for a property located inside of the City of Gainesville, shall constitute full and complete payment of the project's proportionate share of system improvements and shall be deemed to be in compliance with the requirements of this chapter."

Section 3.100.110(A) is hereby amended to provide as follows:

> Payment of a development impact fee pursuant to the fee schedule attached hereto as Attachment A. Hall County Development Impact Fee Schedule and subject to the provisions of section 3.100.150 Inflation and fee certification. of this chapter shall constitute full and complete payment of the project's proportionate share of system improvements and shall be deemed to be in compliance with the requirements of this chapter.

3.

Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia, is hereby amended as follows:

3.100.090 Grandfathered projects.

"Section 3.100.090 currently provides as follows:

A. Any building for which a valid and complete application for a building permit has been received prior to the effective date of the development impact fee resolution may proceed without payment of fees otherwise imposed by this Chapter, provided that:

   1. All fees and development exactions in effect prior to the effective date of the development impact fee resolution shall be or have been paid in full;

   2. Said construction shall be commenced, pursued and completed within the time established by the building permit, or within 180 days, whichever is later.

B. Notwithstanding any other provision of this chapter, that portion of a project for which a valid building permit or has been issued prior to the effective date of the development impact fee resolution shall not be subject to development impact fees so long as the permit remains valid and construction is commenced and is pursued according to the terms of the permit."

Section 3.100.090 is hereby amended to provide as follows:

3.100.090 Development Impact Fees Owed Based on Time of Submittal.

Any building for which a valid and complete application for a building permit has been received shall be subject to the development impact fees in effect at the time of submittal pursuant to Attachment A. Hall County Development Impact Fee Schedule contained within this chapter and further pursuant to the provisions of section 3.100.150 Inflation and fee certification.

4.

Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia, is hereby amended as follows:

Section 3.100.150 currently provides as follows:

"3.100.150. Fee certification.

Upon application to the Administrator, a developer may receive a certified schedule of development impact fees for categories of development or a certified fee for a particular project, as applicable. Such certified schedule or fee shall establish the development impact fee due for a

period of 180 days from the date of certification, even if new or revised rate schedules are adopted in the interim."

Section 3.100.150 is hereby amended to provide as follows:

3.100.150. Inflation and fee certification.

A. The development impact fees specified by this Chapter in Attachment A. Hall County Development Impact Fee Schedule are subject to change resulting from inflation and in accordance with the Consumer Price Index (CPI). Further, in the event of recession the County reserves the right to evaluate the fee structure to determine what adjustments might best serve the County and its citizenry.

B. Upon application to the Administrator, a developer may receive a certified schedule of development impact fees for categories of development or a certified fee for a particular project, as applicable. Such certified schedule or fee shall establish the development impact fee that would be due if a completed application for a building permit was submitted at the time of certification of the schedule or fee but shall not constitute a guarantee that the certified schedule or fee will remain applicable upon eventual submittal.

5.

Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia, is hereby amended as follows:

Attachment A. Fee Schedule-Hall County Outside of Gainesville and Attachement B. Fee Schedule-Inside City of Gainesville of Title 3, Chapter 3.100 of the Official Code of Hall County, Georgia are hereby repealed in full and shall be replaced by Exhibit "A" to this resolution (Attachment A. Hall County Development Impact Fee Schedule) which is attached hereto and incorporated by reference.

6.

The remaining provisions of Title 3, Chapter 3.100. of the Hall County Code of Ordinances shall remain as codified, unchanged by these amendments.

7.

Any and all provisions of the Official Code of Hall County which directly conflict with this Resolution are hereby repealed.

8.

The amendments to the Hall County Code of Ordinances provided for herein shall become effective as of January 1, 2027.

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

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

Jennifer Rivera (Administration)

From: Mark Redman [redacted]
Sent: Thursday, October 22, 2026 1:22 PM
To: David Gibbs (County Commission); Jeff Stowe (County Commission); Kathy Cooper (County Commissioner); Billy Powell (County Commission)
Cc: John Gentry (Administration); Casey Ramsey (Administration); Jennifer Rivera (Administration)
Subject: Today's Public hearing regarding impact fees

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 am for an increase in the fee structure specifically around the roads section. The rest of the packet is a pretty heavy lift to fully understand. A couple of 20 min presentation meetings I don't think will be sufficient.

The recent tax rate thing was difficult to explain and this seems even harder. Also who is the consultant and how much did we pay them for this study?

Please use this recently approved zoning change to give a real life example. Commissioner Powell can help his constituents better understand this situation.

What did/will fees cost commissioner Powell's boat storage development?

The time spent already just in the planning department on all this back and forth has to be tens of thousands of dollars in labor alone!

Hall County Agenda: Item 501/2026
agendapub.hallcounty.org

https://www.hallcounty.org/1099/Board-of-Commissioners-Agenda-Center

Then there's the other impacts. Would the county have made more fees based on leaving the property residential single family detached homes rather than flipping it to commercial?

In this example, will additional fees be added if/when the GDot driveway study finds the newly revised (but not open to public comment)/significant changed narrative to not be safe.

I say this because west bound exit and entrance for these types of slow moving vehicles i foresee as a problem. Any Gainesville/Eastbound departing or returning will require crossing at least 2lanes of 55mph traffic to make a U-turn at the light or a U-turn into 55mph traffic with no light upon returning from the lake.

My point being there's more effort needed on many developments after the commissioners approval. Are we fully capturing those costs?

Thank you for your consideration.

Mark Redman